

NATIONAL INSTITUTE OF DESIGN, KURUKSHETRA

**REGISTRAR OFFICE (Phone: (01744-278101)
TRANSIT CAMPUS (GOVT POLYTECHNIC BUILDING, UMRI)**

**TENDER DOCUMENT FOR
RUNNING MESS AND CANTEEN**

AT

NID, KURUKSHETRA

AGAINST TENDER NOTICE NO.01/2019-20

ISSUED TO:

Mr./Ms. _____

Issued by:

**Registrar Office
NID KURUKSHETRA**

NATIONAL INSTITUTE OF DESIGN, KURUKSHETRA**REGISTRAR OFFICE (Phone: (01744-278101))****TRANSIT CAMPUS (GOVT POLYTECHNIC BUILDING, UMRI)**

NO.NID-K/2019-20/

June 2019

Tender Notice No. 01/2019-20**SUB: TENDER TO RUN HOSTEL MESS AND CANTEEN**

National Institute of Design, Kurukshetra (hereinafter referred to as the Institute) Autonomous Institute under DPIIT, Ministry of Industry & Commerce (Govt. of India), transit campus government polytechnic building, Umri, Kurukshetra (Likely to be shifted in own campus shortly). The Institute is engaged in imparting education in the area of Design.

The Institute has mess and canteen premises at NID Kurukshetra and intends to give the premises on license, to the willing party having experience of and operating such outlet(s) under its ownership/proprietorship, to cater to the campus community.

Sealed tender/bids are invited from experienced mess contractor having at least three years of running Boys and Girls Hostel mess in University/ Central Autonomous Education Institution. The bidder has to provide three times meal and evening tea with snacks to approximate 200 plus students for Academic session 2019-20. Staff and Guest may also be taking meal in Mess on payment basis.

The Tender document comprises of **Appendix A & B along with Annexures** which can be obtained from the Registrar Office on all working days or may be downloaded from the Institute Website **www.nidk.ac.in** Tender document duly filled must accompany cost of Tender document (non- refundable) of Rs.2000/- (Rupees Two thousand only) separately in the shape of DD favoring **National Institute of Design Kurukshetra payable at Kurukshetra** or cash.

The prescribed bid form duly filled by the applicant in all respects should be delivered whether by post or by hand, to the Registrar Office by **13 July 2019 (Saturday) up to 01:00 p.m.** The tenders will be opened on **13th July 2019 (Saturday) at 03:00 p.m.** in Registrar Office, NID Kurukshetra in the presence of the Members of Tender Committee of the Institute and authorized representative(s) of the bidding parties. Tender documents without earnest money, cost of tender document, incomplete or conditional tender and received after due date will not be considered and summarily rejected. The parties will be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.

The Institute reserves the right to accept / reject any tender without assigning any reasons.

--Sd--

Registrar

Copy to:

1. Director
2. All Notice Boards



Appendix-A**GUIDELINES FOR TENDER FOR HOSTEL MESS****General:**

1. The contract is for running the **Hostel Mess and Canteen** at NID Kurukshetra for which premises to the successful bidder shall be given on license. However, the mess and canteen shall be run under certain conditions which are stipulated hereinafter and in the terms and conditions of contract, i.e., Appendix-B.
2. Each and every page of the bid must be signed by the bidder himself, if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in such case, there must be an authorization from all the partners to the effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. Any bid not signed on each page and without authorization may be rejected.
5. Any overwriting or cutting in the bid document must be avoided. However, if any overwriting or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The tenderer is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the tenderers own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
7. The tenderer shall give his/her full permanent as well as temporary address in Annexure 1 and shall also furnish/attached proof thereof.
8. The bidder whose bid is accepted, shall submit a Rs.100/- non- judicial stamp paper at its own cost to the Registrar for preparing the contract agreement to be signed by the both the parties.
9. **Prices of all items in Annexure-II&III must be quoted in Indian rupees and must be inclusive of GST.**

Eligibility Criteria:

10. The bidder who has an experience of minimum three years of running both Boys as well as Girls Hostel Mess in Central Autonomous Institute/Education Institute of higher/ professional studies having residential campus with the students enrolled through National Level Competitive entrance tests may apply along-with sufficient proof of its



experience/ability of running such hostel mess/Canteen. The bids need to be accompanied by experienced certificates/letter of recommendations from the Institutes where such operations have been run by the bidder in last 3 years.

