

**Tender – Canteen Services**

**Terms and Conditions**

Sealed tenders are invited in the prescribed application form for providing facility of “Canteen Services**”** on a Facility Rent Charge basis, at the above address for the period from 01-08-2018 to 31-07-2019.

TENDER FOR CATERING SERVICE IN THE

Institute of Hotel Management, Bathinda

**INTRODUCTION**

Student canteen exists in the premises of the Institute of Hotel Management, Industrial Growth Centre, Mansa Road Bathinda. This tender is intended for the catering services for the staff, students and authorized visitors in the Institute of Hotel Management, Industrial Growth Centre, and Mansa Road Bathinda.

The Term "Institute" shall mean the Institute of Hotel Management, Bathinda. "Principal" shall mean the Principal, “Contractor" shall mean the person who is awarded this contract by Institute of Hotel Management, Bathinda to run the canteen in the Institute on contract, as per the prescribed terms and conditions of the contract.

The day –to-day working of the canteen will be watched by an Advisory Committee duly constituted by the Institute for this purpose.

**SCOPE**

The Contractor is requires to supply tea, Coffee and snacks, etc. to nearly 250 students and staff of the institute. In addition to the regular employees of the Institute of Hotel Management, Bathinda as explained above, canteen will also cater to the needs of the authorized visitors to the Institute for official work as well as to the participants in academic, technical and production programmes organized by the Institute from time to time, Coffee, snacks, cold Drinks etc shall also be supplied for meetings or other purpose, whenever and wherever required in the premises.

**TERMS AND CONDITIONS**

1. The Tenderer will abide by the municipal Laws and Other Relevant laws pertaining to sale of Food. Necessary Licenses, if required, will have to be obtained by the Tenderer under various Acts and Rules etc.
2. The Tenderer Should himself assess the volume of Business. The Institute will not guarantee the minimum/maximum and shall not be liable to reduce the rent in view of decline/loss of business due to any reasons.
3. Electricity: Payment shall be collected from the contractor as per the reading of sub meter on monthly basis. Bill supplied to the Institute by PSPCL shall be the base of unit consumption calculation.
4. The contractor will have to make arrangement for the cleanliness of canteen and its surroundings to the satisfaction of the institute. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste.
5. The contractor shall arrange for items i.e. crockery, utensils, boilers, juice machine, cooking gas, cylinders, cooking stove etc. and items of similar nature of good quality as approved by the Institute at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of canteen.
6. The timings of the canteen will be as prescribed by the Institute from time to time subject to change.
7. The contractor will not supply any item to the rooms of hostel.
8. The contractor shall employ only such persons as are declared medically fit as certified by the Govt. hospital in Bathinda. No such employee will be under the age of 18 years. Documentary evidence will be provided by the contractor.
9. That the contractor will be personally responsible for credit dealing.
10. The contractor will be fully responsible for the repair/maintenance, cleanliness, breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him by the Institute for the purpose of preparing lunch, tea and coffee. Furniture provided to the contractor will be maintained properly. Any loss/damage (including repairs) to the same will have to be made good by the Contractor, at his cost.
11. Materials used for cooking purpose tea, coffee, spices, and food stuffs, vegetables etc. should be of good quality only will be used. The Institutes reserves the right to inspect the materials at any time.
12. The contractor will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by concerned local authorities and to the satisfaction of the Institute.
13. Sub-contracting of any kind, in any form or subletting of any portion in any form is not Permissible and if found so, action will be taken by Forfeiting security Deposit and termination of the contract.
14. The Price List Per unit of all available cooked items should be conspicuously displayed on the two separate Boards first at the entrance of the canteen and second at the cash counter.
15. The Price Charged for Packed/ready made food Items, soft Drinks etc. should not exceed MRP Printed on the packaged items.
16. The rate list and menu as approved by the Institute should be displayed. The contractor may sell other food items at prevailing market rates only.
17. The size and weight including quality of the various items should be approved by the Institute New items should not be introduced without approval of the Institute. No rate will be revised without the approval of the Institute.
18. The contractor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen.
19. The Institute shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the contractor and such persons as will be employed by him. While engaging his employees the contractor will make these conditions clear to them categorically and in writing and their acceptance of these terms shall be communicated to the Institute also.
20. Under no circumstances any of the contractor’s employees will stay in the Institute premises beyond canteen hours after closing the canteen. He will ensure that the canteen rooms are properly locked and secured during closed hours of the Institute. The access to the space allotted to the contractor will be as per the conditions and in the mode as prescribed and regulated by the Institute from time to time which will be binding on him and his employees. The Institute reserves the right to inspect the premises allotted to the contractor including the canteen store at any time.
21. The contractor shall not entertain any orders or supply eatables outside, Institute of Hotel Management, Industrial Growth Center, Mansa Road, Bathinda.
22. The contract will be for **one year** to start with from the date of signing the contract. The Institute reserves the right to repudiate the contract at any time after giving one months notice, if the institute is not satisfied with the working of the said contractor.
23. The decision of the Institute in this regard shall be final will be binding on the contractor.
24. The contractor will at all times ensure discipline decent and courteous behavior by his employee while they remain in premises of Institute. In case any of his employees indulges in any act of indiscipline, misbehavior or slogan shouting or indulges in violent act(s) or abets others in doing so and it is prima facie proved, the contractor shall remove the employee concerned from the premises immediately on receipt of written communication from the authorities which will be duly acknowledged by the contractor.
25. Under exceptional circumstances the Institute reserves the right to change any term and conditions as and when warranted.
26. In case of any dispute arising out of the interpretation of the terms and conditions of the contact, the decision of Principal of the Institute will be final and binding.
27. The contractor will be required to execute an agreement in the prescribed form in this behalf in case the contract is awarded.
28. The contactor will have to **deposit Rs. 5000/- as security in the form of D.D drawn in favour of** **Institute of Hotel Management, Bathinda**. No interest will be paid on this amount. The samewill be refunded when the contract is over and canteen premises are handed over to the Institute and all dues from the contractor have been settled.
29. The contractor whom the above terms and conditions are acceptable shall submit. The contractor will not further sub-contract to any other party. In case the contractor is found having sub-contractor this contract, the contract will be terminated without any notice and security deposit will be forfeited.
30. If any case the contract violets the terms & conditions of the contract the Security Deposit will be forfeited.
31. The physical possession of the canteen shall be given to the tenderer after completion of all formalities.

