

No .NIPER-HYD/canteen services/

Date:27-Aug- 2021

TENDER NOTICE

Tender Notification Number: NIPER-HYD/canteen services Dated: 27.08.2021
NOTICE INVITING TENDER FOR CANTEEN SERVICES

Details of Lease	The catering services will be provided at NIPER, Hyderabad for one year.
Brief Scope of Lease	Running of Canteen at NIPER Hyderabad to serve the students & staff
Tender Document	The tender document can be purchased from the office of the STORES AND PURCHASE DEPARTMENT OF NIPER-HYDERABAD for further details visit in www.niperhyd.ac.in
Cost of Tender Document (Non refundable)	The tender document can be purchased by demand draft for Rs.590/- (Rupees Five hundred ninety only) i.e., (Rs.500.00 + 18% GST) drawn in favor of "of NIPERH Resources payable at Hyderabad, " other wise tender will be summarily rejected
EMD Amount	Tender application should be accompanied with EMD in the form of Demand Draft for Rs.25,000/- (Rupees Twenty Five thousands only) payable through demand draft drawn in favor of "NIPERH Resources" payable at Hyderabad. Telangana State – Pin 500037. For unsuccessful bidders the EMD shall be refunded after finalization of tenders and for successful bidders EMD amount shall be paid after completion of contract period without any interest.
Minimum Canteen space rent Amount (upset price)	The minimum upset space rent of institute Canteen for providing canteen services at NIPER, Hyderabad is (Rs. 70,800/- (Rupees seventy thousands eight hundred only) i.e., (Rs.60,000/- +18% GST) Payable through demand draft drawn in favor of "NIPERH Resources" payable at Hyderabad. Telangana State – Pin 500085 and the amount shall be payable by the successful bidder at the time of agreement. (Non- Refundable) However, a copy of Demand Draft shall be furnished along with the tender in price bid cover.
Pre Bid meeting Date & Time	10.09.2021 at 11.00 a.m. Venue: stores and purchase office NIPER, Hyderabad, Balanagar Near IDPL pin-500037
Last date and time for submission of tender	20.09.2021 up to 3.00 p.m.
Address for submission of tender	Venue:, stores and purchase office NIPER, Hyderabad, Balanagar Near IDPL PIN -5000037
Date and Time of Opening of Technical Bid	21.09.2021 at 3.30 p.m. Venue: stores and purchase office NIPER, Hyderabad

Signature of the Bidder

Signature of the registrar

Date of Opening of Price Bid	Will be informed later to the technically acceptable shortlisted bidders. These bidders have to produce their original certificates & documents for verification before opening of price bid.
Bid Validity	90 days from the date of Price bid opening.
Mode of Submission of Tender	Conventional Tender Box System
Bidder's Eligibility Criteria/ Check List	
1	Proof of valid Labor License (i.e., Mess, Catering services, Hotel, Restaurant, Manpower etc.,) Form-II or IV
2	Proof of Food License as per food & safety Act 2006 in the relevant field (i.e., Mess, Catering services, Hotel, Restaurant)
3	Proof of Registration of GST

Signature of the Bidder

Signature of the registrar

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Signature of the Bidder

Signature of the registrar

SECTION A: OVERVIEW

The NIPER Hyderabad is an Indian public pharmaceutical research university .it is one of the seven schools under India's Ministry of chemicals and fertilizers. The institute is located at the former R and D center of IDPL, Balanager. The NIPER Hyderabad is having very high floating of visitors, students, staff etc., The canteen is the busiest location having spur of activity. The NIPER Hyderabad intends to engage a reputed catering firm to operate the institute canteen and provide tasty & hygienic foods.

Sealed tenders in the two cover system are invited from reputed catering firms to prepare and serve food at canteen as per the terms and conditions.

SECTION B: SCOPE OF WORK

The essence of contract is to prepare and serve food at NIPER Hyderabad Canteen.

I) Lease of Canteen

- i) The Institute will provide space and the Canteen proprietor shall run the Canteen in the premises earmarked for the purpose. Electricity and water will be provided by institute without charge . Purified drinking water has to be provided by the bidder at his own cost for canteen customers
- ii) The institute will provide tables, chairs, and other furniture as shown in Annexure-VI.
- iii) The Canteen should be run on all the 365 days of the year from 9.00 A.M. to 6.00 P.M. The institute shall however reserve the right to revise the timings.

SECTION C: BASIC ELIGIBILITY CONDITIONS FOR SUBMITTING BIDS

1. The bidder should have Previous financial year/one year of experience for running a Mess, catering service, Restaurant or Hotel for not less than 100 persons on its dining strength.
- ☐ **Running of Large Industrial/ Institutional Canteens successfully in the State or Central Public Sector Undertakings or Companies in Private Sector o f r e p u t a t i o n Organizations/Institutions/ Statutory and Autonomous Bodies etc.**

Signature of the Bidder

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2. The bidders shall enclose attested copies of the following

1	Proof of valid Labor License (i.e., Mess, Catering services, Hotel, Restaurant, Manpower etc.,) Form-II or IV
2	Proof of Food License as per food & safety Act 2006 in the relevant field (i.e., Mess, Catering services, Hotel, Restaurant)
3	Proof of Registration of GST

The above mentioned basic eligibility conditions are mandatory, broad guidelines for bidder to qualify for technical bid is enclosed elsewhere in the document. The University Committee, NIPER Hyderabad hereby reserves the rights to relax/ alter/ modify/ add any or all the conditions.

