

UT Administration of
Dadra and Nagar Haveli,
(Department of Technical Education)
Dr. B. B. A. Government Polytechnic, Karad (D.P.)

No. GPK/Acctt//Poly-2017/66/BBAKarad/2017

Date: 08/11/2017

LIMITED TENDER NOTICE

On behalf of the President of India, the undersigned has called sealed Tenders from the interested Caterers / Hoteliers / Owners who have adequate experience in the field catering **Hostel Mess and Canteen** in Union Territory of Dadra & Nagar Haveli.

| | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------|--|--|----|---|----|---|----|---|----|--|----|--|----|---|----|---|----|---|----|--|----|---|
| Limited Tender Notification No: | : | GPK/Acctt/Poly/66/BBAKarad/2017 | | | | | | | | | | | | | | | | | | | | |
| Limited Notification Date | : | 08/11/2017 | | | | | | | | | | | | | | | | | | | | |
| Price of Tender Document | | Rs.500/- (Rupees Five Hundreds only) (NON REFUNDABLE) | | | | | | | | | | | | | | | | | | | | |
| Nature of Work | : | Running Hostel Mess and Canteen in Dr. B.B.A Government Polytechnic, UT Administration of Dadra & Nagar Haveli at Karad (D.P.) | | | | | | | | | | | | | | | | | | | | |
| EMD Amount | : | Rs.50,000/- (Rupees Fifty Thousands only) | | | | | | | | | | | | | | | | | | | | |
| Period for Contract | : | The contract shall be initially for a period of one year extendable annually for a period upto three years (total period) on mutual agreement and subject satisfactory performance of the successful tenderer. | | | | | | | | | | | | | | | | | | | | |
| Last Date of submission of Tender | : | 23rd November, /2017 (Thursday) at 03:00 P.M | | | | | | | | | | | | | | | | | | | | |
| Date of opening of Technical Bids | | 23rd November, 2017 (Thursday) at 04:00 P.M | | | | | | | | | | | | | | | | | | | | |
| Date of opening of Commercial Bids | : | To be announced after evaluation of Technical Bid. | | | | | | | | | | | | | | | | | | | | |
| Address for the submission | : | Principal, Dr. B.B.A Government Polytechnic, UT Administration of Dadra & Nagar Haveli, Karad. | | | | | | | | | | | | | | | | | | | | |
| Scope of Work | : | <p>The contract is essentially for providing following Hostel Messing services to the residents of hostel and office Canteen. The scope of work, covered by the contract, is broadly but not extensively described as given below:</p> <table border="1" style="width: 100%;"> <tr> <td>a)</td> <td>Cooking and serving meals-Tea and Breakfast (Morning), Lunch, Morning and Dinner;</td> </tr> <tr> <td>b)</td> <td>Procurement of raw material as per specification given in Part- IV;</td> </tr> <tr> <td>c)</td> <td>Managing and control of stocks and inventories;</td> </tr> <tr> <td>d)</td> <td>Coupon sales. Residents may use these coupons to get 'extra' items not included in the basic menu of the mess;</td> </tr> <tr> <td>e)</td> <td>Cleaning of utensils, kitchen and serving items;</td> </tr> <tr> <td>f)</td> <td>Cleaning of cooking, dining and auxiliary areas which includes toilet and nearby area also;</td> </tr> <tr> <td>g)</td> <td>Security of the equipment, utensils and other items in the mess</td> </tr> <tr> <td>h)</td> <td>Maintenance of the equipment in the kitchen and dining areas;</td> </tr> <tr> <td>i)</td> <td>Maintenance of books, ledgers, other records and documents related to running of the mess;</td> </tr> <tr> <td>j)</td> <td>Deployment and supervision of required manpower for the above mentioned job. And as mentioned in this tender.</td> </tr> </table> | a) | Cooking and serving meals-Tea and Breakfast (Morning), Lunch, Morning and Dinner; | b) | Procurement of raw material as per specification given in Part- IV; | c) | Managing and control of stocks and inventories; | d) | Coupon sales. Residents may use these coupons to get 'extra' items not included in the basic menu of the mess; | e) | Cleaning of utensils, kitchen and serving items; | f) | Cleaning of cooking, dining and auxiliary areas which includes toilet and nearby area also; | g) | Security of the equipment, utensils and other items in the mess | h) | Maintenance of the equipment in the kitchen and dining areas; | i) | Maintenance of books, ledgers, other records and documents related to running of the mess; | j) | Deployment and supervision of required manpower for the above mentioned job. And as mentioned in this tender. |
| a) | Cooking and serving meals-Tea and Breakfast (Morning), Lunch, Morning and Dinner; | | | | | | | | | | | | | | | | | | | | | |
| b) | Procurement of raw material as per specification given in Part- IV; | | | | | | | | | | | | | | | | | | | | | |
| c) | Managing and control of stocks and inventories; | | | | | | | | | | | | | | | | | | | | | |
| d) | Coupon sales. Residents may use these coupons to get 'extra' items not included in the basic menu of the mess; | | | | | | | | | | | | | | | | | | | | | |
| e) | Cleaning of utensils, kitchen and serving items; | | | | | | | | | | | | | | | | | | | | | |
| f) | Cleaning of cooking, dining and auxiliary areas which includes toilet and nearby area also; | | | | | | | | | | | | | | | | | | | | | |
| g) | Security of the equipment, utensils and other items in the mess | | | | | | | | | | | | | | | | | | | | | |
| h) | Maintenance of the equipment in the kitchen and dining areas; | | | | | | | | | | | | | | | | | | | | | |
| i) | Maintenance of books, ledgers, other records and documents related to running of the mess; | | | | | | | | | | | | | | | | | | | | | |
| j) | Deployment and supervision of required manpower for the above mentioned job. And as mentioned in this tender. | | | | | | | | | | | | | | | | | | | | | |

| | | | |
|------|---|----|---|
| Note | : | 1) | Bidders are requested to regularly check our website for updates with regard to this tender. No further paper ad shall be published for any change / addendum / corrigenda / etc. |
| | | 2) | The Present Food Contractors working in Dr. B.B.A Government Polytechnic, Karad, may or may not be considered for this tender (Depending upon the services, quality & capability of their Work) |

**Sd/-
Principal
Dr. B.B.A. Government Polytechnic**

Tender Notice for RUNNING HOSTEL MESS AND CANTEEN IN DR. B. B. A. GOVERNMENT POLYTECHNIC, UT ADMINISTRATION OF DADRA & NAGAR HAVELI, AT KARAD (D.P)

PRICE OF THE TENDER DOCUMENT Rs.500/- (Rupees Five Hundreds only) (NON-REFUNDABLE)