11. The bidder must have PAN Number and GST/GSTN number. The bidder whom the contract is finally awarded shall have a GST number for the mess/canteen in question as well, if the related law so requires.
12. The bidder must have its code numbers under the Employees State Insurance Act & Employees Provident Fund Act from the concerned departments.
13. The firm of the bidder must have the turnover of Rs.1crore at least for previous one year.

Earnest Money Deposit (EMD)

14. Every bid must be attached with an Earnest Money Deposit of **Rs. 30,000 /-** in the form of DD of any scheduled bank, in favor of the **“NATIONAL INSTITUTE OF DESIGN KURUKSHETRA”** payable at Kurukshetra. Any bid which is not accompanied by the earnest money deposit, shall be summarily rejected.
15. The earnest money of the successful tenderer will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement. The earnest money of the tenderer who withdraws its tender in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance of its tender within the period of its validity, will also be liable to forfeiture.
16. a). The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process. However, the same shall be refunded within 30 days after the receipt of written request from the bidder concerned in this behalf.
b). The EMD should be valid for a period of minimum three months.
c). The EMD of the bidder whose bid is finally accepted, shall be returned on deposit of the due security deposit as stipulated in the Terms & Conditions in Appendix B.

Documents to be attached with the bid:

17. The bidder must attach the DD and self-attested copies of the following documents along with the Technical bid. Any technical bid not accompanied by such documents would be liable for rejection:
 - a. Income Tax Registration Certificate/PAN No.
 - b. Firm/Company Registration Certificate.
 - c. GST Registration Certificate/No.
 - d. EPF Registration Certificate/Code No.
 - e. ESI Registration Certificate/Code No.
 - f. Other Statutory Registrations/Licenses, if any.
 - g. Bank Solvency Certificate.
 - h. Details/particulars of the firm submitting the bid in Annexure-1.

- i. Total number of outlets and details of outlets not exceeding five presently being run by the bidder.
- j. Experience certificates/ letter of recommendation from the outlets being run at present or in last three years.
- k. Audited balance sheet and profit and loss accounts along with gross turnover and profit for the last three financial years.
- l. Authority/Resolution in favor of the person signing the bid on behalf of the firm submitting the tender.
- m. DD of Rs 30,000 /- towards EMD.
- n. Address proof.
- o. Aadhar Card of individual applicant/person signing the bid.
- p. Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

Submission of Bid:

18. The bid shall be submitted in two parts i.e. Technical Bid and the Financial Bid in the following manner:
 - a. **Technical Bid:** The Technical bid shall consist of entire Tender document i.e. Appendix-A, Appendix-B and Annexure-1. Along-with it, all the documents as detailed in point 17 above ('a' to 'p') should also be attached. The Technical bid shall be submitted in a sealed envelope, superscripted, **"TECHNICAL BID FOR RUNNING HOSTEL MESS and CANTEEN in NID-KURUKSHETRA"**.
 - b. **Financial Bid:** The Financial bid shall contain only the prices of items in Annexure-II & III and nothing else. The price of each and every item must be quoted, failing which, the bid may be liable to rejection. The Financial bid should be put in a separate sealed envelope superscripted, **"FINANCIAL BID FOR RUNNING HOSTEL MESS and CANTEEN in NID-KURUKSHETRA CAMPUS"**.

Both the Technical Bid and the Financial Bid shall further be put in another larger single sealed envelope which shall be received latest by **13th July 2019 up to 01:00 p.m.**, in the Registrar Office, NID-Kurukshetra Transit Campus Polytechnic Building, Umri-Kurukshetra

Any bid containing Technical Bid and Financial Bid in same envelope shall be summarily rejected.

19. Any bid received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse, shall be entertained.
20. The tender will remain valid for 30 days from the date of opening. After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 30 days and will have no right to withdraw the same

before expiry of the said period. In case, intimation of its acceptance is issued to the contractor at a later date, the bidder shall be competent to refuse.

Opening of Bids:

21. **The Technical bids will be opened on 13th July 2019 at 03:00 p.m. in Registrar Office** in the presence of authorized representative(s), if any, of bidding parties and the Members of Tender Committee of the Institute. The bidders will also be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer. Thereafter, **financial bids of all the technically qualified bidders will only be opened in due course in Registrar's Office** and intimated telephonically.
22. The party, whose tender is accepted, will have to sign an agreement within 05 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.