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Signature of the registrar

SECTION D: PRE BID MEETING

1.0 With a view to ascertain the remarks/ views of the prospective bidders on the tender stipulations, terms and conditions, it has been decided by the Committee constituted for the purpose of mess contract to conduct a Pre-Bid meeting on **10.09.2021 at 11.00 a.m.** (Venue: **stores and purchase office NIPER, Hyderabad**)

- 2.0 The purpose of the conference will be to clarify the requirement of NIPER and to answer the questions of the prospective bidders on technical bid and other issues that may be raised at the conference.
- 3.0 If the prospective bidder finds any discrepancies or omissions in the tender document or is there any doubt as to their meaning, he should at once address the committee, for clarification at the time of Pre bid conference, so as to get clarification and submit his tender in time.
- 4.0 No extension of time will be given for submission of tender on any account.

Any modification of the bidding documents which may become necessary as a result of the Pre bid meeting shall be made intimated to all the bidders by **stores and purchase office NIPER** through a notification of amendment in the website of the NIPER.

SECTION E: PROCEDURE FOR SUBMISSION OF TENDER – GENERAL INSTRUCTIONS TO THE BIDDERS

- a. The tender document can be purchased from the **stores and purchase office NIPER** Balanager.
- b. The bidders shall not make any changes in the Applications of Technical and Price Bid.
- c. All correspondence and documents relating to the tender shall be written in English.
- d. No paper/ page shall be detached from the tender document (except the application for price bid in annexure II). No addition or alteration should be made in the tender document.
- e. The bids should be submitted in legible handwriting/ printing/ typing without any ambiguity in Annexure-I and Annexure-II of the tender document. If any correction is necessary the same shall be made after scoring out the old entry. All the corrections shall be attested with full signature of the tenderer.
- f. The tender shall be submitted as per the procedures and requirements stipulated herein. This tender is based on two covers system i.e.,

- ☐ **Sealed Cover A** : Covering letter with D.D.'s for Tender Fees, EMD amount and with Sealed cover B & Sealed cover C
- ☐ **Sealed Cover B** : Technical Bid Cover and
- ☐ **Sealed Cover C** : Price Bid Cover

Signature of the Bidder

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g. The method of submission of tender in sealed covers is given below:

Sl. No	On the top of the Cover, to be super scribed as	Contents of the Covers
(i)	“Cover A: “Tender for PROVIDING CANTEEN SERVICE” Name of the bidder: Tender Notice Number:	EMD amount of Rs.25,000 /- (Rupees Twenty five thousands only) in the form of Demand Draft
(ii)	“Cover B: Technical Bid cover” Name of the bidder: Tender Notice Number:	This cover contains all the pages of tender document except the application for price bid in annexure-II. Detach Annexure-II from tender document and rest of the tender document pages including technical bid application stipulated in Annexure I shall be duly filled and signed by the bidder. All these pages except the application for price bid along with other required documents shall be kept in this cover B along with experience certificate etc.,
(iii)	“Cover C: Price Bid Cover” Name of the bidder: Tender Notice Number:	This cover contains application for price bid stipulated in Annexure-II. Detach this page from tender document after furnishing information in price bid; bidder should place this in Cover C. A copy of the Demand Draft towards minimum upset price of canteen service shall be enclosed.
Note: Two separate sealed Covers i.e., cover B & cover C shall be placed / kept within a LARGER Size, Cover A, along with covering letter, DD's for EMD and tender Fee super scribing “Tender for PROVIDING CANTEEN SERVICES AT NIPER HYDERABAD”. The sealed cover shall be dropped in the tender box kept at the office of the “stores and purchase office NIPER, Hyderabad, on or before the last date for the specified in the Tender Notice.		

- h. If all the two inner envelopes/covers(cover B & cover C) and the one outer Cover (i.e., Cover A) are not sealed and marked as instructed, **stores and purchase office NIPER** will assume no responsibility for the misplacement or premature opening of any of the Cover. Any Cover opened prematurely will be rejected. All the two inner envelopes/covers should have the name and address of the bidder.
- i. The bidders are cautioned that furnishing of incomplete/ ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application.
- j. The sealed tender shall be dropped in the tender box kept at the office of the **“stores and purchase office NIPER on or before the last date for the specified in the Tender Notice.**
- k. NIPER will not accept any responsibility or grant any relaxation of time for any delay in submission of tender.
- l. The bidders shall bear all costs incurred by them in bid preparation and submission. All activities in connection with the preparation of bid will be the sole responsibility of the bidder.
- m. Bidder or his authorized representatives may personally visit dining facilities available at NIPER Hyderabad premises at his/ their own cost under prior intimation.
- n. Submission of the bid will therefore be considered as meeting the requirements of having fully read and understood the tender document and the scope of work prescribed herein along with any other modification pursuant to the pre-bid.

Signature of the Bidder

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SECTION F: TENDER FEES AND EARNEST MONEY DEPOSIT

- a. As detailed below, the bidders should furnish separate demand drafts towards Tender Fees, EMD.
 1. The tender document can be purchased by demand draft for **Rs.590/- (Rupees Five hundred ninety only)** i.e., (Rs.500.00 + 18%GST) drawn in favor of "**NIPERH Resources**" payable at Hyderabad. Telangana State – Pin 500037 towards tender cost
 2. Demand Draft for **Rs.25,000/- (Rupees Twenty Five thousands only)** payable through demand draft drawn in favor of **NIPERH Resources** payable at Hyderabad. Telangana State – PIN 500037. **For unsuccessful bidders the EMD shall be refunded after finalization of tenders and for successful bidder EMD amount shall be paid after completion of contract period without any interest.**
 3. Copy of the Demand Draft drawn towards The minimum upset price of canteen service of institute Canteen is (Rs. 70,800/- (Rupees seventy thousands eight hundred only) the DD shall be drawn in favour **NIPERH Resources** of the Hyderabad.
- b. The Technical Bid without Demand Drafts for Tender Fee, EMD shall be rejected out rightly.