- 1) Sealed tenders are invited for running the Hostel Mess and Canteen of Dr. B.B.A. Government Polytechnic, Karad for one year, in two bids: **(1) Technical/Qualification Bid** containing, the information regarding the business, turn over, experience and other details of the firm, to judge the suitability of the caterer for Dr. B.B.A Government Polytechnic, Karad Hostel Mess and Canteen; **(2) Commercial Bid** containing the price of the items /full day menu etc.
- 2) The Technical/Qualification Bids will be opened on **23rd November, 2017(Thursday) at 04:00 P.M** in the presence of tenderers or their authorized representative(s). The authorized Officer(s) / Official(s) of Dr. B.B.A Government Polytechnic, Karad may also do a spot visit of the establishments of the caterers to assess their suitability as part of the Technical / Qualification Bid. The Commercial Bids of only those who are found suitable by the Committee appointed for the purpose will be opened on a date / time to be decided later on and communicated to such eligible bidders.
- 3) **The bidder should submit the Technical/Qualification Bid and Commercial Bid in SEPARATE sealed envelopes super scribing "Technical / Qualification Bid" and Commercial Bid", respectively.** These two envelopes should be then put in an envelope and sealed properly and super scribed "Tender **FOR RUNNING HOSTEL MESS AND CANTEEN IN DR. B.B.A GOVERNMENT POLYTECHNIC**".
- 4) The tenders supported by earnest money of **Rs. 50,000/- (Rupees Fifty Thousand Only)** through a demand draft/banker's cheque valid for a period of three months shall be submitted by the Tenderer, issued by any Scheduled Bank guaranteed by RBI, drawn in favour of "Principal, Dr.B.B.A Government Polytechnic, Karad". The tenders with Earnest Money will be received by the Principal, Dr. B.B.A Government Polytechnic, Karad, on or before **23rd November, 2017 (Thursday) at 03:00 P.M.**
- 5) Tenders should be addressed to **The Principal, Dr. B.B.A Government Polytechnic, UT Administration of Dadra & Nagar Haveli, Karad** and superscribed "**Tender "FOR RUNNING HOSTEL MESS AND CANTEEN IN DR. B.B.A GOVERNMENT POLYTECHNIC"**".
- 6) The Principal, Dr. B.B.A Government Polytechnic, Karad reserves the right to reject any or all the tenders or accept them in part or full without assigning any reason(s) thereof. For eligibility criteria, qualifications, price, bid evaluation criteria and other information etc., interested agency(s)/ Firms (s) may visit CIPET Website at www.drbbagpks.org and <http://www.dnh.nic.in/> tenders-dadra-nagar-haveli.aspx.
- 7) The successful tenderer whom the contract is awarded, shall have to make a Performance Security of Rs.1,00,000/- (Rupees One Lakh only) with Principal, Dr. B.B.A Government Polytechnic, Karad upon award of contract, valid upto 90 days beyond the date of all contractual obligations.
8. The tenderer should quote the rate and amount in figures as well as in words as tendered by them for each item.
- 9) The tender is not transferable under any circumstances at any stage.
- 10) Telegraphic, conditional or incomplete tender forms / bids shall be summarily rejected. Canvassing or influence of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- 11) Bids in any form other than the prescribed form issued by Principal, Dr. B.B.A Government Polytechnic, Karad or incomplete bids will not be entertained and will be summarily rejected.
- 12) The tenderer whom the contract is awarded shall be bound to execute and implement the work from **the date of award of contract** by signing an AGREEMENT on the non-judicial stamp paper of the value of **Rs. 1000/-** in the enclosed form at his own cost. On acceptance of the tender by the Principal, Dr. B.B.A Government Polytechnic, Karad, it will constitute a binding agreement between the Principal, Dr. B.B.A Government Polytechnic, Karad, and the person so tendering whether such formal contract is or is not subsequently entered into within 10 days of the date of AWARD of contract. Failure to comply with the above conditions will lead to the cancellation of the contract and forfeiture of his earnest money. In the event of any tenderer backing out before

the actual award or execution of agreement, the contract being awarded to him, the Principal, Dr. B.B.A Government Polytechnic, Karad will have discretion to forfeit the Earnest Money in full.

- 13) Bidder should sign and stamp all the pages of duly filled tender document in testimony of having read all the terms & conditions laid down in the tender document.
- 14) The Principal, Dr. B.B.A Government Polytechnic, Karad reserve the right to cancel the tender or award work (depending upon the services, quality and capability of work

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

Copy to all the Heads of Office, UT Administration of Dadra and Nagar Haveli, for information and for display on the Notice Board.

FORM – I

TENDER / CONDITIONS ACCEPTANCE LETTER

(To be given on Company Letter Head)

No.:

Date: ____/____/____

To
The Principal,
Dr. B.B.A Government Polytechnic,
UT Administration of Dadra & Nagar Haveli,
Karad – (DP).

| | | |
|----------------|---|---|
| Subject | : | Acceptance of Terms and Conditions of Tender. |
|----------------|---|---|

| | | |
|-----------------------------|---|--|
| Tender Reference No. | : | |
|-----------------------------|---|--|

| | | |
|--------------------|---|--|
| Tender Name | : | |
|--------------------|---|--|

Dear Sir / Madam,

1. I / We have purchased / downloaded the tender document(s) for the above mentioned 'Tender / Work' from the Dr. B.B.A Government Polytechnic, Karad website - www.drbbagpks.org and <http://www.dnh.nic.in/tenders-dadra-nagar-haveli.aspx> as per your advertisement, given in the above mentioned website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

FORM- II

CERTIFICATE OF ETHICAL PRACTICES

(This document shall be duly signed by the tenderer and to be attached with Technical Bid)

1. I / We assure the Principal, Dr. B.B.A Government Polytechnic, Karad, that neither I / We nor any of my / our workers will do any act(s), which are improper / illegal during the execution of the contract awarded to us.
2. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the organization / institution.
3. I / We will have no conflict of interest in any of our work / contract at the institution.
4. We will keep the messes and its surroundings hygienic, neat & clean. It is our responsibility.

Place :

(Signature of the Bidder, with Official Seal)

Date :

TECHNICAL / QUALIFICATION BID
PROFILE OF THE TENDERER

PART 1

| Sr. No. | Particular | YES / NO |
|---------|---|----------|
| A | Should have minimum 1 year experience and technical expertise in undertaking similar works with minimum annual turnover of Rs.10 lacs, exclusively in Catering services, preferably at large institutional establishments. Informative and for Strict Compliance | |
| B | Should have / obtained before commencement of the work the requisite licences, approvals, certificates from all statutory authorities viz. Municipal /Income Tax / Sales Tax / Commercial Tax Depts. valid for the entire duration of the above work. Informative and for Strict Compliance | |
| C | The Agency shall furnish details of any legal case or any issues, if any, pending in any court of law against them or the concerned authorities, especially with regard to any violation in the statutory laws, etc. The bids of such tenderers having any pending/ongoing / contemplated issues relating to Income Tax, Sales tax etc. and on concealment of any such information will be liable to be rejected straightaway without any notice. Informative and for Strict Compliance | |
| 1 | Name of the applicant/ firm : | |
| 2 | Registered Office : | |
| 3 | Year of establishment : | |
| 4 | Type of Organization : (whether proprietorship, partnership, Private Ltd., Certified copy of a Partnership deed / Certificate of Incorporation / Certificate of Registration issued by the Registrar of Cooperative Societies / as the case may be enclosed) | |
| 5 | Name of the Proprietor, Partners / Directors of the Firm with Address and Phone Number | |
| 6 | Food License Number | |
| 7 | PAN Card & TIN Number (Tax return of last Three Financial Year) [Photocopy to be attached] | |
| 8 | Service Tax, Sales tax / VAT Regn. No. / GST Regn. No. [Photocopy to be attached] | |
| 9 | Number of persons employed: Permanent.....Temporary..... | |
| 10 | Whether 24x7 service and support will be available | |
| 11 | Do you have an office at Union Territory of Dadra & Nagar Haveli? If so, Please provide the Address and Telephone No. | |

Place :

(Signature of the Bidder, with Official Seal)

Date :

DETAILS OF PREVIOUS CONTRACTS

PART 2

| Period of Contract | | Name and Address of the Organization with reference letters | Name of the Contact Person and Phone No. | Value of Contract and Other Details | Remarks. |
|--------------------|----|---|--|-------------------------------------|----------|
| FROM | TO | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

| Period of Contract | | Name and Address of the Organization with reference letters | Name of the Contact Person and Phone No. | Value of Contract and Other Details | Remarks. |
|--------------------|----|---|--|-------------------------------------|----------|
| FROM | TO | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Place :

(Signature of the Bidder, with Official Seal)

Date :

PART 3

Undertaking

I / We hereby undertake that if any information given in the technical bid / Tender Document is found false / incorrect at any stage after opening of the tender, the bid shall be rejected and EMD / Bid Security shall be forfeited and in case of successful bidder the Performance Guarantee will be forfeited by Principal, Dr. B.B.A Government Polytechnic, Karad.

**Name & Signature of
the Contractor Or is
Authorized Signatory
with seal of the
Agency / Company**

FORM III

COMMERCIAL BID

DAILY MESS RATE : RATES QUOTED

PART 4

| Sr. No. | Description | Rate in Figure | Rate in Words |
|----------------|---|-----------------------|----------------------|
| 1 | Rate per day per student for morning tea and breakfast* | | |
| 2 | Rate per day per student for lunch* | | |
| 3 | Rate per day per student for dinner* | | |
| 4 | Total cost (per day per student)* | | |

Place :

(Signature of the Bidder, with Official Seal)

Date :

