

Tender
For
Canteens in various Hostels
At
Malaviya National Institute of Technology Jaipur

NIT No.	: DSW/HO/01/2025-MNIT.JP
NIT Issue Date	: 08 th May 2025
Pre bid Meeting	: 15 th May 2025 at 03:00 PM
Last Date of Submission	: 30 th May 2025 at 05:00 PM
Bid Opening	: 31 st May 2025 at 04:00 PM



Malaviya National Institute of Technology Jaipur
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Malaviya National Institute of Technology (MNIT) Jaipur, is an apex institute established by the Ministry of Education, Government of India. The Dean (Student Welfare), MNIT Jaipur invites online tenders for opening of canteens in various hostels of MNIT Jaipur. Thus, it is requested to quote your best offer along with the complete details of specifications, terms & conditions. The details of hostels in which there is requirement to run canteen along with approximate strength of students who may avail facilities of canteen / nearby canteen is as follows:

S.No.	Location of Canteen	Approx. Area of Canteen (Sq. Feet) Dining + Kitchen	Nearby hostels	Tentative Strength (approx.)	Remarks
1	Hostel No. 6	1500 Sq. Feet	Aravalli Hostel, Hostel No. 6 & 8	900 Students	Strength of Students may vary from time to time as per hostel allocation
2	Hostel No. 4	2000 Sq. Feet	Hostel No. 1, 2, 3, 4, 5 & 7	900 Students	
3	Aurobindo Hostel	4500 Sq. Feet	Aurobindo Hostel	950 Students	
4	Gargi Hostel	1250 Sq. Feet	Gargi Hostel	350 Students	
5	Vinodini Hostel	1300 Sq. Feet	Vinodini Hostel	600 Students	

Instructions to Bidders for Online Bid Submission

Department of Expenditure has issued the directive to publish the tender document on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>).

The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information, bidders may visit the CPP portal <http://eprocure.gov.in/eprocure/app>. The tender document can also be downloaded from MNIT Jaipur website. (www.storepurchase@mnit.ac.in)

1.1 Registration Process

- Bidders to enroll on the e-procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link “Click here to Enroll”. Enrollment on the CPP Portal is free of charge.
- The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / eToken.

1.2 Tender Documents Search

- Various built-in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.3 Bid Preparation

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /Schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

1.4 Bid Submission

- a) Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder to select the payment option as "on-line" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- d) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the pre-scribed format and no other format is acceptable.
- e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time (for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

1.5 Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 18002337315.

1.6 General Instructions to the Bidders

- a) The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- b) Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card Token in the company's name is a pre-requisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the e- Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure>

Terms & Conditions:

Instructions:

1. Bids shall be submitted Online. The Bid documents can be downloaded from Institute's website.
2. Tenderer/Contractor are advised to follow the instructions provided in the "Instructions to the Contractors/Tenderer for the submission of the bids"
3. Contactor or contractors having business relationship shall not submit more than one tender. Under no circumstance, father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
4. **EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) as mentioned below by way of demand drafts or Bank Guarantee or FDR only for the canteen (s) applied for:

S.No.	Location of Canteen	EMD Amount (in Rs.)
1	Hostel No. 6	20000
2	Hostel No. 4	20000
3	Aurobindo Hostel	30000
4	Gargi Hostel	12000
5	Vinodini Hostel	18000

The demand drafts shall be drawn in favour of "**MNIT Mess Council**" payable at Jaipur only. **The demand drafts or Bank Guarantee or FDR for earnest money deposit must delivered to the Hostel Office MNIT Jaipur on or before last date of bid submission date/time.** The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee / Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.

The Hard Copy of original documents in respect of earnest money deposit must be delivered to the Hostel Office MNIT Jaipur on or before last date of bid submission date/time as mentioned.

5. **Submission of Tender:**
The tender shall be submitted online in two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submitting.
6. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i) Signed copy of valid registration certificate, experience certificate as per the tender notice, PAN, GST registration certificate, FSSAI Certificate and Tender Acceptance Letter.
- ii) Signed and Scanned copy of documents like Earnest Money Deposit

Scope of Work:

- 1 The Dean (SW) MNIT Jaipur requires contractor(s) to run the Canteen in various hostels of MNIT Jaipur on rates as fixed by the Dean (SW) MNIT Jaipur to cater for the food related needs of the students, faculties, staff and visitors attending the Institute (Annexure - II).
- 2 To fix the menu/items in consultation with the mess committee from time to time.

Terms & Conditions:**A. General Conditions:**

1. Pre-bid meeting shall be held in the Hostel Office MNIT Jaipur to clarify any queries of the tenderer on 15th May 2025 at 03:00 PM.

2. **Period of Contract:** The contract period shall commence on the date of Commencement and shall remain for 1 year. The period is further extendable for a maximum period of 1 year on the same terms and conditions and the rates at which the contract is awarded will be valid throughout the contract. No claims whatsoever on account of increase in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the Hostel Office MNIT Jaipur through appropriate reduction of the contracted rates.

3. All the Technical Bids will be scrutinized by the evaluation committee constituted by the Dean (SW) MNIT Jaipur to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.

4. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period, otherwise the EMD submitted by the tendering firm would stand forfeited.

5. Bid Validity: The quoted rates must be valid for a period of 180 days from the date of the opening of Technical Bid prescribed by the Institute. During the validity period, the overall offer for the assignment and the bidder(s) quoted price must remain unchanged. If a bidder quotes a validity period that is less than the required period, the bid will be considered unresponsive and may be rejected.

6. The technically qualified Bidder who submits the highest financial bid amount as a Maintenance Charges / Rent (per month); separately for each canteen; shall be declared as successful bidder (H₁) for respective canteen and communication to that shall be made to the respective vendors subject to the approval and as decided by the Dean (SW) MNIT Jaipur.

7. Maintenance Charges / Rent (per month) to be quoted by the bidder shall not be less than the amount as mentioned below :

S.No.	Location of Canteen	Minimum Maintenance Charges / Rent (per month) (in Rs.)
1	Hostel No. 6	20000
2	Hostel No. 4	20000
3	Aurobindo Hostel	30000
4	Gargi Hostel	12000
5	Vinodini Hostel	18000

If rate quoted by Highest bidder (H₁) for any canteen is found less than respective minimum Maintenance Charges / Rent (per month) as mentioned above; the contract will not be awarded for that canteen.

8. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.

9. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.

10. The successful tenderer will have to deposit three months maintenance charge / rent as

Performance Security either by way of Bank Guarantee of scheduled bank in favour of MNIT Mess Council payable at Jaipur as per the prescribed format attached as Annexure -IV or FDR valid for 60 days beyond the expiry period of contract. The firm has to commence the work within 15 days of issue of work order otherwise the contract may be cancelled and EMD will be forfeited.

11. The Dean (SW) MNIT Jaipur reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.

12. The Dean (SW) MNIT Jaipur reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.

13. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.

14. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate put forth by the tenderer shall be summarily rejected.

15. The contractor shall bear the cost, if required, for necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services. He shall assure Hostel Office MNIT Jaipur against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which Hostel Office MNIT Jaipur may be party or involved because of the contractor failure to comply and of the obligation under the relevant act law, which the contractor is to follow.

16. The successful bidder/contractor will be required to enter into an Agreement / Contract in the format as per Annexure – V.

17. The services will be provided to the Hostel Office under Dean (SW) MNIT Jaipur at the fixed rate as per Annexure – II.

18. The services of the canteen will be at the disposal of the students and staff. The users of the canteen shall be paying for the services directly to the tenderer.

19. The canteen will run on all days including Sundays and Holidays.

20. The timings and working days of the canteen will be regulated by the hostel office/mess committee.

21. The contractor will be responsible for maintaining adequate number of persons engaged in cooking distribution of food and disposal of garbage and left over food.

22. The responsibility of maintaining the cleanliness and hygienic condition of the quality of food in the canteen and proper disposal of waste will be of the contractor, at his own cost. In case of violation of this condition, Hostel Office / Mess committee may have the right to impose a fine of Rs. 2,000/- per occasion. However, Hostel Office / Mess committee may recommend higher penalty upto Rs. 10,000/- or the contract may be cancelled by giving a week's notice to vacate the premises.

23. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit, neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
24. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items (FSSAI grade) for tea etc. shall be allowed (not of plastic material).
25. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Hostel Office MNIT Jaipur, during the entire period of the contract. If any damage/loss of equipment/fixtures found, then the same will be recovered from the contractor. The contractor shall take adequate fire precautions.
26. The contractor shall maintain the Hostel premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Hostel Office MNIT Jaipur.
27. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the canteen staff. No additions or alterations of the premises will be made without permission of the Hostel Office MNIT Jaipur. No bathing and washing of clothes etc. will be allowed in the canteen.
28. The contractor and his employees would be governed by the discipline rules as may be laid down by the MNIT / Hostel Office MNIT Jaipur while they are in the Institute premises.
29. Utility Charges per month in the form of Electricity, Water, etc. will be charged from the contractor apart from the Maintenance Charges / Rent (per month) quoted in the Financial Bid. Electricity charges per month shall be paid by contractor to MNIT Jaipur as per actual consumption on the prevailing rates of Jaipur Vidyut Vitran Nigam Limited (JVVNL) or at such higher rates as may be decided by the MNIT Jaipur from time to time. Furthermore, Rs. 500 per month as Water Charges will be charged by the MNIT Jaipur.
30. Quality of food/services provided will be inspected/checked from time to time and if found unsatisfactory, the contract may be cancelled at any time by the Dean (SW) MNIT Jaipur with/ without furnishing any notice. The Hostel Office MNIT Jaipur / Dean (SW) MNIT Jaipur reserves the right to impose a fine, if deemed necessary.
31. The conduct/characters/antecedents and proper behavior of the workers in the canteen shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Hostel Office MNIT Jaipur. All the employees should be police verified.
32. The decision to award the canteen contract will be taken on the basis of prices quoted, feasibility, quality and quantity.
33. The contractor will use only commercial cylinder and ISI marked gas stove for cooking and will have to follow Fire safety norms with complete equipment.
34. Electronic billing machine for token system will be necessary.
35. The tenderer will be provided on monthly maintenance charge for the space and basic infrastructure. Kitchen utensils, Canteen Utensils, Serving plates, Services, Dining & Sitting Furniture like Tables and Chairs, Commercial Gas Cylinders, any other requirement to run canteen including machinery and equipment, etc. will have to be arranged by the tenderer.