SECTION G: TECHNICAL BID AND PRICE BID

FOR TECHNICAL BID

- a. **The TECHNICAL BID** should be furnished in the Application stipulated in the Annexure-I of this tender document.
- b. Technical bid consists of **Section A to Section I** of the tender document and the application for technical bid at Annexure-I.
- c. The bidder needs to agree with all the terms and conditions of the tender document unconditionally without any alterations.
- d. All pages of the tender document must be signed by the authorized signatory and sealed with stamp of bidding agency/ firm/ company as a token of having accepted the same.
- e. Technical bid and all the required enclosures of the Technical Bid should be serially numbered and any over writing/ erasures in the bid made by the bidder shall be signed by the person signing the bid.
- f. The bidders are permitted to attach separate sheets wherever necessary along with the application of technical bid.
- g. There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the Cover super scribed, "Technical Bid", the bid document will be summarily rejected in the first instance itself.
- h. The technical bid will be opened on **21.09.2021 up to 3.30 p.m** at the office of **stores and purchase office NIPER** in the presence of Committee members with the bidders or their representatives.
- i. At the time opening of Technical bid, the name of those who have submitted their offers along with the details of EMD and Canteen lease amount will only be read out and no other information/ details whatsoever will be shared at this stage.
- j. **More submission of information does not entitle the bidders to meet the eligibility criteria.** Committee reserves the right to verify and vet, any or all the information submitted by the bidder.

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Signature of the registrar

- k. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD.
- l. The NIPER reserve the right to shortlist the acceptable technical bids.

FOR PRICE BID

- a. The **PRICE BID** consists of Annexure-II of the tender document.
- b. The bidder should quote firm price taking into account of all statutory taxes such as Service Tax, GST, Income Tax etc., duties and levies of State Government, Central Government and Local Bodies. Rates quoted shall not be revised on account of any increase in price of commodities, taxes etc., No escalation of price whatsoever would be allowed during the pendency of the contract.
- c. Price bid must indicate the SPACE RENT amount proposed by the bidder (minimum upset price is Rs. 60000/- in **Annexure II** of the tender document. (The bidder to quote their price bids in **Annexure II**)
- d. The existing Catering Contractors, who are engaged for rendering catering service in the lease of canteen of NIPER, will be assessed based on the current Feedback/ Experience report. Like that of new entrants (i.e., new bidders), and old entrance existing catering contractors of NIPER should also furnish EMD, canteen space rent amount and Tender Fees and comply with all terms and conditions, specifications of this tender document. However, they are permitted to include their turnover with NIPER.
- e. **The format of Price bid indicated in Annexure-II shall be typed on the Letter Head (letter pad) of the bidding Agency/ Firm and Annexure-II shall be signed and kept in separate sealed Cover (Cover C).**
- f. The quote shall remain valid and open for acceptance for a period of 90 days from the date of opening of price bid.

SECTION H: BID EVALUATION CRITERIA

PRE-REQUISITE:

- a. Technically qualified bids alone are eligible for opening of price bid. Date of opening of price bids will be decided after technical bids have been opened and evaluated by the Committee.
- b. **If found necessary, the NIPER or its authorized representative may visit the sites of the bidder to inspect the present contracts to receive on the spot information regarding quality of services provided etc.,**
- c. Original certificates & documents of technically qualified bidders shall be produced for verification before opening of price bid.
- d. NIPER will award the contract to the bidders whose bid has been determined to be the most responsive to the bidding document. In view of the above, the bidders are encouraged to provide as much information and description as possible about their organization, their financial strength, profile of the cooks/ manpower, culinary capacity, client profile along with experience certification by their clients and demonstrated capacity in providing the services. The Committee will determine substantial responsiveness of each proposal with reference to tender specifications.
- e. NIPER reserves the right to change modify add or alter the bidding process including inclusion of additional evaluation criteria for short listing of bidders at later stages.
- f. The NIPER reserves the right to reject any or all the tenders, wholly or partly or annul the tender process at any stage prior to award of contract without assigning any reason

Signature of the Bidder

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Whatsoever and without any obligation or liability whatsoever

- g. In the event of bid being accepted, the bidder is expected to enter into a contract with the NIPER which shall be governed by the terms and conditions given in the tender document and any matter mutually agreed upon.
- h. Canvassing in any form shall make the tender liable for rejection. If a bidder deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the committee reserves the right to reject such tender at any stage.
- i. NIPER Hyderabad reserves the right to cancel the contract, if a bidder or bidders obtains the contract as a result of Cartel Formation of tendering or by forged methods at any stage.
- J No NIPER employee and/ or their dependants/relatives/partners are eligible to submit their offer against this tender.

TECHNICAL BID CRITERIA:

- k. Technical Evaluation shall be finalized based on the tenderers Experience, business turnover, financial strength and stability, contracts executed during the last year and the guidelines are given in section C.
- l. Besides, scrutinizing the original documents and submitted along with the technical bid, if found necessary the bidder will be interviewed by the Committee to assess the eligibility, capability and suitability of the bidder
- m. The bidders whose technical bids are not found acceptable will be advised of the same and their sealed cover containing price bid will not be opened and EMD amount will be returned to them after finalization of tender.
- n. All received tenders shall be initially evaluated on technical parameters, being described in Section C & Annexure-I of Tender Document
- o. All bidders to fulfill all conditions specified in Section C. Therefore, bidders are required to read the tender document carefully and submit tenders along with all necessary documents to avoid any chance of rejection.