FORM IV**QUOTED – RATES TO BE CHARGED FOR THE ITEMS TO BE SERVED IN
HOSTEL MESS AND CANTEEN**

| Sr. No. | Description | Minimum Quantity | Rate in Figure | Rate in Words |
|----------------|--|-------------------------------|-----------------------|----------------------|
| 1 | Hot Coffee | 100 ml. | | |
| 2 | Hot Tea | 100 ml. | | |
| 3 | Hot Milk | 200 ml. | | |
| 4 | Samosa | 1 Pc. | | |
| 5 | Gulab Jamun | 1 Pc. | | |
| 6 | Veg. Sandwich | 1 Pc. | | |
| 7 | Toast with Butter | 1 Pc. | | |
| 8 | Confectionery Items i.e Biscuit (70 Grms) Chocolates Wafers | 1 Packet 1 Pc. 50 Grms. | | |
| 9 | Juice (Tetra Packs only) | 100 ml. | | |
| 10 | Vada Pav (1 Pc. Each) | Per Plate | | |
| 11 | Pakoda (100 Grms) | Per Plate | | |
| 12 | Upma with Coconut Chatni | Per Plate | | |
| 13 | Utpam with Samber & Coconut Chatni | Per Plate | | |
| 14 | Masala Dosa with Samber & Coconut Chatni | Per Plate | | |
| 15 | Idli (2 piece) with Samber & Coconut Chatni | Per Plate | | |
| 16 | Mendu Vada (2 piece) with Samber & Coconut Chatni | Per Plate | | |
| 17 | Veg. Cutlet (2 piece) | Per Plate | | |
| 18 | Aloo Puri | Per Plate | | |
| 19 | Kanda / Batata Pauah (100 Grms) | Per Plate | | |
| 20 | Dhokla / Khaman (100 Grms) | Per Plate | | |
| 21 | Ice Cream (50 ml) | Per cup | | |
| 22 | Lassi (Tetra Packs only) | Per Packet | | |
| 23 | Curd (Tetra Packs only) | Per Packet | | |
| 24 | Buttered Milk (Tetra Packs only) | Per Packet | | |
| 25 | Mineral Water (500 ml.) (1 ltrs) | Per Bottle Per Bottle | | |

LUNCH / DINNER (IN STANDARD SIZE / QUANTITY) PER PLATE FOR HOSTEL MESS

| | | | | |
|----|---|-----------|--|--|
| 26 | Thali (Full) (2 Paratha / 5 Roti / 5 Puri / Rice + Dal + Seasonal Veg. + Salad + Pickle + Papad) | Per Plate | | |
| 27 | Thali (Limited) (Rice + Dal + 1 Sabji + 4 Roti) | Per Plate | | |
| 28 | Fried Rice | Per Plate | | |
| 29 | Veg. Pulao | Per Plate | | |
| 30 | Aloo Paratha(150 Grms) | | | |
| 31 | Methi Paratha(150 Grms) | | | |
| 32 | Gobi Paratha(150 Grms) | | | |
| 33 | Feast Lunch Puri (5 Nos.) / Chapti (3 Nos.), Vegetable Mix Dry (100 Grms), Green Vegetable, Vegetable Gravy (Paneer) (50 Grms), Jeeral Rice / Masala Rice / Veg. Pulav (100 Grms), Salad, Papad, Pickel, Sweet Dish [(Sweet Dish Consisting of 2 pieces of Gulab Jam / Moong Halva (50 Grms) / Gajar Halva (50 Grms) / Pineapple Shira (50 Grms)] / Fruit, Curd (50 Grms), | | | |

LUNCH (IN STANDARD SIZE / QUANTITY) PER PLATE FOR CANTEEN

| Sr. No. | Description | Minimum Quantity | Rate in Figure | Rate in Words |
|----------------|---|-------------------------|-----------------------|----------------------|
| 1 | Rice (Premium Quality) | 100 Grms | | |
| 2 | Dry Bhaji | 50 Grms | | |
| 3 | Vegetable Bhaji (Gravy) | 50 Grms | | |
| 4 | Dal | 50 Grms | | |
| 5 | Curd / Raita | 50 Grms | | |
| 6 | Puri (5 Nos.) / Paratha (2 Nos.) / Chapati (5 Nos.) / Roti (3 Nos.) | | | |
| 7 | Papad | 1 Pc | | |
| 8 | Pickle | 10 Grms | | |
| 9 | Sweet | 50 Grms | | |
| 10 | Ice Cream | 50 MI. | | |

Place :

(Signature of the Bidder, with Official Seal)

Date :

| Sr. No. | ITEM | BRAND |
|----------------|--|--|
| 1 | Atta | Aashirvad, Pilsbury, Nature Fresh, Annapurna, Shakti Bhog |
| 2 | Besan, Dal | Rajdhani, Shakti Bhog, Ahaar, Tata, Shakti. |
| 3 | Biscuits, Cookies | Britannia, Parle, Good Day, Sunfeast, Dukes. |
| 4 | Bread, Bun | Harvets, Britannia, Amul |
| 5 | Butter, Cheese | Amul, Britannia, Mother Dairy |
| 6 | Coffee | Nescafe, Bru, Barista |
| 7 | Cold Drinks | Pepsi, Coca-Cola, Slice, etc |
| 8 | Chocolates | Amul, Cadbury, Nestle, etc |
| 9 | Custard | Tops, Pilsbury |
| 10 | Ice Cream, Lassi, Curd, Buttered Milk. | Devbhog, Amul, Cream Bell |
| 11 | Jam | Kissan, Nafed, Tops |
| 12 | Juices | Real, Tropicana |
| 13 | Ketchup | Kisan, Heinz, Tops |
| 14 | Lemon Water | Hello, Limca. |
| 15 | Milk | Amul, Devhog, Vasudhara, etc |
| 16 | Mineral Water | ISI marked Kinley, Bisleri, Ganga, Acquaфина. |
| 17 | Mixtures / Chips | Haldiram, Bikaner, Lays, Everest, Balaji |
| 18 | Noodle, Soup, Pasta | Knorr, Tops, Patanjali |
| 19 | Oil | Groundnut refined oil such as Sundrop, Fortune, Nature Fresh, Rajmoti, Godrej. |
| 20 | Paneer | Amul, Devbhog, etc |
| 21 | Papad | Lijjat, Nilons, MTR |
| 22 | Pickle | Mother's, Priyaor, Tops, Nilsons |
| 23 | Rice | Fortune, Patanjali, Dawat, Tulsi Gold, Mataji |
| 24 | Salt | Iodized salt such as Tata, Annapurna, Nature Fresh, Captain Cook |
| 25 | Soya Chunks | Nutrela |
| 26 | Spices | MDH, MTR, Catch, Everest |
| 27 | Sauce | Kissan, Heinz, Tops. |
| 28 | Sweet | Bikaner, Halidiram |
| 29 | Tea | Brook Bond, Lipton, Tata, Taj Mahal, Vaghabakri, Hasmukhrai. |
| 30 | Wafers | Lays, Haldiram, Parle. |

Note : The Contractor may use other brands of material which meet relevant food standards after obtaining prior written approval from competent authority of Dr. B.B.A Government Polytechnic, Karad.

The Contractor shall procure and use all fresh and of standard / good quality raw material, fruits, eatables, fuels etc. necessary for running for the Hostel Mess and Canteen at his own costs. The quality of food shall be maintained in consultation with competent authority of Dr. B.B.A Government Polytechnic, Karad, and the decision of the competent authority of Dr. B.B.A Government Polytechnic, Karad, in respect of quantity and quality of food shall be final.

The Contractor shall also undertake and ensure that all the raw material including milk, fruits, etc. shall be available during the course of the working hours of the centre and he / she shall also arrange to supply the food items tea, coffee, juice, snacks, etc. even beyond the working hours and / or on holiday, if required by the competent authority of Dr. B.B.A Government Polytechnic, Karad, at the same rate.