Evaluation Criteria for Bid Evaluation:

23. The contract will be awarded to the bidder who will have lowest sum of weighted cost of all the listed items.

Acceptance/Non-acceptance of bids:

24. The tenders that do not fulfill any of the above conditions or are incomplete in any respect, are liable to be rejected.
25. The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Signature of the Tenderer _____

Name _____

Name of the firm _____

Full Address & Telephone/Mobile No. _____



APPENDIX – B**TERMS & CONDITIONS OF CONTRACT****Scope of Contract**

1. The contract comprises the necessary arrangement for providing mess work for preparation and serving of three meals (breakfast, lunch and dinner) and evening tea with snacks per day to the residents of NID-K hostel and canteen services of the Institute for the items mentioned in the menu. This will also include transportation, cost of materials and labour. The contractor shall make his own arrangement for safe storage of materials and accommodation for his staff etc.

Definitions:

2. In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.
 - a. “Contractor” means the person or persons, firm or company whose tender has been accepted by the Institute and includes the contractor’s personal representative, successors and permitted assigns.
 - b. “Director” means the Director of the National Institute of Design, Kurukshetra.
 - c. “Institute” means the National Institute of Design, Kurukshetra. through its Director or his/ her representative.
 - d. “Registrar” means the Registrar of the National Institute of Design, Kurukshetra, who directs and administers the contract.
 - e. “Warden” means the Warden In-charge of Hostel and includes other Wardens of the hostel premises.

Documents Forming the Contract

3. Appendix A, i.e., the Guidelines for bidders, Appendix B, i.e., terms and conditions of the contract, the schedule of quantity, application/declaration in Annexure 1, prices filled in Annexure II&III and the letter containing offer of award of tender issued by the Institute to the successful bidder shall be integral part of this contract.

Duration of the contract:

4. The duration of contract will be for **one academic year** from the date of signing the contract. The contract shall be extendable for two more years on yearly basis subject to



satisfactory performance. No further extension of the contract, beyond three years, will take place under any circumstances.

Commencement of the work:

5. The contract shall commence from **01st August 2019 (Thursday) for a period of one academic year**. In case the contractor fails to commence the work within the stipulated time, the Security Deposit shall be forfeited in addition to seeking other legal remedy for any loss or suffering to the institute arising out of such failure of the contractor.

Infrastructure & Facilities by the Institute:

6. NID-K has agreed to provide spacious dining hall/ area along with equipped kitchen, pantry, storage, etc. to the contractor. The Mess /Canteen block(s) will be provided with the furniture, electrical fittings, etc. along with equipment and utensils as mention in Annexure –IV. The contractor may bring in tools, equipment, etc. of its own for running the mess. The Institute shall not provide any additional/ replacement utensils, serving plates, cooking utensils and tools during the contract period other than which are and will be provided by the Institute at the beginning of the contract. All such miscellaneous serving and preparation utensils required subsequently shall be procured by the contractor on its own.

Rental and Electricity Charges:

7. The contractor shall pay monthly rent of Rs. 13,000/-for hostel mess and canteen premises.
8. The contractor shall be liable to pay the electricity charges on actual consumption basis to the Institute at the then prevailing rates. For the purpose, there shall be a meter installed in the mess and canteen area by the Institute. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the contractor as aforesaid at the then prevailing rates.
9. However, in case of non-payment of electricity charges in time, the contractor shall be bound to pay a penalty towards **belated payment @ 5% per month** of actual dues (to be rounded off) over and above the bill.
10. Non-payment of the electricity charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute.
11. The contractor shall use the premises for the purpose notified, only for which it has been given by the Institute under the contract. The contractor shall not carry out any outside catering activities in the said premises. The use of the premises for other purposes will lead to the suspension/termination of the contract.
12. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been

given) without prior written permission of the Registrar. The contractor shall always use the premises in a prudent and careful manner as if it were his own.