STEPS OF EVALUATION:

Steps of Evaluation	Criteria	Impact of unavailability of requisite document
1 st	Submission of sealed covers as per item nos. f to g of Section E	Tender shall be summarily rejected and no further evaluation of the tender shall be done
2 nd	Two separate DDs for Tender Fees, EMD amount	As above
3 rd	Signing & stamping of all pages of tender document	As above
4 th	Experience certificate as specified in item No.1 & 2 of Section C	As above
5 th	Food License, Labour License and other mandatory certificates as said in item no.3 of Section C	As above

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PRICE BID CRITERIA:

- p. The Price Bid Evaluation shall be carried for the bids those qualified in the technical evaluation.

The highest space rent amount quoted will be the criteria to award the work, however the committee will inspect area of the running canteen messes of the bidder to taste the food and study the environment. Based on such inspection the committee may annul the tender process and award the lease to next highest bidder whose food quality is found to be satisfactory by the committee.

- q. In case two bidders quote same price (in case of Tie) the criteria for awarding the contractor is based on (a) Annual Turnover (b) Dining strength of the present year.

DUE DATES:

Pre Bid meeting Date & Time	10.09.2021 at 11.00 AM.(Venue: stores and purchase office NIPER)
Last date and time for submission of tender	20.09.2021 up to 3.00 PM
Date and Time of Opening of Technical Bid	21.09.2021 up to 3.30 PM (Venue: stores and purchase office NIPER)

AWARD OF CONTRACT:

Upon successful emerging in the technical and price bid the bidder will be expected to enter into a service contract with the University in the manner and appended to this document.

**SECTION I : SPECIFIC AND SPECIAL TERMS AND CONDITIONS
OF THE CONTRACT**

A. ACCOUNTS RELATED	
1.	The SPACE RENT amount of Canteen is fixed and will be collected at the time of agreement for a period of one year. In case of any extension the RENT amount shall be paid to the NIPER in proportion to the extended time and before such extension
2.	The bidder should execute an agreement in the non-judicial stamp, incorporating the various terms and conditions. The EMD of Rs.25,000 (Rupees Twenty Five thousands only) will be adjusted as interest free security deposit which shall be refunded after the expiry of the agreement and after adjusting applicable deductions, if any.
3.	It will be the sole responsibility of the bidder alone to execute the entire contract on his own. The caterer should not assign or sublet the contract.
B. BASIC AMENITIES	
1.	The NIPER will provide basic facilities such as furniture for carrying out preparation of food and service activities in dining room. These facilities will be under the control of the Caterer and he/she will be responsible for any damage other than usual wear and tear. (List enclosed)
2.	NIPER will NOT provide plates, spoons, cups, jugs, tumblers etc.
3.	The NIPER will provide electricity to the Caterer for the exclusive purpose of running the dining facilities.

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4.	The Caterer should be solely responsible for the arrangements of gas refills out of his own resources and its safe custody and usage.
5.	On expiry of the agreement, all the equipment/articles/facilities provided to the caterer shall be returned in good condition subject to the allowable wear and tear and no excuses of any nature whatsoever will be entertained for any loss or any damage to the equipment/ articles/ facilities. In case of any loss or damage, the Caterer will have to replace the lost items / carry out necessary repair, subject to the approval and instructions of the NIPER.
6.	Fire safety Measures: The lessee has to provide suitable number of fire extinguishers
C. PUNCTUALITY AND DISCIPLINE	
1.	Utmost attention has to be given to provide wholesome quality dishes and render good acceptable services besides maintaining punctuality in services without any complaint from diners which is equally important
2.	Caterer or his mess manager is required to remain present in the canteen The menu should be displayed on the notice board.
3.	The contractor shall maintain a suggestion book for recording the suggestions for improvement. Such suggestions have the approval of the NIPER should be forthwith acted upon.
4.	The Caterer shall be responsible for the proper conduct and behavior of the canteen workers engaged by him. The caterer along with his workers has to behave politely with hostel staff and students. If it is found that any worker has misbehaved with any of the staff, the caterer has to take action as suggested by the NIPER
5.	The caterer shall not employ any mess worker whose track record is not good. He should not have involved in any crime / offence / police case.
6.	The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility.
7.	Storage / consumption of any alcoholic drink / liquor is strictly prohibited. The caterer shall not serve any of such substance / drink in canteen. Smoking, consuming tobacco etc., are also prohibited in the premises.
D. MENU RELATED	
1.	The Caterer shall provide food as per the menu prescribed. Basic menu (Breakfast, Morning Tea/Coffee, Lunch and Dinner) to be served by the caterer is given at Annexure III . The NIPER reserves its right to modify the menu and revise the same at its discretion in consultation with the caterer to suit the availability of seasonal vegetables and their market supply.
E. Canteen Operation related	
1.	Not with standing anything contained in the terms and conditions, the NIPER shall be at liberty to terminate the contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever.
2.	After the award of the contract, the caterer shall be on trial for 3 months, subject to fortnightly review of performance, and the continuance of the contract for the remaining period shall be subject to satisfactory performance during the trial period.
F. Quality of food and Hygienic conditions related	
1.	The food, raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, hygienic and edible. No cooked food shall be stored / preserved after meals.
2.	The Caterer shall use only branded raw materials and best quality for preparing the food.