TERMS AND CONDITIONS FOR SUBMITTING THE TENDER FOR RUNNING HOSTEL MESS AND CANTEEN IN DR. B. B. A. GOVERNMENT POLYTECHNIC, UT ADMINISTRATION OF DADRA & NAGAR HAVELI, AT KARAD (D.P)

- 01) A bidder has to bid for both of them i.e for running Hostel Mess and Canteen. Single Tender for running Hostel Mess or Canteen will not be valid.
- 02) Tenders shall be awarded combined.
- 03) The successful tenderer will be finalized by the competent authority of the Government Polytechnic based on:-
 - i. His experience,
 - ii. contract executed earlier / contract in hand
 - iii. capacity to prepare regional food, managerial ability and
 - iv. other relevant factors as considered appropriate by competent authority of the Government Polytechnic.
- 04) The final decision on award of tenders shall be taken after the successful tenderer has been interviewed and the presentation assessed by the competent authority of Government Polytechnic. The decision of the competent authority of Government Polytechnic shall be final.
- 05) The successful tenderer shall provide the limited diet to the hosteller, daily students of the Government Polytechnic, Government Polytechnic employees and visitors as per the quoted price.
- 06) The successful tenderer must have at least Two years of experience.
- 07) The successful tenderer should not have been blacklisted ever in the past and should not have been penalized for not meeting the provisions of Food Adulteration Act, 1954. A self-certification is required to be submitted by the contractor on letter head.
- 08) The successful tenderer shall have to execute an appropriate agreement with the college on a non-judicial stamp of Rs.1000/- accepting all terms and conditions.
- 09) The successful tenderer shall be required to pay electricity charges, water charges, license fee of occupied premises and other facilities used by him.
- 10) It shall be the duty of the successful tenderer to maintain the Hostel Mess and Canteen area (in and around) in a clean and hygienic condition. Housekeeping, sewer and routine maintenance expenses of the Hostel Mess, Canteen and dining area will be borne by the successful tenderer.
- 11) The successful tenderer shall abide by all the prevailing laws for running of Hostel Mess and Canteen and shall do all the necessary formalities of obtaining licenses / permission etc. on his own. The Government Polytechnic shall not take any responsibility for any legal provisions not met by the successful tenderer & on account of this the successful tenderer shall solely be responsible.
- 12) The successful tenderer shall ensure that applicable labour laws and minimum wages act are complied with.
- 13) The kitchen of the Hostel Mess and Canteen shall be maintained with best of hygiene standard.
- 14) The successful tenderer shall take all precautions to maintain quality of the food served. In no case stale / old stuff / preparations shall be served.
- 15) The successful tenderer must not use / store any hazardous chemical / dangerous element / banned or expired products in the Hostel Mess and Canteen which may pose threat to the health and safety of the people.
- 16) The successful tenderer shall use the good quality branded cooking medium and should ensure that only standard material / ingredients for cooking and serving are used. No local / sub-standard material / ingredients shall be allowed. The tenderer is advised to quote the rates of food items keeping in view the cost factor of the ingredients / material which shall be of good quality.
- 17) The successful tenderer shall not use the Hostel Mess / Canteen / Government Polytechnic premises for residential purpose neither for self nor his relatives.
- 18) The successful tenderer shall not sublet the contract to any vendor. Subletting in any form shall not be allowed.
- 19) The successful tenderer shall provide a list of the employees along with their identification & proof of permanent address.
 - (a) Any change in the staff shall be reported immediately and relevant proof of identification shall have to be submitted again to the Principal, of this Government Polytechnic.
 - (b) The successful tenderer shall solely be responsible for the conduct / behavior of the staff employed by him in the Hostel Mess and Canteen and shall solely be responsible for any

- mishappening or undesirable incidence on account of the conduct / behavior of the staff engaged by the successful tenderer.
- (c) The staff of the successful tenderer shall abide by the instructions issued by the college authorities from time to time and their movement in the college shall be restricted.
 - 20) The successful tenderer shall ensure to keep all his belongings under lock and key. The successful tenderer shall be solely responsible for any loss, damage; theft etc. occurring in Hostel Mess and Canteen and no compensation of any kind shall be made by this Government Polytechnic.
 - 21) The successful tenderer shall have to ensure that the Hostel Mess and Canteen staff employed wears full dress with proper gloves, head cover, apron etc. The successful tenderer shall have to take all the measures to maintain good hygiene during the preparations and serving.
 - 22)(a) The approved rates of the food items as accepted shall not be increased by the successful tenderer without prior permission of the competent authority of this Department. Similarly, no other item shall be sold by the successful tenderer outside the approved list, without permission of the competent authority of this Department.
 - 22)(b) The successful tenderer shall display the rates of items, as approved upon by the competent authority of the Department, at prominent places of Hostel Mess and Canteen & staff room and hosteller accommodation of this Government Polytechnic.
 - 22)(c) The successful tenderer shall display the menu every day on the notice board of the Hostel Mess and Canteen.
 - 23) The successful tenderer shall have to make his own arrangements to remove / dispose-off wet and dry garbage and shall not use Government Polytechnic premises for dumping of the garbage. A covered trolley shall be made available for day to day dumping of the wet and dry garbage. The successful tenderer has to ensure that the garbage is not scattered helter and skater and there and shall have to arrange proper dustbins. The garbage of these dustbins shall be properly disposed-off by the successful tenderer.
 - 24) The successful tenderer shall have to provide "Complaint and Suggestion Book" and the same shall be made available to anyone who desires to record any complaint or suggestion. The same shall be submitted to the Director's office for inspection every month.
 - 25) The successful tenderer shall not close the Hostel Mess and Canteen without prior permission from competent authority of the Government Polytechnic. The Hostel Mess and Canteen shall remain open on Saturdays/Sundays/ Vacations/Holidays as per the requirement of the Government Polytechnic.
 - 26) The semesters and / timings will be as under:
 - a. 1st Semesters: August to end December.
 - b. 3rd and 5th Semester: June to October.
 - c. 2nd ,4th ,6th Semester: January to May.
 - d. **Hostel Mess.**
Morning Tea and Breakfast: 07.00 A.M to 08.30 A.M.
Lunch: 12:00 P.M. to 01.30 P.M.
Dinner: 07.30 P.M. to 09.00 P.M.
 - e. **Canteen.**
From 07:00 A.M. to 05:00 P.M. on Monday to Saturday (2nd and 4th Saturday and Sundays closed).
 - 27) If it is found/reported that there has been a gross misconduct, negligence, non-compliance of orders, requiring immediate action, the contract can be terminated without any notice by the Principal, of the Government Polytechnic. The Principal, of the Government Polytechnic, shall have the rights to revoke the contract immediately without any notice.
 - 28) The items belonging to the Government Polytechnic shall be handed over to the successful tenderer in working condition by an separate agreement. After the expiry of the contract, all the belongings of the Government Polytechnic should be handed over to the Government Polytechnic, by the successful tenderer, for which the Government Polytechnic has undergone a separate agreement.
 - 29) The successful tenderer shall have to ensure that the agreement made by the Government Polytechnic with any other party shall be enforceable upon him also. He shall have to ensure that no competitive product not on the initial list is sold in the Hostel Mess and Canteen for which the Government Polytechnic has undertaken separate & exclusive tie up.

- 30) There shall be an observation period of 03 months from the date of award of contract during which the work and conduct of the successful tenderer shall be observed & assessed. During this period, the competent authority may terminate the contract without notice period. Further, extensions shall depend on the satisfactory performance of the successful tenderer.
- 31) The Officer(s) / Official(s) as deputed by the Principal, Government Polytechnic can inspect the Hostel Mess and Canteen at any time to check the quality of food preparation, hygiene conditions, staff conduct etc.
- 32) Any loss to the property of the Government Polytechnic caused by the successful tenderer shall be borne by the successful tenderer.
- 33) The contract shall be initially for a period of one year extendable annually for a period upto three years (total period) on mutual agreement and subject satisfactory performance of the successful tenderer.
- 34) The successful tenderer shall ensure compliance to the existing employment rules / acts as prescribed in the Labour Laws. The Contract Labour Act / The Child Labour Act / Payment of Minimum Wages Act / The Payment of Wages Act, and other Law / Local Rules / Statutory Clauses, as applicable from time to time. The successful tenderer shall ensure good conduct of his employees / staff as laid down in the existing Laws of the Land.
- 35) No child below the age of 18 years is to be employed. Strict action as per the law shall be taken for violation of this clause.
- 36) That the successful tenderer shall be solely and absolutely responsible for getting registered his employees / staff with the Employee Provident Fund Scheme and ESI facility as applicable. The successful tenderer is required to submit a Photostat copy of Employees Provident Fund and ESI deposited with the Government agency in every month as a proof.
- 37) The successful tenderer shall not sell any tobacco products (including Beeri, Cigarettes, Hooka, Cigars or any product containing tobacco in any form), Alcoholic products (including Beer) intoxicants of any type or kind and any other prohibited product / item, as laid down in the law. In case of violation of the same by anyone, the successful tenderer would inform the Government Polytechnic authorities in writing, failing which the successful tenderer shall be liable for disciplinary action including termination of contract.
- 38) In case of any dispute, the matter shall be resolved amicably. However, if the matter still remains unresolved, the same shall be resolved by an arbitrator appointed by the competent authority of the Government Polytechnic, the decision of which shall be final & binding to both the parties.
- 39) Any dispute is subject to the Jurisdiction of Courts situated in Union Territory of Dadra and Nagar Haveli.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

GENERAL TERMS AND CONDITIONS FOR SUBMITTING THE TENDER FOR RUNNING HOSTEL MESS AND CANTEEN IN DR. B. B. A. GOVERNMENT POLYTECHNIC, UT ADMINISTRATION OF DADRA & NAGAR HAVELI, AT KARAD (D.P)