Assignment & Subletting:

13. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there-under to another agency. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.
14. If at any time, it is detected that the mess area has been sublet or assigned to any other entity by the contractor, the Institute would be at liberty to terminate the contract forthwith without giving any time to the contractor and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
15. The entire business of the mess shall be carried out in the name and at the behest of the contractor.
16. The contractor or his authorized/competent representative whose intimation would be provided in writing in advance to the Registrar, shall at all times be available in the mess and the business of the mess shall not be carried out by any other person/ entity under any circumstances.
17. In normal course, the contractor or his authorized competent person should be available in the mess. However, if for any reason, the contractor or his authorized competent person is not in a position to be available in the mess consecutively for more than 3 days, a prior permission will have to be obtained from the Registrar, failing which, it will be deemed that the contractor has violated an essential condition of the contract and the contractor may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

Mess Timing, Menu, and Services etc.

18. The mess shall operate approximately from 07:30 a.m. to 09:30 p.m. during breakfast, lunch, dinner and evening tea time for the students. Exact mess timing for summer, winter and for weekend will be decided by assigned mess committee. Running the mess beyond 09:30 p.m. shall be carried out only with the prior permission of the Registrar. Night canteen in mess block shall operate from 10:00 p.m. to 01:00 a.m. on payment basis during the academic-semester periods. Canteen service in campus shall operate approximately from 09:00 a.m. to 06:30 p.m. and also for extended office hours for which timing will be finalized mutually.
19. The mess shall operate on all seven days of the week and there shall be no holiday under any circumstances.



20. All items mentioned in Annexure-II & III must be available during the mess/canteen working hours. However, the Institute through an assigned committee may add or delete any number of items to the menu/Annexure-II & III. All the orders in this behalf shall be issued by the Registrar.
21. The prices in Annexure-II & III are supposed to remain static during the initially one-year contract period and the contractor shall not be entitled to any compensation due to the fluctuation in the market rates of materials and labour. However, the assigned committee may at its discretion and in consultation with the contractor and Warden-in-charge modify the prices of items on annual basis in proportion to the overall change in price index.
However, all modification in prices shall be in INR multiples.
22. In the dining area all necessary furniture and other infrastructure shall be provided by the Institute.
23. The contractor should have own mobile number(s) as well as its mess personnel for contact by the Institute Authorities. The contractor shall display mobile no. at one top end of the notice board.
24. Safety standards should be maintained. Fire extinguishers, sand buckets, should be installed in accessible places and should be in working conditions as specified by governing law. List of emergency number should be displayed in a prominent place. First aid measures should also be available for emergencies.
Small set of services/items for sale along with the price list should be prominently displayed in legible font. All items in price list should be made available to the customer.
25. The Contractor shall have to provide proper and smooth services to the students to their satisfaction.
26. Any loss to the Campus residents with regard to the services provided by the contractor shall be the responsibility of contractor. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
27. All the items prescribed as per the tender agreement should be made available at all times. Permission for any alteration, addition or deletion should be obtained from Registrar along with the prices of respective items.
28. For the consumers who are not willing to pay in cash, the contractor shall facilitate with a swipe payment machine and shall also provide in the mess/canteen the UPI based payment system. The contractor shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).



29. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said mess/canteen or in other places of the campus.
30. The contractor shall not make any addition or alteration to the building of the said shop/premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

Quality, hygiene & cleanliness:

31. The contractor shall maintain the quality & hygiene in preparation of articles & availability of fresh items. There shall be no compromise in regard to the quality of items in the mess and their constituent ingredients of reputed brands. The Cooking oil, Milk, Flour and Basmati Rice to be provided of reputed brand.
32. The contractor shall maintain full hygienic conditions in the mess, in storage, preparation and servicing of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the mess. The contractor shall also have to make his own arrangements for safe storage of materials including the food items.
33. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
34. Garbage and waste disposal should be done as per the established norms. Pest/rodent control should be done regularly every six months and more frequently if required.
35. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the mess.
36. Usage of plastic bags is a strict NO and the same shall not be used under any circumstances, whatsoever. Instead use of Paper bags/plates/cups/etc. is encouraged.

Directives of Assigned Committee and Registrar

37. The contractor shall carry out the work in accordance with this contract and the directives of Registrar and to the satisfaction of the Director through the assigned committee. The assigned committee may, from time to time, issue further instructions, detailed directions and explanations in regard to:
 - a. The variation or modification in the menu of eatables including additions/omission or substitution.
 - b. The removal from the site of any material thereon by the contractor and the substitution of any other materials thereon.
 - c. The removal from the work of any person employed thereupon in terms of the provision provided hereafter.
 - d. Inspection of raw materials, other equipment and utensils.