Important Instruction for Tenderer are:

1. The Earnest money of Rs.500 is to be deposited by the tenderer by Demand Draft only, in favour of **“IHM, BATHINDA”**, payable at Bathinda. EMD of unsuccessful tenderers will be refunded after finalizing the agreement with the successful tenderer. EMD will not carry any interest.
2. The Institute will not be responsible for late / non receipt of tender documents due to postal delay.
3. The service provider should have been at least three years in business. The premises of supplier are subject to verification and satisfaction of IHM. List of other contracts in hand, if any must be furnished.
4. The validity of tender shall be 60 days from the date of receipt. The finally approved and determined rates will remain in force up to **one year** from the date of award of contract with a provision to extend further for a period of Two months at the same rates approved by the Institute.
5. While quoting rates, the parties must quote facility rent per month.
6. The rates once approved are final throughout the contract period, and no request for change of rates during the contract period will be entertained in any case including natural calamities like, flood, etc.
7. The rent would be charged on monthly basis and should be paid at the Institute latest by 10th day of every month by means of Cheque / Demand Draft in favor of “IHM Bathinda” payable at

Bathinda.

11. The contract, if awarded, for specific period, can be terminated at any time without assigning any reason, whatsoever, even before the expiry of the contract period.

1. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
2. Dispute, if any, would be subject to BATHINDA jurisdiction.
3. Tenders should not accompany any requests for negotiations from tenderers.
4. Conditional offers are liable to be rejected.
5. Overwriting is not allowed and cuttings on the tenders should be avoided as far as possible and wherever corrections exist, the signatory should attest the same.
6. Please note that "Terms and Conditions" accompanying the tender documents are for general guidance only and successful tender will have to sign an agreement, with amendments, if any, considered necessary by the Institute.
7. Earnest money as prescribed has to be deposited by the tenderers failing which tender is liable for rejection.
8. Tenders should be completed in all respects and submitted in Tender Wizard-website tenderwizard.com/IHM.
9. All supporting documents for the technical bid should be submitted in like EMD Details & other supporting documents Pan, GST Etc.
10. Annexure A (Technical Bid) provided with the documents is to be filled up by the tenderer duly supported by documents as desired.
11. Annexure B will form the quotation for rent rate contract for the canteen for the given period. The rates should be quoted as per the period mentioned.
12. As per the agreement required to be signed, the management reserves the right to call upon the service provider to continue the services at the contractual rates for two months in excess of the contract period. Similarly, the Institute also reserves the right to defer the commencement of the services period by three months.
13. The Performance Security Deposit amounting Rs. 5000 (Rupees Five Thousand only), will have to be paid by the successful tenderers through Bank Draft favouring IHM BATHINDA within 5 Days of allocation of Tender will be paid on Security Deposit by the institute to the party during retention of the security deposit.

Principal / Secretary

**Undertaking**

I / We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have gone through the above terms and conditions of the tender and will abide by them as laid down above

Date\_\_\_\_\_\_\_\_\_\_\_\_\_

Place\_\_\_\_\_\_\_\_\_\_\_\_\_

Enclosed:

- Annexure A

- Annexure B

Signature of the Tenderer with Seal

**Annexure A**

**INSTITUTE OF HOTEL MANAGEMENT CATERING TECHNOLOGY& APPLIED NUTRITION, BATHINDA**

**Technical Bid** for providing of **“Canteen Services”**

|  |  |
| --- | --- |
| 1. | Name of the Organization / Firm |
|  |  |  |
| 2. | Address |  |
|  |  |
| 3. | Nature of Organisation |
|  |  |
| 4. | Names of Owners / Authorized |
| Person with Designation |
|  |  |
| 5. | Registration No. of Firm |
| (Attach True copy) |
|  |  |
| 6. | PAN No. (Attach true copy) |
|  |  |
| 7. | VAT No. GST No. Attach (true |
| copy) | (If applicable ) |
|  | Bank Details |
|  | - | Bank Account No. |
| 8. | - | IFSC Code |
| - | Name of Bank |
|  |

* + Address of Bank

Attach Passbook Copy

1. No. of Year in Business (Attach Proof)
2. List of other contracts, if any (Attach Proof)

Details of Non-Refundable Tender

1. Fee (Rs. 100)(Attach copy of Receipt)

Details of EMD (Rs. 500 Refundable in form of DD in favour of IHM, Bathinda)

* Demand Draft No.
* Issuing Bank
* Date

Authorized Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rubber Stamp of the Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure B**

**Financial Bid** for providing of **“Canteen Services”**

**To**

**The Principal**

**IHMCT & AN**

**Bathinda**

**Sub: Tender For running Canteen in Institute of Hotel Management, Bathinda**

Sir,

I am submitting herewith the Tender for providing catering services in Institute of hotel management, Bathinda on Annual contract basis 2017-18 as per details given below:-

1. Name of the Tenderer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Address
3. **Facility rent charges quoted coated by the vendor** Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Excluding Electricity Charges) (in words)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certified that all the terms and conditions mentioned in the Tender From are acceptable to me/ us.

**Signature of the Tenders with stamp**

**Dated:**