- 1) Any conditional offers made by the tenderer or any alternations / corrections made in the tender form shall not be considered. Similarly incomplete and unsigned tender documents are liable to be rejected.
- 2) The Principal, Dr. B.B.A Government Polytechnic, reserves the right to accept or reject any tender without assigning any reason thereof.
- 3) The tender submitted by the bidders should remain valid for a period of 60 days from the date of opening of tenders.
- 4) Each tender must be accompanied by an Earnest Money Deposit of Rs. 50,000/- (Rupees Forty Five Thousand only) by way of Demand Draft in favour of Principal, Dr. B.B.A Government Polytechnic, UT Administration of Dadra & Nagar Haveli, at Karad, without which the tender shall be summarily rejected.
- 5) The bidder signing the tender or other documents connected with the tender must specify whether he signed as:
 - i. A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - ii. A partner of the firm if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firms.
 - iii. Director or Principal Officer duly authorized by the Board of Directors of the company.
- 6) In case of 5(ii) above, a copy of the partnership agreement or general power of attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or general power of attorney should be furnished. The attested copy of the certificate of registration of firm should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm.
In case of (iii) the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
- 7) The service provider will have to pay the rent of Hostel Mess and Canteen per month as mentioned in this Tender.
- 8) The list of items with the estimated rates to be charged are to be charged at market rate inclusive of GST as applicable.
- 9) The service provider shall specify the number of employees who will be stationed in Dr. B.B.A Government Polytechnic, Karad Campus and provide complete details about them. The service provider shall also provide police verification report of all their employees working with Dr. B.B.A. Government Polytechnic Campus.
- 10) The Canteen shall serve from 7.00 A.M. to 09.00 P.M. on all days of the week.
- 11) The service provider shall occupy the accommodation earmarked for Hostel Mess, its Kitchen and Canteen, and its kitchen and shall not occupy the adjacent verandas and open space.
- 12) The service provider shall ensure that their employees do not loiter around in the campus. In case of any loss to Dr. B.B.A Government Polytechnic at Karad, caused by the employees of the service provider, the service provider will be penalized at the discretion of competent authority of the Dr. B.B.A. Government Polytechnic at Karad.
- 13) The Hostel Mess and Canteen service provider shall ensure high standard of cleanliness, hygiene and sanitation in the Hostel Mess, its kitchen and Canteen and its kitchen, 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 canteen. The Housekeeping inside the Hostel Mess, its kitchen and Canteen, its kitchen and service areas shall be sole responsibility of the service provider.
- 14) The service provider shall ensure that the chef have proper shave and clipped nails while cooking food and should wear apron and head gear.

- 15) The service provider may engage at least / minimum members for smooth functioning of the Hostel Mess and Canteen which may include manager / supervisor, chef, chef's helper, for washing utensils, for maintenance of Hostel Mess and Canteen area, for food counters and to serve .
- 16) 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.
- 17) The raw material used for cooking can be checked by Dr. B.B.A Government Polytechnic, Karad Officer(s) / Official(s) at any time and if substandard / unauthorized material is found, the service provider shall be penalized at the discretion of competent authority of Dr. B. B. A Government Polytechnic, Karad and service provider shall have to abide by it.
- 18) The service provider shall be required to display the price list of all the food articles, snacks, soft drinks, tea, coffee etc. in the Hostel Mess and Canteen. The prices of the items sold in Hostel Mess and Canteen shall not be more than the local market rate and shall be got approved & reviewed by competent authority of Dr. B. B. A Government Polytechnic, Karad Officer(s) / Official(s) on regular basis. The approved rate list shall be displayed at proper location within the Hostel Mess and Canteen areas by the service provider.
- 19) The competent authority reserves the right to accept or reject any or all the offers either fully or partly without assigning any reason thereof.
- 20) The workmen employed by the service provider shall be directly supervised and controlled by the service provider, and shall have no relation whatsoever with Dr. B. B. A Government Polytechnic, Karad. Dr. B. B. A Government Polytechnic, Karad, 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 Dr. B. B. A Government Polytechnic, Karad for service or regularization of services by virtue of being employed at Dr. B. B. A Government Polytechnic, Karad against any temporary or permanent posts at Dr. B. B. A Government Polytechnic, Karad.
- 21) It shall be compulsory for the Hostel Mess and Canteen 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, twice a week,
 - (e) Periodic spraying of insecticides,
 - (f) Cleaning the dining tables with detergent and water at the end of the day,
 - (g) Thorough cleaning of wash basins with detergent at the end of the day.
- 22) The catering staff engaged by the Service provider shall:
 - (a) Show professional courteous behaviour at all times,
 - (b) Staff must wear neat and clean uniform, 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.
- 23) Service provider shall not sell any cigarette, bidi, pan, alcohol etc. in the canteen and in the Dr. B. B. A Government Polytechnic, Karad 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.
- 24) 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,
 - (b) Vegetables, bread, fruits, etc 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 competent authority of Dr. B. B. A Government Polytechnic, Karad should be invariably followed. The competent authority of Dr. B. B. A Government Polytechnic, Karad shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and
 - (e) waste and garbage disposal must be done twice a day on regular basis.

- 25) The Service provider shall ensure that the staff engaged by him observes safety precautions and security regulations at the Dr. B.B.A Government Polytechnic, Karad campus, Hostel Mess and in the Canteen.
- 26) The Service provider shall not utilize the premises and facilities of the Dr. B.B.A Government Polytechnic, Karad to cater any other client, other than Dr. B.B.A Government Polytechnic, Karad students, faculty, staff and visiting faculties.
- 27) The service provider will also serve tea / coffee / cold drinks, snacks, high tea, lunch / dinner etc. in various official meetings, programmes, seminars and functions organized by the Institute from time to time. In addition, people visiting Dr. B. B. A Government Polytechnic campus in connection with various academic activities of the Institute may also avail these services at price agreed by the competent authority of Dr. B. B. A Government Polytechnic, Karad.
- 28) The service provider shall ensure that either he himself remains present during breakfast / lunch / dinner services to the students or one of his responsible supervisors remains present.
- 29) The Service provider shall not keep the canteen closed without prior permission from the competent authority of Dr. B. B. A Government Polytechnic, Karad. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by competent authority of Dr. B. B. A Government Polytechnic, Karad, as it may deem fit.
- 30) If Service provider fails to serve food for Hostel students on any day without prior permission of the competent authority of Dr. B.B.A Government Polytechnic, Karad, Dr. B.B.A Government Polytechnic, Karad will make such arrangements and the cost incurred on such arrangement shall be recovered with penalty to be decided by competent authority of Dr. B. B. A Government Polytechnic, Karad.
- 31) The service provider shall bring his own tools and utensils in sufficient quantity as needed to maintain the Hostel Mess and Canteen services, in addition to what is provided by Dr. B. B. A Government Polytechnic, Karad.
- 32) The service provider and his staff must abide by various rules and regulations of Dr. B.B.A Government Polytechnic, Karad, as prevalent from time to time.
- 33) The service provider will, prior to the commencement of the operation of contract, make available to the competent authority of Dr. B. B. A Government Polytechnic, Karad, the particulars of all the employees who will be deployed at the Dr. B. B. A Government Polytechnic, Karad premises for running the Hostel Mess and Canteen. Such particulars, inter alia, should include age / date of birth, permanent address, police verification report and profile of the health status of the employees.
- 34) The service provider shall not appoint any sub-contractor to carry out his obligations under the contract.
- 35) The service provider will deploy adequate manpower for work during late hours and on Saturdays / Sundays, including other holidays, according to the requirement of Dr. B.B.A Government Polytechnic, Karad and the hostellers / staff / faculty, During summer / winter breaks, caterer will depute at least adequate staff i.e cooks and waiters to cater to the officers and staff members of Dr. B. B. A Government Polytechnic, Karad and the Hostel Mess and Canteen will function normally.
- 36) 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 Dr. B. B. A Government Polytechnic, Karad, in case the Dr. B. B. A. Government Polytechnic, Karad, is held liable for the lapse if any, in this regard.
- 37) 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 Dr. B.B.A Government Polytechnic, Karad immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- 38) The contract once awarded can be terminated by either party after giving one months' notice to the other party. Nevertheless, Principal, Dr. B.B.A Government Polytechnic, Karad, would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of Dr. B.B.A Government Polytechnic 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 competent authority, Dr. B.B.A Government Polytechnic, Karad, in this regard would be final and binding on the Service provider. In such an event the competent authority, Dr. B.B.A Government Polytechnic, Karad, shall have the right to engage any other service provider to carry out the task.