- e. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

Fuel for Cooking:

- 38. The Contractor shall use only Commercial LPG Cylinders and no other fuel is to be used and it is a must.

Deployment of Workmen

- 39. The contractor shall employ in running the mess only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well behaved and rules compliant.
- 40. The Contractor shall make their own arrangement for accommodation, transport, canteen and any other facility for their personnel deployed at the respective points. For the overnight stay of any personnel, with specific reasons, the contractor shall take explicit/written permission of the competent authority by giving full details of the personal/staff, timing, duration, etc.
- 41. There shall be no employee or employer relationship between the persons deployed by the contractor and the Institute as the essence of the contract shall be hiring the in-house services which constitute expertise, F&B functions, etc.
- 42. The Contractor shall ensure that all the persons deployed by him are free from all communicable contagious infectious and other diseases and the contractor shall have them medically examined in case of any illness at his own cost. The Institute also reserves the right to direct the contractor to get his persons medically examined by a physician approved by the institute on the sole expense of contractor. If in the opinion of the institute any person deployed by the contractor is found to be suffering from any such communicable diseases or if any of the person of the contractor is found to commit any misconduct or misbehaves, the institute may restrain such person from entering the premises from immediate effect.
- 43. The Contractor shall maintain a fully equipped medical first aid box, which should be easily available to the persons deployed by him. In case of accident or death of any personnel deployed by the contractor while on duty it shall be the sole liability of the contractor.
- 44. The staff of the Contractor shall not consume/chew pan, tobacco, pan masala or smoke bidi, cigarettes, while on the Institutes premises.
- 45. In the event of having found that the Contractor or his personnel have contributed to a theft by deliberate influence or by themselves taking part in any illegal activity, Institute reserves the right to forfeit the security deposit and terminate the contract immediately.
- 46. Worker(s) in the mess shall be deployed after his/her deployment is cleared by the Registrar and for this purpose, the contractor shall provide the details of them in the given format.

47. The contractor shall neither employ any child labour nor any worker who is below 18 years of age.
48. No female employee shall be allowed to work in the mess during night i.e. 8:00 pm to 6.00 am.
49. All the workers shall invariably carry their ID Cards (to be provided by the contractor at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
50. The bearers for servicing in mess will have to be provided uniforms by the contractor during the working hours at its own cost and they will be unfailingly required to wear in neat and tidy manner the uniforms during working hours.
51. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
52. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Institute premises whom the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
53. The contractor shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters.
54. The contractor shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.
55. The contractor shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.

Compliance of Statutory Obligations and Other Provisions

56. The contractor shall be absolutely liable for payment of GST to the respective department on items sold in the mess/canteen. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.



57. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
58. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employees' compensation and Goods and Service Tax etc.
59. The Contractor shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003 or any other governing law.
60. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including:
 - Contract Labour (Regulation & Abolition) Act
 - Minimum wages Act
 - Payment of wages Act
 - Employees Provident Fund Act
 - ESI/Workmen's Compensation Act
 - Bonus Act
 - Fatal Accident Act
 - Gratuity Act

Any Other Act as applicable from time to time. Consequences arising out of the non-compliance with statutory requirements shall be the sole responsibility and to be borne by the Contractor.

All the relevant records/ documents/registers/correspondence/receipts etc. shall be maintained and may be produced for verification whenever desired by the Institute.
61. On award of contract, the vendor shall mandatorily apply for FSSAI License within one week and shall get the license. The copy of the same should be submitted to the Registrar.
62. The Contractor shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the contractor's failure, as well as the electricity charges and other dues etc. The contractor shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the contractor's monthly bills/security deposit.



63. The contractor would comply with all guidelines/instructions issued by the Registrar in consultation with the Chairman, assigned committee besides following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.
64. The Contractor shall ensure that he and his employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.
65. In case the contractor abruptly stops the work with/without sufficient notice, the Institute may decide to terminate the contract forthwith and will make immediate alternative arrangements. In such case, the contractor shall be liable for making good and additional expenditure that may be incurred by the institute for making alternative arrangements, till appropriate arrangements are made through calling the quotations, besides forfeiture of security deposit.

Ceremonial/Functions/Meetings F&B to the Institute:

66. Apart from the student's mess and canteen contract, the Contractor has agreed to prepare and serve special meals on various occasions, ceremonies, functions, meetings, etc. This will be done on advance booking basis by the respective offices of the Institute and payments will be released by the Institute on submission of the bills, on agreed upon rates. For such F&B orders, the Contractor shall have to arrange for serving counters, cutleries, serving bowls, crockery's, etc. of superior qualities.