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	Procurement of first quality branded groceries; vegetables etc. will be the responsibility of the caterer. Selected branded items are attached in Annexure IV . Brands of other items will be decided by the NIPER. The members of the Committee reserves the right to c h e c k all materials brought to the canteen as well as cooking practices. In the event of the quality of the Food served being poor or not adhering to contractual conditions, the NIPER will be free to impose penalty as deemed.
3.	Keeping the kitchens, dining halls and mess premises neat, clean and hygienic are the responsibilities of the caterer. Strict adherence of the hygiene of messes and its surrounding is essential. Disposal of waste getting flogged in drainage lines have to be cleared by caterer. NIPER suggestions / actions regarding cleanliness have to be followed and the expenditure will be borne by the caterer. Any violation on the part of caterer is liable for appropriate penal provisions.
4.	The utensils are to be cleaned using detergent powder/soap with warm water after every meal.
6.	Caterer shall be solely responsible for cases of incidence of food poisoning and shall bear the complete expenditure arising out of this for medical treatment of the canteen consumers . In addition, penalty may be imposed on the caterer as decided by the NIPER for such incidences. Since the services include food and eatable, the provisions of Prevention of Food Adulteration Act, 1954 are binding on the caterer.
7.	There will be strict check on quality of food. The items of food served will be frequently checked by the Committee constituted by the NIPER. Such quality audit may be a test audit or random audit.

G. Work force related

1.	<p>a) Minimum workforce for running the canteen/ mess successfully shall be employed as per the need and requirement</p> <p>b) Three supervisors must be present in canteen. One of the supervisors should be entrusted the duty of quality control and hygiene.</p> <p>c) One Chef should be employed to maintain same taste and quality of food.</p> <p>Note : If it is required the mess contractor should employ some more additional work force in addition to as described above.</p>
2.	The caterer is required to maintain the details of all his employees / mess workers on daily basis in a attendance register. This information along with their photographs shall be submitted to the NIPER in the format that may be prescribed.
3.	Separate staff shall be employed in each category of canteen workers i.e., chef, supervisors, cooks, asst. cooks, helpers (i.e., separate for cleaning purpose and serving purpose)
4.	Employment of child labour (below the age of 18) is strictly prohibited.
5.	The employees of the caterer should wear uniform along with, cap, gloves etc.
6.	All expenses relating to the employment of the mess workers engaged by the Caterer shall be within the scope of the Caterer. The caterer shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss or otherwise terminate their services at any time. The caterer shall be solely responsible for any claim arising out of employment or termination of employment of his mess workers and for statutory payments. The Caterer is solely responsible for the payment of minimum wages for their mess worker as per the

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	Government norms and deductions towards PF and ESI. The record of duty hours and pay structure should be maintained as per rules, for inspection by authorized government personnel and NIPER and for meeting other statutory and non - statutory benefits/obligations. The caterer shall comply with the provisions of the Factories Act, Contract Labour (regulation and abolition) Act, Workmen Compensation Act, Employees PF Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act and the Rules framed there under or any other Laws and Rules as may be applicable from time to time in respect of the workers engaged by him. The caterer when required by the NIPER shall produce the registers and records for verification and comply with other directives issued by the NIPER for compliance of the statutory provisions. Thus, the caterer has to follow all labour laws / government laws and all statutory obligations in regard of employing the mess workers. The caterer shall be solely responsible for any dispute / violation of labour laws.
H. Canteen Services terms & conditions	
1.	The INSTITUTE will provide space to Canteen proprietor to run the Canteen in the premises earmarked for the purpose. Electricity charges and water charges will not be collected from contractor however Purified drinking water has to be provided by the tenderer at his own cost for canteen customers.
2.	The INSTITUTE shall fix the rates for each item that are to be served at the canteen and the Lessee shall have to serve those items only at the rates and quantum fixed vide Annexure-I and ANNEXURE-III (MENU) chart accordingly should be displayed at the canteen. Further, sale of Pans/Cigarettes/Ghutkas/Alcohol prohibited and other such banned item at the canteen is strictly prohibited.
3.	The contractor should be not transfer the management to any other individual or agency. The contractor has to appoint a responsible person, who should be present at the premises and supervise the day to day affairs of running of Canteen and shall not give scope for any complaints either from students/staff.
4.	The NIPER authorities shall have every right to inspect the Canteen without any notice and can seal the Canteen in case of violation of terms and conditions.
5.	The food shall be prepared as per the norms laid down by the Food and Drug Administration and shall be of the highest standards of hygiene and sanitation
6.	The Canteen shall be kept open for all 365 days of the year. In case the Canteen is to be closed for any maintenance, prior permission from the Registrar, NIPER shall be taken in writing, at least one week in advance.
7.	The Canteen should be run during the timings from 9.00 A.M. to 6.00 P.M. on all working days. The College shall however reserve the right to revise the timings.
8.	In case if any dispute arising between CONTRACTOR and the College, the same shall be resolved mutually. However, in case of disagreement, it will be referred to the Registrar, NIPER, who will be the sole arbitrator and his decision shall be binding on both parties.
9.	The Canteen Proprietor will have to abide by the decisions taken by the College from time to time for proper running of the Canteen