- 39) The Service provider and his staff shall comply with all instructions and directions of the competent authorities of Dr. B.B.A Government Polytechnic, Karad 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 competent authorities of Dr. B.B.A Government Polytechnic, Karad, without waiting for confirmation by the service provider.
- 40) The arrangement shall be valid initially for a period of one year from the date of award of the contract. The contract could be renewed further for two terms of one year each on mutually agreed terms & conditions, depending upon satisfactory services of the Service provider.
- 41) All the workers engaged by the service provider for carrying out tasks under this contract, shall be deemed to be the employees of the service provider only. The service provider shall be solely responsible for their conduct, wages, fringe benefits, duty roster, leave-records, relievers, etc. The service provider shall also provide its Workers photo-identity cards which shall be checked by the competent authorities of Dr. B.B.A Government Polytechnic, as and when necessary.
- 42) Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

FINANCIAL TERMS & CONDITIONS FOR SUBMITTING THE TENDER FOR RUNNING HOSTEL MESS AND CANTEEN IN DR. B. B. A. GOVERNMENT POLYTECHNIC, UT ADMINISTRATION OF DADRA & NAGAR HAVELI, AT KARAD (D.P)

- 1) The service provider will be solely responsible to collect the payment of tea / breakfast / lunch / dinner charge of hostel mess from the hosteller on daily basis or monthly basis, as deemed fit, on submission of relevant invoice / bill. The defaulter hosteller information shall be submitted by the service provider to the Principal, Dr. B.B.A Government Polytechnic, Karad.
- 2) The charges will not be payable to the service provider for the period of announced holidays of Dr. B.B.A Government Polytechnic, Karad / period during which the students will not be available due to academic requirements. Such periods will be notified in advance to the service provider. However, hosteller will individually pay for the services being availed during such period.
- 3) Charges for the lunch, snacks etc. provided on occasions as per the orders of competent authority of Dr. B.B.A Government Polytechnic, Karad and price agreed by the competent authority of Dr. B.B.A Government Polytechnic, Karad, shall be paid on submission of bills.
- 4) In addition to catering services to students for Tea, Breakfast, Lunch & Dinner included in the Hostel Mess, if any student buys beverages / bakery items / fruits etc. available at the Canteen Counter, the Service provider shall charges the prescribed rates directly from the students in cash. The Institute shall not be responsible for any such dues from students. Also, if any student entertains their friends / guests / family members at the Hostel Mess / Canteen, such charges should be collected by the Service provider, directly from students.
- 5) Similarly, as and when faculty / staff / visiting faculty avail Hostel Mess / Canteen services, such charges should be collected by the service provider directly, and the Dr.B.B.A Government Polytechnic, Karad shall not be responsible for the same.
- 6) Dr. B.B.A Government Polytechnic, Karad 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 responsibility of the service provider.
- 7) Income Tax / GST, as per prevalent laws, shall be deducted at source while making payment of Service provider's bills.
- 8) The service provider shall be required to deposit an amount of Rs. 1,00,000/- (Rupees One Lakhs only) as Security Deposit immediately after issue of Work Order in the form of Demand Draft of Nationalized Bank / Schedule Bank only in favour of Principal, Dr. B.B.A Government Polytechnic payable at Karad. No interest shall be paid on such Security Deposit, which shall remain with Principal, Dr. B.B.A Government Polytechnic, Karad during the continuance of the contract and it shall be released only three months after the expiry or termination of the contract, subject to clearance of all dues by the service provider.
- 9) The service provider will be responsible for payment of rent for an amount of Rs.2400/- (Rupees Two Thousands Four Hundreds Only) per month, through the prescribed mode of payment, toward the use of premises of Hostel Mess and Canteen in Dr.B.B.A Government Polytechnic.

**Sd/-
Principal
Dr. B.B.A. Government Polytechnic**

ARBITRATION

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 arbitral tribunal comprising of three arbitrators, one to be appointed by each party and the two appointed arbitrators shall jointly appoint the third arbitrator for the purposes of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Union Territory of Dadra & Nagar Haveli. The language of arbitration shall be English.

**Sd/-
Principal
Dr. B.B.A. Government Polytechnic**

JURISDICTION

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 Union Territory of Dadra & Nagar Haveli 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.

**Sd/-
Principal
Dr. B.B.A. Government Polytechnic**

WAIVER

No failure or delay by Dr. B.B.A Government Polytechnic, Karad in enforcing any right to remedy of Dr. B.B.A Government Polytechnic, Karad 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 Dr. B.B.A Government Polytechnic, Karad and notwithstanding such failure or delay, Dr. B.B.A Government Polytechnic, Karad shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

HOSTEL MESS SERVICE

Scope of Work: To prepare food and serve breakfast, lunch and dinner for students, guests and visitors as per menu suggested by the competent authority of Dr. B.B.A Government Polytechnic, Karad after taking into account the availability of seasonal vegetables and fruits, eating habits of the residents who have come from different parts of the country and the paying capacity of the members. Care should be taken to prescribe a balanced diet at a reasonable price. The workers have to work under the guidance of service provider. The workers will work in Kitchen and Dining Hall. Cleaners cannot be used for kitchen work.

**Sd/-
Principal
Dr. B.B.A. Government Polytechnic**

CANTEEN SERVICE

Scope of Work: Preparation, processing, cooking and serving of prepared and cooked food items, after taking into account the availability of seasonal vegetables and fruits, to the faculty, staff, students in canteen as per terms and conditions of tender document. The workers have to work under the guidance of Supervisor. The workers will work in Kitchen and Dining Hall. Cleaners cannot be used for kitchen work.

**Sd/-
Principal
Dr. B.B.A. Government Polytechnic**

ADDITIONAL CONDITION 1: Award of Hostel Mess & Canteen operation contract:

- i) The Dr. B.B.A Government Polytechnic, Karad will award the Hostel Mess and Canteen operation contract as per the following procedures.
- ii) Notwithstanding the above, the Dr. B.B.A Government Polytechnic, Karad reserves the right to accept or reject any tender and to cancel the bidding process and reject all the quotations at any time prior to the award of contract. Also, Dr. B.B.A Government Polytechnic, Karad reserves the right to select or reject any bid without assigning any reason thereof.
- iii) The bidders whose bid is accepted will be notified for the award of the contract by the Dr. B.B.A Government Polytechnic, Karad. The terms and conditions of the accepted offer shall be incorporated in the contract.
- iv) Bidder have to submit the proof of applying the labour license within one month of issue of work order.
- v) Hostel operation contract will be allotted on the basis of the allotted mess to operating agency.
- vi) Submitted tender should be valid for three months from the tender due date.
- vii) All disputes shall be subject to Union Territory of Dadra & Nagar Haveli Jurisdiction only.
- viii) Bidder who do not comply the above points will be treated as irresponsible and no communication will be given in that regard and allotment will be offered to the next bidder in the merit list.

**Sd/-
Principal
Dr. B.B.A. Government Polytechnic**

ADDITIONAL CONDITION 2:**General Terms and Conditions:**

- i) Hostel Mess and Canteen bidder (herein after referred as bidder) will be finalized based on his / her experience, contracts executed earlier, capacity to prepare food of all regions, managerial abilities and other relevant factors as considered appropriate by the tender committee. If required, a team constitute with the approval of competent authority of Dr. B.B.A Government Polytechnic, Karad, may also take visits to check up the quality of food being served etc. by the bidder at the place of his / her current contract of catering / mess / canteen services. The bidder is required to note that health, hygienic safety and satisfaction of the hosteller is the prime concern of the hostel authority. On behalf of the students of Hostels, the competent authority of Dr. B.B.A Government Polytechnic, Karad, hereby lays down the following terms and conditions which shall be binding to the bidder.
- ii) The Dr. B.B.A Government Polytechnic will provide necessary facilities such as, electricity, water. These facilities will be in the charge of the Bidder and he / she will be responsible for any loss / damage other than usual wear and tear. In case of any loss or damage, the bidder will has to replace the lost items / carry out necessary repair, subjected to approval and instructions of the competent authority of Dr. B.B.A Government Polytechnic, Karad. The bidder will also be responsible to pay the bill of electricity, water, etc, on monthly basis.
- iii) The bidder is required to keep one Hotel Mess & Canteen Manager, one cook and a helper for effective functioning and management of the Hostel Mess and Canteen. The age of every Hostel Mess and Canteen worker must be between 20 to 40 years.
- iv) The bidder and Hostel Mess & Canteen workers have to behave politely with hostellers, students, faculty, staff, visitors, etc.
- v) Smoking and intoxication (drug, alcohol, Gutkha, Tambaku, etc.) is strictly prohibited in the Dr. B.B.A Government Polytechnic, Karad premises.
- vi) One month notice is required on either side for the termination of the contract service if such a condition arises during the contract period.
- vii) Quality control will be done by the Officer(s) / Official(s) appointed by the competent authority of Dr. B.B.A Government Polytechnic, Karad. Monitoring of quality of food, hygiene, cleanliness, etc. in the Hostel Mess and Cateen operation area will be carried out on weekly basis and final score will be derived by taking average of weekly Quality Score (QS). The following scale will be adopted for monitoring of quality.