Security Deposit and Rent Advance

67. The contractor shall have to deposit a security of **Rs. 1.5 lakhs (Rs. One lakh fifty thousand only/-)** through Cash/DD/FDR/Bank Guarantee drawn in favour of **"NATIONAL INSTITUTE OF DESIGN, KURUKSHETRA "** payable at Kurukshetra, of any scheduled nationalized bank and rent advance of mess for three months.
68. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the contractor shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through another deposit as aforesaid.
69. In case of, in which under no clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the contractor by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.



70. If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

Complaint Mechanism

71. The contractor shall maintain a complaint book in the mess and canteen wherein the consumers may register their complaints. The complaint book shall be produced every month on the first working day before the Registrar through the warden In-charge for necessary action.
72. The complaints shall be removed or dealt with by the contractor on priority basis on issues that concern the contractor and a compliance report thereon, shall be submitted to the Registrar along with the production of complaint book.
73. The contractor shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute and/or at behest of the assigned committee. Such penalty or fines shall be imposed through the Registrar according to the nature of the complaints. The first penalty in such case would be to the tune of Rs. 1000/-, Rs. 2000/-, the second time and Rs.5000/-, the third time.
74. However, if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

Termination of contract:

75. Either party may terminate the contract by giving 30 days' notice to the other party without assigning any reasons, whatsoever. Both parties may terminate the contract on mutually agreed terms.
76. In case, the contract is terminated or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 07 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contract or to pay a penal rent to the Institute **five time of normal rent per month**. The penal rent under no circumstances shall be subject to question and it is the specific term of this contract.
77. The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the contractor and the same shall not be subject to challenge. All the goods belonging to the contractor in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the contractor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act 1971 or any other governing law since the



entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the Institute as aforesaid.

Contract Documents and their interpretations

78. The original agreement shall remain with the Institute while a photocopy thereof may be had by the contractor, if it so wishes.
79. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

Jurisdiction

80. All matters and disputes under this contract shall be subject to the jurisdiction of Kurukshetra District Courts only.

Signature of the Bidder

Full name of the Bidder _____

Name of the Firm _____

Address: _____

Mobile No. _____

Seal



Annexure-1

**APPLICATION FOR RUNNING THE HOSTEL MESS AND CANTEEN AT
NID- KURUKSHETRA**

Name of the Applicant -----
(If an individual)/Firm
Father's Name -----
Address of self and Firm -----
Phone No./Mobile No. -----
Aadhar No. -----

Recent
photograph
of bidder

Details of EMD

a. Amount : Rs.
b. DD. No. : -----
c. Dated : -----
d. Bank & Branch : -----

GST No. -----
PAN No. -----
EPF Code No., if any -----
ESI Code No., if any -----
Experience, if any (in years) -----

Name and address of two responsible persons as guarantors:

Name -----	Name -----
Aadhar No. -----	Aadhar No. -----
Address -----	Address -----
-----	-----
-----	-----

Declaration:

I hereby undertake –

1. That I shall bear all the expenses if there is any damage to the said premises.
2. That I shall vacate the mess and canteen premises and handover it to the Institute whenever a notice is served.
3. That I bind myself to the terms and conditions of this tender document.

Date:

Signature of the applicant
Seal



Annexure-II

Tentative Mess Menu

Tentative mess menu embraces inclusion of egg preparation every day in the breakfast, non-vegetarian to be served twice while paneer to be served thrice in a week. With the meals, incorporations of seasonal fruits as well as the sweets are also included.