Signature of the Bidder

Signature of the Registrar

I. Legal & safety conditions related	
1.	In case the caterer fails to operate the contract or comply with any of the contractual obligations, NIPER reserves the right to get the same done at the caterer's risk and cost by another agency apart from recovery of a penalty.
2.	The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
3.	In case NIPER be held liable for any loss, damage or compensation to third parties arising by the Caterer, such loss, damage or compensation shall be paid by the Caterer to NIPER together with the costs incurred by NIPER on any legal proceedings pertaining thereto.
4.	All necessary personal safety equipments as considered adequate shall be made available by the caterer for use by personnel employed on the site and maintained in a condition suitable for immediate use. The caterer shall take adequate steps to ensure proper use of equipment by those concerned. Special emphasis will be laid on fire safety norms and proper operation of electrical gadgets/ instruments and firefighting equipment etc., placed at the disposal of the hostel mess. The caterer shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurring. Liability / responsibility in case of any fire accident or any other accident causing injury/ death to mess worker/s inmates or any of his staff shall be of the caterer. The, NIPER shall not be responsible in any means in such cases.
5.	Disposal of waste material shall be done by the caterer in accordance with the prevalent rules and regulations. He shall take all needs and precautions to clear off the garbage to a suitable location and maintain hygiene in mess premises.
6.	The contractor will not be permitted to franchise the lease of canteen for any other commercial activity outside the canteen. The canteen should not be used for any other purpose, other than the catering services for students and staff.
7.	Mess workers and cook should be healthy and medically fit. The Caterer should ensure that all his workers are free from communicable diseases. If any mess worker is found medically unfit, he/she may not be given permission to continue his/her duties and the caterer has to replace him/her immediately without fail.
8.	niper will not be liable for any medical attention, injury / loss of life of the mess or any other worker engaged by the contractor in the preparation, transportation of the food items to the Dining Halls and further service as per the contract. A suitable insurance coverage for the staff of caterer shall be arranged by the Contractor at contractor's cost towards compensation of any loss to their workmen as per legal provisions.
9.	In the event of the disputes, differences, claims and questions arising between the parties here to arising out of this agreement, all such dispute claims shall be referred to Sole Arbitrator appointed by the NIPER. All legal disputes shall be subject to the jurisdiction of court at Hyderabad.
10.	NIPER reserves the right to review, modify, alter, add and delete any of the terms and conditions of the contract.
11.	The Contractor should not transfer the management to any other individual or agency. The Contractor has to appoint a responsible person, who should be present at the premises and supervise the day to day affairs of running of Mess and shall not give scope for any complaints either from students/staff.

Place:

Signature of the bidder with Name and seal

Date:

Name:

Designation:

Seal:

Signature of the Bidder

Signature of the Registrar

ANNEXURE - I
APPLICATION FOR TECHNICAL BID

(To be submitted in Cover B and to be kept inside a larger size outer Cover)

Important Note:

- (1) Bidders are cautioned that the tabular statement given below is the application format for Technical bid. Hence there should NOT be any indication either in this tabular statement or in the enclosures to this tabular statement regarding per Day per student/ Cost/ Price or any other commercial consideration under this contract.
- (2) All information called for in this Application format shall be furnished against the relevant columns in the format. If the information is furnished in a separate sheet enclosed with the technical bid, this fact should be mentioned against relevant column(s). If any particulars/ query are not applicable in case of the applicant bidder, it should be stated as "Not Applicable".

Sl. No.	Description	Information
1	Do you unconditionally agree with all Terms and Conditions stipulated in the Tender Document?	Yes / No
2	Have you furnished Documentary evidence/ proof in support of compliance with the basic eligibility conditions stipulated in Section C of the tender document	Yes / No
3	Details of Tender Fees remittance	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
4	Details of EMD remittance	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
5	Details of proof of Addresses	
6	Name and Address of the Applicant / bidder with Telephone / Fax / Mobile and Mail ID	
7	Year of Establishment / Incorporation	
8	Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)	
9	Legal Status of the bidder (In the case of Partnership Firm, authenticated	

Signature of the Bidder

Signature of the Registrar

	copy of Partnership Deed, in the case of Private or Public Limited Company authenticated copy of Memorandum and Articles of Association and in the case of Proprietary concern, (Proprietary Firm Registration Certificate should be enclosed as documentary proof)		
10	Bio data or Profile containing name, educational qualifications, occupation and postal address of Proprietor / Partners/ Directors/ Managing Director/ Chairman and Managing Director (please use separate sheet if found necessary)		
11	Name, designation and Phone number of persons authorized to sign the documents on behalf of the Proprietary concern/ Partnership Firm/ Private or Public Limited company (Please attach Power of Attorney / authorization for signing the document. In the case of Proprietary concern bidder may submit attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)		
12	Name and Designation of the Contact Person/ Representative/ Manager of the Agency/ firm/ company with mobile number & email ID		
13	Annual Turnover during the latest year	Financial Year	Annual turnover of the bidder from catering Business (Rupees in lakhs)
14	Are your firm/ company carrying out any other trade/ business in addition to Catering Services? Furnish particulars of other trade/ business carried out.		
15	Total experience (years/ months)	Hostel Mess: Institutional/ Industrial Canteen: Catering/ Restaurant:	
16	Have your firm/ company ever changed its name any time? If yes, provide the previous name and the reasons there for?		
17	Were the company/ firm ever required to suspend catering services for a period of more than six months continuously after you commenced the catering services? If yes, state the reasons.		