| | | | | | | |
|---------|---|-----------|------|------|------|----------------|
| Quality | : | Very Poor | Poor | Good | Very | Good Excellent |
| Rating | : | 1 | 2 | 3 | 4 | 5 |

Penalty will be imposed, if QS for the month will be less than 3.5 or below. The penalty amount will be decided by the competent authority of Dr. B.B.A Government Polytechnic, Karad.
- viii) The bidder shall be completely responsible for appropriate behaviour of the Hostel Mess and Canteen workers. If it is found that any worker has misbehaved with any of the hosteller, students, faculty, staff, etc. he / she has to take action as suggested by the Principal, Dr. B.B.A Government Polytechnic, Karad.
- ix) The bidder shall provide other prepared food items like biscuits, wafers, namkins and flavored milk etc. in consultation with the Principal, Dr. B.B.A Government Polytechnic, Karad, whenever such need arises.
- x) Hostel Mess and Canteen will be closed as per the prior instructions of Dr. B.B.A Government Polytechnic, Karad, during vacation.
- xi) Bidder shall enter into an agreement for execution of this contract as per prevalent rules and regulations of Government of India and shall bear full cost for the same.
- xii) The contractor shall not appoint any sub- contractor for the work assigned to him without the written permission of the Principal, Dr. B.B.A Government Polytechnic, Karad. Also, no part of the contract, nor any share or interest therein shall in any manner or

- degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever.
- xiii) At any circumstances the staff / employee of bidder / contractor shall not have any claim what so ever for any type of employment with Dr. B.B.A Government Polytechnic, Karad.
 - xiv) The bidder submitting tender would be deemed to have inspected the premises, and to have considered and accepted all the terms and conditions of contract. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders the form and nature of the site, the means of access to the site, the accommodation they require and in general shall themselves obtain all necessary information as to risks, contingencies and circumstances which may influence or effect their tender. A Tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed by Principal, Dr. B.B.A Government Polytechnic, Karad.
 - xv) Any action on the part of the tender to influence any officer(s) / official(s) of Dr. B.B.A Government Polytechnic, Karad or canvassing in any form shall make the tender liable for rejection.
 - xvi) The contract will be for a period of one year initially, which can be extended annually for a period upto three years(s) (total period) on mutual agreement and depending on satisfactory performance of the successful tenderer of the initial period of the contract as determined by the competent authority of Dr. B.B.A Government Polytechnic, Karad.
 - xvii) Time is the essence of this contract. In case the contractor fails in fulfilling the obligations fully and in time, the competent authority of Dr. B.B.A Government Polytechnic, Karad, shall have the right to take up the work at the Contractor's cost and risk and recovery and all such expenses from the amounts due to the Contractor including Security Deposit.
 - xviii) All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
 - xix) The members of committee constituted with the approval of the competent authority of Dr. B.B.A Government Polytechnic, Karad, shall have the power to inspect the Hostel Mess and Canteen and its services at any time.
 - xx) If in the opinion of the members of the committee, the performance of any of the persons deployed is not satisfactory or he / she is not amenable to discipline or their behavior is not conducive to retain them for the work, he /she should be replaced immediately.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

ADDITIONAL CONDITION 3:

SELECTION CRITERION OF SUCCESSFUL BIDDER

- i) The successful bidder shall be selected on the basis of lowest overall quote. Bidder is required to provide details in annexure along with total sum for comparison.
- ii) Any attempt in trying to manipulate the bid by Quoting unreasonable prices and ingredients will render the bid invalid and that bid will be rejected. Decision of competent authority of Dr. B.B.A Government Polytechnic, Karad, in this regard will be final and binding.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

ADDITIONAL CONDITION 4:**MESS SERVICE**

- i) The Canteen Service provider shall provide the unlimited diet to the hosteller, day scholars, employees and visitors as per the quoted price.
- ii) Bidder shall provide light food to the sick student(s) during his / their sickness period and no extra charge will be paid for the same.
- iii) The timings may be changed as and when such circumstances arise, with the approval of Principal, Dr. B.B.A Government Polytechnic, Karad.
- iv) Daily menu to be followed by the bidder is attached with this document. Hostel Mess Menu will be prepared in consultation with the committee constituted with the approval of competent authority of Dr. B.B.A Government Polytechnic, Karad. Menu can be changed, to suit the availability of seasonal vegetables and their market supply.
- v) The food, raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, hygienic and edible. Any type of cooked food shall not be stored / preserved after meals, not following suggestions / instruction of competent authority of Dr. B.B.A Government Polytechnic, Karad, in such matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same.
- vi) Hostel Mess and Canteen workers and cook should be healthy and medically fit. They are required to have a regular Medical check up with the Dr. B.B.A Government Polytechnic, Karad Medical Officer / any other doctor suggested by Principal, Dr. B.B.A Government Polytechnic, Karad. These expenses have to be borne by Hostel Mess and Canteen bidder himself. If any Hostel Mess and Canteen worker is found medically unfit, he / she may not be given permission to continue his / her duties and Hostel Mess and Canteen bidder has to replace him / her immediately without fail.
- vii) If the Hostel Mess and Canteen management of the bidder is not up to the mark or, the quality of the food is found below standard or unhealthy or unhygienic, then Principal, Dr. B.B.A Government Polytechnic, Karad, is fully empowered to terminate the contract with a short notice of one week. Principal, Dr. B.B.A Government Polytechnic, Karad, opinion is final so far as the food quality / Hostel Mess and Canteen management is concerned.
- viii) The type of Hostel Mess (Vegetarian) will be decided at the time of awarding the Hostel Mess contract.
- ix) The bidder must put complain register at the entrance of the Hostel Mess and Canteen which will be checked by competent authority of Dr. B.B.A Government Polytechnic, Karad, on regular basis.
- x) Tea / coffee / milk shall be served in morning / at evening as per requirement with permission of Principal, Dr. B.B.A Government Polytechnic, Karad, at the approved rate.
- xi) FESTIVE SPECIAL MEALS: As directed by Principal, Dr. B.B.A Government Polytechnic, Karad, for special menu for such occasion based on holiday calendar of the Dr. B.B.A Government Polytechnic, Karad, shall be prepared by contractor without any extra cost.
- xii) For sick students, the contractor shall arrange to serve "sick diet" at their rooms. The sick diet shall be defined and provided by competent authority of Dr. B.B.A Government Polytechnic, Karad, to the contractor.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

ADDITIONAL CONDITION 5: HOUSEKEEPING

- i) Housekeeping, sewer and routine maintenance expenses of the canteen and dining area will be borne by the service provider.
- ii) The canteen service provider shall ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. 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 canteen. The Housekeeping inside the Hostel Mess and Canteen and service areas shall be sole responsibility of the service provider.
- iii) 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.
- iv) Maintaining safety, health and hygienic conditions in and around the Hostel Mess and Canteen will be the responsibility of the bidder. Suggestions / actions of competent authority of Dr. B.B.A Government Polytechnic, Karad, regarding cleanliness have to be followed and the expenditure towards this is to be borne by the bidder.
- v) Drainage line to be maintained / repaired in case of blockage due to wastage of food material by the bidder at his / her own expenses.
- vi) The disposal of solid waste and garbage shall be sole responsibility of the service provider as per norms laid down by the concerned Government authorities.
- vii) The mess utensils are to be cleaned with hot water using detergent powder / soap after every meal.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