Breakfast

Fixed Menu	
Sunday	BOILED EGG +CHOLE+ BHATOORE+ GREEN CHATNEY + BREAD+ JAM + CORNFLAKES + MILK+ TEA+ PICKLES + SEASONAL FRUIT
Monday	EGG BHURJI + BREAD TOAST+ UPMA+ CORNFLAKES + MILK+ TEA+ PICKLES + SEASONAL FRUIT
Tuesday	BREAD OMELLETE+PAV BHAJI + BREAD TOAST+JAM + CORNFLAKES + MILK+ TEA + PICKLES + SEASONAL FRUIT
Wednesday	EGG BHURJI + IDLI +SAMBHAR + BREAD TOAST+JAM + CORNFLAKES + MILK+ TEA+ PICKLES + SEASONAL FRUIT
Thursday	BOILED EGG+ BREAD TOAST+JAM+POHA+ CORNFLAKES + MILK+ TEA + PICKLES + SEASONAL FRUIT
Friday	EGG BHURJI + BESAN CHILLE+ BREAD TOAST+JAM+ CORNFLAKES + MILK+ TEA + PICKLES + SEASONAL FRUIT
Saturday	BOILED EGG+ PARANTHA + SPROUT+BREAD TOAST+JAM CORNFLAKES + MILK+ TEA+PICKLES + SEASONAL FRUIT

Lunch

Fixed Menu	
Sunday	CHAAP (GRAVY) + ALOO MUTTER(DRY) + TOOR DAL + CHAPATI + PLAIN RICE + CURD +SEASONAL SALAD +PICKLES
Monday	ALOO MASALA + MIXED VEGETABLE + MOONG DAL + JEERA RICE + PURI+ CURD+ SEASONAL SALAD +PICKLES
Tuesday	KADI PAKORADA+ ALOO JEERA + CHAPATI +PLAIN RICE+ PAPAD + CURD+ SEASONAL SALAD +PICKLES
Wednesday	CHICKEN MASALA +SHAHI PANEER+ MASOOR DAL+ CHAPATI +PLAIN RICE +CURD + SALAD+PICKLES
Thursday	RAJMA+ MIXED VEGETABLE + CHAPATI +FRIED RICE + BOONDI RAITA+ SEASONAL SALAD +PICKLES
Friday	BHARTA +LOBIYA+ CHAPATI +JEERA RICE + CURD + SALAD+PICKLES
Saturday	CAPSICUM&PEAS +DALMAKHNI+VEG RAITA+ CHAPATI +FRIED RICE +SEASONAL SALAD +PICKLES
Special requirements (unpaid)	
	KHICHDI, BOILED VEGETABLE/ PLAIN DAL

Dinner

Fixed Menu	
Sunday	SEASONALVEGETABLE+ TADKA DAL+ SOYA BADI + CHAPATI + VEG BIRYANI+ SALAD+PICKLES + HALWA
Monday	EGG CURY + DUM ALOO + MIX DAL + CHAPATI + RICE +SALAD+PICKLES+ BOONDI LADOO
Tuesday	BHINDI MASALA +KALAE CHANNAE + CHAPATI+ FRIDE RICE + SALAD + PICKLES + KHEER

Wednesday	MANCHURIAN+ CHINESE FRIED RICE+ RAITA+NOODLES+SALAD+ SEVIYAN
Thursday	ALOO FRANCE BEAN + CHANA DAL FRY+ CHAPATI + RICE+ SALAD + PICKLES+ BESAN BURFI
Friday	VEG KOFTA CURRY+ PALAK CORN+CHOLE SABZI+ CHAPATI + RICE+SALAD+PICKLES+ GULAB JAMUN
Saturday	KHADHI PANEER+CHICKEN CURRY+URAD DAL+ CHAPATI RICE+SALAD+PICKLE+ICE CREAM
Special requirements (Unpaid)	
KHICHDI, BOILED VEGETABLE/ PLAIN DAL	

Evening Snacks

Fixed Menu	
Sunday	TEA + BREAD PAKODA
Monday	TEA + SANDWICH
Tuesday	TEA + VADA
Wednesday	TEA + FRENCH FRIES
Thursday	TEA + SAMOSA
Friday	TEA + MIX PAKODA
Saturday	TEA + BISCUITS

Meal/ Diets	Quoted Rate In Price including GST/ person	Calculated price (to be filled by Tender committee)
Breakfast		
Lunch		
Dinner		
Evening tea and snacks		

Mess charges per student per month:


Signature of Bidder.....

Date.....