Signature of the Bidder

Signature of the Registrar

18	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.											
19	Income Tax Permanent Account Number (Copy of PAN Card to be enclosed)											
20	Income Tax Assessment Completion Certificates/ Assessment Orders for the latest financial years											
21	Have you registered under Employees State Insurance Corporation Act (ESI). If so , enclose copy of the registration certificate. Also provide a copy of latest remittance made by your agency/ firm/ company											
22	Have you registered Under Employees Provident Fund (EPF) & Miscellaneous Provisions Act? If so , enclose copy of the registration certificate. Also provide a copy of the latest remittance made by your firm towards EPF.											
23	Service Tax Registration Number (Proof to be attached).											
24	GST Number (Proof to be attached)											
25	Name and address of your banker											
26	Brief details of Litigations, if any, connected with Catering work, Current or during the last three years, the opposite party and the disputed amount.											
27	Specify whether there are any issues / disputes against your agency/ firm/ company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,											
28	Give details of Termination of previous contract, if any											
29	Number of cooks, servers, cleaners, supervisors proposed to be deployed by the bidder for the proposed catering strength of 1000-1100 students at JNTUH canteen	<table border="1"> <tr><td>Chef</td><td></td></tr> <tr><td>Supervisors</td><td></td></tr> <tr><td>Cooks</td><td></td></tr> <tr><td>Servers</td><td></td></tr> <tr><td>Cleaners</td><td></td></tr> </table>	Chef		Supervisors		Cooks		Servers		Cleaners	
Chef												
Supervisors												
Cooks												
Servers												
Cleaners												
30	Format of ongoing Contracts: The following should be enclosed: (a) Work Orders and Contract/ Agreement copies (b) TDS Certificates issued by the Client comprising of gross bill values for the works done by the caterer. (c) Attach separate sheet for each job/ work											

Signature of the Bidder

Signature of the Registrar

Sl. No.	Name and address of the client organization with name, address, mobile number and Email ID of the officer to whom reference may be made.	Nature or type of work undertaken (viz., Hostel Mess, Industrial or Institutional Canteen)	Work order Value (Rs.)	Number of Diners	Period of Contract	
					From	To

- 31 Format of Completed Contracts during the last Year :
Order Copy, Contract/ Agreement copy should be enclosed. If required, please attach extra sheets. Enclose Experience Certificate or certificate of satisfactory completion from the client organizations for anyone year

Sl. No.	Name and address of the client organization with name, address, mobile number and Email ID of the officer to whom reference may be made.	Nature or type of work undertaken (viz., Hostel Mess, Industrial or Institutional Canteen)	Work order Value (Rs.)	Number of Diners	Period of Contract	
					From	To

- 32 Any other information, document which may help NIPER in assessing your capabilities, may be enclosed. The bidder may add any further information that he considers relevant for the evaluation of their bid. The bidder may attach catalogue and other annexure that would help in providing quality food and services.

Note:

1. All the documents enclosed to the Technical Bid should be arranged and submitted in the same serial order as they appear in the Technical Bid.
2. All the pages of tender documents must be numbered, duly signed and stamped by the bidder. If an individual or a proprietor of a firm is a signatory, he / she should sign above the full type written name and current address. In case of partnership firm, all the partners of the firm or a partner holding power of attorney for the firm (a certified copy of the power of attorney should accompany the documents) should sign. In both the cases, a certified copy of the partnership deed and current address of all the partners of the firm shall be furnished. In case of limited company or a corporation, the documents shall be signed by a duly authorized person holding power of attorney for signing the documents, accompanied by copies of the power of attorney and the Memorandum and Articles of Association duly attested by a Notary Public.

Signature of the Bidder

Signature of the Registrar

DECLARATION

- ☐ I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge.
- ☐ I/ we understand that furnishing of false information could result in disqualifying for the award of the contract.
- ☐ I/ We also authorize the NIPER or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
- ☐ I/ We do hereby offer to perform and execute the catering contract in conformity with terms and conditions of the contract.
- ☐ I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the NIPER , and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

Place:

Signature of the bidder with Name and seal

Date:

Name:

Designation:

Seal:

Signature of the Bidder

Signature of the Registrar

ANNEXURE - II**APPLICATION FOR PRICE BID**

(To be submitted in a separate sealed Cover (Cover C) but to be kept inside the Larger size outer Cover)

Also to be submitted under the letter head of the bidder

To
The Director,
NIPER Hyderabad.

In response to the Tender notification No. No.NIPER-HYD/catering services/
Date:25th August 2021 we are submitting the price bid as below:

<u>CANTEEN SERVICES</u>		
Sl. No.	Menu for Canteen & item Rates	Space rent amount per annum to be quoted by the bidder (minimum upset value+18% GST)
1	Please refer the menu for lease of canteen Annexure III for quoting	Providing of canteen services at NIPER hyderabad campus

Note:

- The NIPER shall provide space to Canteen proprietor to run the Canteen in the premises earmarked for the purpose. Electricity and water charges will not be claimed from the contractor but Purified drinking water to be provided by the tenderer at his own cost for canteen customers.

I/ we hereby agree to provide catering services as per the terms and conditions of the contract at the parallel rate contract rate as would be decided by the NIPER and the rate shall be valid at least for a period of 12 months.

Place:

Signature of the bidder with Name and

seal:

Date:

Name :

Designation:

Seal :

Signature of the Bidder

Signature of the Registrar

ANNEXURE-III
Canteen service at NIPER, Hyderabad
STATEMENT OF ITEMS THAT ARE TO BE SERVED AT THE RATES AT WHICH
THEY ARE TO BE SERVED AND THE QUANTUM THAT SHOULD BE MAINTAINED