ADDITIONAL CONDITION 6: PENALTY

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

- i) Unavailability of complaint register on the counter / discouraging the complaint would lead to a fine of Rs.1000/- (Rupees One Thousand only) on the caterer.
- ii) 3 or more complaints of insects found in any meal would invite a fine of Rs.2000/- (Rupees Two Thousands only) on the caterer.
- iii) 10 or more complaints of unclean utensils in a day would lead to a fine of Rs.2000/- (Rupees Two Thousands only) on the caterer.
- iv) If the competent authority of Dr. B.B.A Government Polytechnic, Karad, agrees that certain meal was not cooked properly then a fine of Rs.1000/- (Rupees One Thousand only) would be imposed on the caterer.
- v) If food for any meal over within timings of Hostel Mess and Canteen and waiting time is more than 20 minutes, then a fine of Rs.1000/- (Rupees One Thousand only) would be imposed on the caterer.
- vi) Changes in menu without permission of the competent authority of Dr. B.B.A Government Polytechnic, Karad, would result in a fine of Rs.2000/- (Rupees Two Thousands only) on the caterer.
- vii) Fine on any discrepancy (personal hygiene of workers, Kitchen area, dining area etc) will lead to fine of Rs.2000/- (Rupees Two Thousands only) on caterer.
- viii) For any rules stated in the agreement - First violation of the rule implies fine as per the rule. - Second violation of the same rule in the same calendar month will attract triple the initial amount of fine for the caterer. - All subsequent violations of the same rule would invite five times the initial amount of fine.
- ix) Absence of proprietor from Hostel Mess and Canteen meeting (which will be held once every month) will attract a fine of Rs.10,000/- (Rupees Ten Thousands only) on caterer. As and when competent authority of Dr. B.B.A Government Polytechnic, Karad, proposes a fine it will inform the representative of the Hostel Mess and Canteen manager and fine will be imposed.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

ADDITIONAL CONDITION 7:**STUTAOTRY AND OTHER PROVISIONS**

- i) The contractor shall be responsible for fulfilling the requirement for all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract labour (Regulations and Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The Dr. B.B.A Government Polytechnic, Karad shall be indemnified for any action brought against it for any violation / non-compliance of any of the provisions of any of the acts, etc. Hence, non compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The contractor shall maintain all records required to be maintained under statutory enactments and the Principal, Dr. B.B.A Government Polytechnic, Karad and his authorized representatives shall be entitled to inspect all such records at any time. No worker below the age of 18 (eighteen) years shall be employed for the mess work. The Contractor has to pay the salary to workmen in presence of Principal, Dr. B.B.A Government Polytechnic, Karad and/or his authorized representatives as per payment of wages act every month for immediate previous months work without waiting for clearance of his pending bills, failing which a penalty equivalent to 5% of monthly bill value shall be imposed on contractor.
- ii) Accident or Injury to Workmen- The Dr. B.B.A Government Polytechnic, Karad shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the Dr. B.B.A Government Polytechnic, Karad indemnified against all such damage and compensation whatsoever in respect or in relation thereto.
- iii) The bidder is required to maintain the details / records of all his employees / mess workers. This information along with their photographs shall be submitted to the Principal, Dr. B.B.A Government Polytechnic, Karad, in the prescribed format.
- iv) The bidder shall not employ any Hostel Mess and Canteen worker whose track record is not good. He / She should not have involved in any crime / offence / police case.
- v) The bidder has to follow all labour laws / Government laws in regard of employing the mess workers.
- vi) The bidder shall be solely responsible for any dispute / violation of labour laws / Government laws.
- vii) Responsibility of providing Medically-Fit Hostel Mess and Canteen Staff - The contractor shall ensure that all employees engaged by him are free from communicable / infectious disease and are also medically fit to work at mess and Canteen. Medical officers specified by the Principal, Dr. B.B.A Government Polytechnic, Karad shall conduct medical examination on every 2 (two) months or as decided by the Dr. B.B.A Government Polytechnic, Karad. The cost of the medical examination will be borne by the contractor. If in the opinion of the Dr. B.B.A Government Polytechnic, Karad any of the contractor's employee(s) is found to be suffering from any such disease / condition or if any employee(s) of the contractor is found to have committed misconduct or misbehaviour, the Principal, Dr. B.B.A Government Polytechnic, Karad shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the Dr. B.B.A Government Polytechnic, Karad. The Dr. B.B.A Government Polytechnic, Karad shall be entitled to restrain such employee (s) from entering into the Hostel Mess and Canteen premise. Thereafter, the contractor shall have to provide a substitute(s) within a reasonable time.
- viii) The contractor shall abide by all the prevailing laws for running of Hostel Mess and Canteen and shall do all the necessary formalities of obtaining licenses / permission etc. on his own. The Dr. B.B.A Government Polytechnic, Karad shall not take any responsibility for any legal provisions not met by the contractor and on account of this the contractor shall solely be responsible.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

ADDITIONAL CONDITION 8:**SAFETY REGULATIONS**

- i) In respect of all labour, employed directly or indirectly by contractor to perform the assigned job as part of the agreement, the contractor shall make necessary arrangements for the safety and security of workmen at his own cost as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, various safety regulations, rules and orders made there under and such other acts as applicable.
- ii) Liability / responsibility in case of any accident causing injury / death to Hostel Mess and Canteen worker(s) or any of his staff shall be of the bidder. The Dr. B.B.A Government Polytechnic, Karad authority shall not be responsible by any means in such cases.
- iii) Bidder shall be solely responsible in case of incidence(s) of food poisoning and shall bear the complete expenditure arising out of this for medical treatment of the hostel inmates. In addition, penalty may be imposed on the bidder as decided by the Committee constituted with the approval of the competent authority of Dr. B.B.A Government Polytechnic, Karad for such incidence(s).
- iv) Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The bidder shall not serve any of such substance / drink in Hostel Mess and Canteen. Smoking, consuming gutkha, tobacco, paan, etc. is also prohibited in Hostel Mess and Canteen and Dr. B.B.A Government Polytechnic, Karad premises.
- v) The successful contractor undertakes to handle the fire and electrical infrastructure in canteen building with due care. The contractor shall ensure that at least two of his staff are trained in the use of fire handling and monitoring system. Any loss of life and property due to improper handling of various equipments will be the responsibility of contractor.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

ADDITIONAL CONDITION 9:**THE CONTRACTOR WILL PROVIDE**

- i) The service provider shall have to make his own arrangements for the accommodation of its Hostel Mess and Canteen staff. The Hostel Mess and Canteen staff shall leave the campus latest by 11.00 P.M. and shall be granted permission to enter the campus not earlier than 05:30 A.M.
- ii) Bidders are required to give company uniform to the Hostel Mess and Canteen worker and Hostel Mess and Canteen supervisor / manager. It is to be ensured that whenever the Hostel Mess and Canteen workers are on duty they should be in uniform. The uniform should be cleaned / washed at least thrice in a week.
- iii) Uniforms- Hostel Mess and Canteen Service: At least two Sets of Uniforms to his workers as approved by the authority (Both Males & Females) while on duty would have to be provided to the workers so that the worker is always with neat and tidy uniform. It will be strictly monitored & appropriate penalty may be imposed and will be deducted from the bill if the worker is found without uniform.
- iv) Identity Cards – Hostel Mess and Canteen Service: The Contractor will issue identity cards to his workers / supervisors after getting them verified by the Principal, Dr. B.B.A Government Polytechnic, Karad. Any worker found without identity card will not be permitted to enter the premises. He will post a supervisor to receive & manage complaints & instructions.
- v) The manager / supervisor should be available all the time at the work site during the course of his work.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic

ADDITIONAL CONDITION 10:**CANCELLATION OF CONTRACT**

- i) Notwithstanding any other provisions made in the contract, the Principal, Dr. B.B.A Government Polytechnic, Karad, reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
- ii) If any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the Principal, Dr. B.B.A Government Polytechnic, Karad, shall be forfeited without any claim whatsoever on Principal, Dr. B.B.A Government Polytechnic, Karad and the contractor is liable for action as appropriate under the extant laws.
- iii) All books of accounts, registers and any other documents used in connection with running of the canteen shall be maintained by contractor at his own cost and the same shall be produced for inspection either on demand by the Provident Fund Authorities / District Panchayat, Rakhhol, UT of DNH / Group Gram Panchayat, Rakholi, UT of DNH Authorities or any other official Agency / officer authorized by the Competent Authority of Dr. B.B.A Government Polytechnic, Karad in this connection. Non adherence shall lead to termination of the contract.
- iv) Subletting of contract is strictly not allowed which can lead to termination of the contract.

Sd/-
Principal
Dr. B.B.A. Government Polytechnic