Annexure-III

National Institute of Design of Kurukshetra
Price Schedule of Items to be sold in Hostel Mess at NID- Kurukshetra
(The prices to be quoted by bidder should be inclusive of GST)

Sr. NO.	Name of items	Unit	Quoted Rate In Price (including GST)	Calculated price (to be filled by Tender committee)
DRINK				
1	Tea	100 ml		
2	Black Tea	100 ml		
3	Lemon tea	100 ml		
4	Coffee	100 ml		
5	Black coffee	100 ml		
6	Plain milk	200 ml		
7	Green tea	100 ml		
8	Kadha (extract of ginger, tulsi, black peeper, Cardamom)	100 ml		
9	Hot Bournvita	200 ml		
COLD DRINKS / BEVERAGES				
10	Ice tea	100 ml		
11	Jaljeera	200 ml		
12	Cold Bournvita	200 ml		
13	Cold Coffee	200 ml		
14	Lemonade	200 ml		
15	Cold drink (all popular brands of Coca-Cola, Pepsi & Amul)	200 ml		
16	Masala nimbu pani/soda	200 ml		
17	Shakes (badam, banana, mango, papaya, chocolate, chikoo etc..)	200 ml		
18	Fresh Fruit Juice	200 ml		
19	Fruit chat	Per plate		
SANDWICHES OF TWO SLICES				
20	Tomato cheese sandwich	Per piece		
21	Egg cheese sandwich	Per piece		
22	Sweet corn cheese sandwich	Per piece		
23	Bombay sandwich	Per piece		
24	Paneer sandwich	Per piece		
25	Cheese sandwich	Per piece		
26	French Toast	Per piece		
27	Bread Pakora	Per piece		
28	Paneer and salad sandwich (cucumber, tomato, onion)	Per piece		
29	Petties (paneer, aloo)	Per piece		



30	Grilled sandwich (all types)	Per piece		
31	Hot dog	Per piece		
32	Bread omlet	Per piece		
33	Bread butter cheese	Per piece		
SNACKS				
34	Pasta (Veg., Cheese)	150 gm		
35	Momos (Veg., Paneer)	Per piece		
36	Masala dosa	Each		
37	Plain Dosa	Each		
38	Uttappam (Plain, Special)	Each		
39	Veg burger	Per piece		
40	Cheese Burger	Per piece		
41	Maggi (Plain, Cheese)	Rs. 10/-pkt.		
42	Idli sambhar	Per piece		
43	Samosa	Per piece		
44	Poha	150 gram		
45	Pakora: bread/onion/mixed veg(onion, cabbage, carrot, peas, corriender, curry leaves) / dal / mirch / sabudana Pakora with green and garlic chutney	200 gram		
46	Vada Pav	Per piece		
47	Omelette (single egg)	Each		
48	Omelette (double egg)	Each		
49	Egg curry	200 gram		
50	Egg Bhujia	150 gram		
51	Egg roll			
52	Veg roll			

Signature of Bidder.....

Date.....



Annexure-IV**KITCHEN EQUIPMENTS**

S. NO.	PARTICULAR ITEM	UNIT	QUANTITY	REMARKS
1	Under Counter Freezer	Nos.	1	
2	Vegetable (SS) Rec	Nos.	12	
3.	Storage Dry Rec	Nos.	10	
4.	Water Cooler 400 Lit.	Nos.	1	
5.	Vegetable cutter	Nos.	1	
6.	Pizza Tray	Nos.	1	
7.	Sandwich Griller	Nos.	1	
8.	Aata Maker	Nos.	1	
9.	Hand Blender	Nos.	1	
10.	Storage Drum (SS) 100 KG	Nos.	12	
11.	Food Pic up Trolley	Nos.	2	
12.	Potato Pillar	Nos.	1	
13.	S.S Work Table Big	Nos.	4	
14.	S.S Work Small Table	Nos.	4	
15.	Jalebi Kadai (SS)mm size	Nos.	1	
16.	Sweet try (18 gage G1) mm size	Nos.	5	
17.	Doodh Kadai SS	Nos.	2	
18.	Hot Case (Chapatti Dibba)	Nos.	2	
19.	Chopping Boards	Nos.	10	
20.	Cleaver (SS)	Nos.	5	
21.	Pizza Lifter (SS)	Nos.	1	
22.	Masala Trolley (SS)	Nos.	1	
23.	Pizza Cutter (SS)	Nos.	1	
24.	Kitchen Exosting System (Chimney)	Nos.	1	
25.	Rot maker (tawa)	Nos.	1	
26.	Double burner gas range	Nos.	2	
27.	Dual sink (SS)	Nos.	2	
28.	Service Table	Nos.	2	
29.	Pick Table	Nos.	1	
30.	Micro Wave Oven	Nos.	1	