Sl.No	ITEM	QUANTITY	RATE Rs.
I. ROUTINE ITEMS			
BREAKFAST (MORNING 9.00 A.M TO 11 A.M)			
1	Idli	150 grams (3 Nos)	30.00
2	Wada	120 grams (2 Pieces)	20.00
3	Upma	150 grams	15.00
4	Puri	150 grams (3 Nos)	25.00
5	Masala Dosa/Onion Dosa	120 grams	40.00
6	Plane Dosa	120 grams	30.00
8	Bread & Omlet	4 pices + 1 egg	20.00
SNACKS (9.00 A.M TO 6.00 P.M)			
9	Samosa (potato) with mirchi	120 grams (1 No)	10.00
10	Small Samosa (Onion)	Each plate (4 Nos)	12.00
11	Mixture	60 grams	10.00
12	Vegetable/NV Puff	Each	10.00
13	Cream bun	Each	5.00
14	Cream cake	Each	10.00
15	Pakodi	100 grams	15.00
DRINKS (9.00 A.M TO 6.00 P.M)			
16	Milk	100 ml	10.00
17	Tea (full)	100 ml	10.00
18	Tea (single)	50 ml	7.00
19	Coffee	100 ml	10.00
20	Vijaya badam milk	Each	MRP
21	Fruit Juices (any seasonal fruits)	150 ml	20.00
22	Ice creams (small cups)	50 ml	MRP
23	Water bottle	Each	MRP
EVENING (3.30 P.M TO 6.00 P.M)			
24	Chats		
	a) Samosa ragada	1 plate	15.00
	b) Pani Puri	1 plate (7 Nos)	10.00
	c) Bhelpuri	1 Plate	10.00
	d) Mirchi bajji/Alubajji/Onion bajji	1 Plate (4 Nos)	20.00
25	Punukulu	1 Plate (10 Nos)	15.00
26	Omlet with Onion	2 eggs	20.00
27	Boiled egg	1 egg	10.00
28	Bread & Omlet	4 pieces + 1 egg	20.00
FAST FOOD (4.00 P.M TO 6.00 P.M)			
29	Manchuria (Veg & Non-veg)	1 Plate	30.00
30	Noodles (Veg & Non-veg)	1 Plate	30.00
31	Fried Rice (Veg & Non-veg)	1 Plate	30.00
II. ORDERED BASED ITEMS			
32	Full meals (Vegetarian) with following items(Unlimited Rice, Dal, Sabji, Sambar, Rasam, Curd, Pickle, Papad) plus 2 chapatisor 2 small puri	1 Plate	60.00

Signature of the Bidder

Signature of the Registrar

ANNEXURE-IV

Selected Branded Items to be used

Name of the ingredient	Brand Permitted to be used for Cooking
1. RICE	Sona masury/BPT/HMT of High quality
2. ATTA/ WHEAT	Aashirvad/ Pillsbury/ Annapurna
3. MAIDA	High Quality
4. SALT	Tata / Anna Purna/ Nature Fresh/ Kristal for all purposes
5. BUTTER	Amul/ Vijaya/Karimnagar diary
6. JAM	Kissan
7. OIL	Sundrop, Godrej, Vijaya, Safola, Golddrop
8. ICE CREAM	Amul/ Kwality walls (in different flavours)
9. MILK	Amul/ Vijaya/Karimnagar diary Milk alone should be used for all purposes (higher fat content)
10. TEA	Brook Bond, Lipton, Tata, Chakra Gold
11. COFFEE	Nescafe/ Bru/ Green label
12. KETCHUP	Maggi / Kissan
13. GHEE	Amul/ Vijaya/Karimnagar diary
14. PICKLE	Priya/ Ruchi / Home made
15. BREAD	Any Standard Brand
16. CHIPS	Potato
17. DAL	Good quality, clean, fresh and stone/ dust free any standard brand
18. PAPAD	Large size

Signature of the Bidder

Signature of the Registrar

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF PROVIDING LEASE OF CANTEEN

An agreement made this _____ day of _____
between the REGISTRAR NIPER Hyderabad , and Sri/ Mrs. _____
_____ (here inafter called as **Contractor** with expression shall include his
heirs, administrators, executors and legal representatives of the one part) and the REGISTRAR
NIPER .Now this agreement witness as follows:

1. In this agreement word and expression shall have the same meaning as are respectively assigned to the terms and conditions of contract herein after referred to.
 2. The following documents shall be deemed to form, be read and construed as part of this agreement viz.
 3. In consideration of such rate quoted by the contractor for providing lease of canteen and accepted by REGISTRAR NIPER, the agency hereby covenants to complete the services in all respects in conformity with the provision of the contract.
For non-performance of the contract to the satisfaction of the NIPER and also for serious failure abide by the terms and conditions of the contract the performance Security will be en-cashed and forfeited.
- All disputes and differences of any kind whatsoever arising out or in connection with contract whether during or after completion of contract will be settled amicably in a spirit of co-operation and the decision of the Registrar NIPER Hyderabad shall be final on all such matters and shall be binding on the bidder.
 - In witness whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year above written.

SIGNATURE OF APPLICANT
CONTRACTOR'S COMMON SEAL:

SIGNATURE OF THE REGISTRAR NIPER

Place:.....

Place:.....

Date:.....

Date:.....

In the presence of

- 1.
- 2.

- 1.
- 2.

Signature of the Bidder

Signature of the Registrar

SERVICE PERIOD

Providing Catering Services on contract basis to the NIPER shall be for a period of one calendar year and will commence from _____ 2021 and ends on _____ 2021. The lease period can be extended further based on the recommendations of the NIPER and depending upon the performance of the Mess/Canteen maintenance. If extended, the contractor is liable to pay the additional lease amount for the further extended period as per the contract conditions failing which the lease will be cancelled and the EMD & lease amount deposited will be forfeited.

SIGNATURE OF APPLICANT

REGISTRAR

Details of utensils available at Canteen, Dining hall NIPER, Hyderabad Dining Hall-

Ground Floor

1	Glass Tables
2	Steel chairs
6	Fans
7	Tube lights
8	Pillar cocks

Canteen

1	Dining Tables
3	Fans
4	L E D lights
5	Tube lights
6	Taps

Signature of the Bidder

Signature of the Registrar

Signature of the Bidder

Signature of the Registrar