36. The tentative timing to run the Canteen will be from 07.00 AM to 02.00 AM. Further, Timing to run canteen may vary as per the recommendations of the Mess Committee / Hostel Office MNIT Jaipur.

37. In Girls Hostel Canteen, it is mandatory for the tenderer to deploy Female Staff only. No male staff shall be deployed by the tenderer in Girls Hostel. Further, it is mandatory for the tenderer to abide by the rules and regulations of the Institute.

38. Quality of materials and preparation: The tenderer shall ensure that:

- (a) Food ingredients, additives and materials must be of best quality available in the market,
- (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis,
- (c) The Tenderer shall take meticulous care to provide clean and quality food in all preparations,
- (d) The food items decided by the Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and

Waste and garbage disposal must be done twice a day on regular basis. If found unsatisfactory the contract may be cancelled at any time by the Dean (SW) / Hostel Office MNIT Jaipur with/ without furnishing any notice. The Dean (SW) / Hostel Office MNIT Jaipur reserves the right to impose a fine, if deemed necessary.

39. The Tenderer shall ensure that either he himself remains present during services to the students or one of his responsible supervisors remains present.

40. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.

41. The Tenderer shall not utilize the premises and facilities of the MNIT Jaipur to cater any other client, other than MNIT Jaipur students, residents, faculties, staff and visitors attending the Institute.

42. The tenderer shall not keep the canteen closed without prior permission from the Hostel Office MNIT Jaipur authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by Hostel Office MNIT Jaipur, as it may deem fit.

43. The tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the canteen services.

44. The tender is liable to exclusion from consideration if:

- a) Any attempt at negotiation direct or indirect on the part of the tenderer with the authority to whom he has submitted the tender
- b) or the authority who is competent finally to accept it after he has submitted his tender
- c) or any endeavor to secure any interest for an actual or prospective tenderer
- d) or to influence by any means the acceptance of a particular tender.

B. LEGAL TERMS AND CONDITIONS

1. **According to section 31(1) of the FSS act, a canteen contractor must have/ attain license from FSSAI (Food Safety and Standards Authority of India) issued on or before last date of tender submission.**
2. **The Tenderer should make sure that his work should be as per the guidelines laid by FSSAI (Food Safety and Standards Authority of India)**

3. It is responsibility of the Tenderer to undergo through the **Food Safety Audit** as conducted by FSSAI from time to time to check compliance with the standards of food safety and hygiene prescribed under Schedule 4 of the Food Safety and Standards (Licensing and Registration of Food Business) Regulation, 2011 in the premises of canteen in various Hostels of MNIT Jaipur.
4. The tenderer (food business operator) should have at least one trained and certified person in their business premises to ensure food safety. He may nominate a person as food safety supervisor and get him/ her trained under the FSSAI FoSTaC programme.
5. The Tenderer and his staff shall abide by various rules and regulations of MNIT Jaipur / Hostel Office MNIT Jaipur as prevalent from time to time.
6. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the Hostel Office MNIT Jaipur, in case the Hostel Office MNIT Jaipur is held liable for the lapse if any, in this regard.
7. The Tenderer shall submit to Hostel Office MNIT Jaipur a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc., and would intimate as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.
8. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the MNIT Jaipur / Hostel Office MNIT Jaipur immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
9. Hostel Office MNIT Jaipur would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of MNIT Jaipur / Hostel Office MNIT Jaipur rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of Hostel Office MNIT Jaipur management in this regard would be final and binding on the Tenderer. In such an event, Dean (SW) / Hostel Office MNIT Jaipur shall have the right to engage any other tenderer to carry out the task.
10. The Tenderer and his staff shall comply with all instructions and directions of the Dean (SW) / Hostel Office MNIT Jaipur authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by the Hostel Office MNIT Jaipur authorities, without waiting for confirmation by the Tenderer.
11. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the MNIT Jaipur / Hostel Office MNIT Jaipur, as and when necessary.
12. The successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of Hostel Office MNIT Jaipur.
13. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of canteen according to **FSSAI (Food Safety and Standards Authority of India)** and other related documents including for complying with any statutory requirements and provisions of applicable laws.

14. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
15. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Dean (SW) MNIT Jaipur, whose decision shall be final and binding on both the parties.

C. Payment Terms:

1. The users of the canteen shall be paying for the services directly to the tenderer.
2. The Maintenance Charges / Rent (per month) of the Canteen will have to be paid by the 5th of every month in advance, in case of holiday, on the next working day, failing which penalty @ Rs. 500/- per day shall be imposed for delayed period subject to maximum of 10% of Contract Value.
3. The successful bidder will have to pay the Maintenance Charges / Rent (per month) of the Canteen every moth irrespective of vacations and holidays. No relaxation in Maintenance Charges / Rent (per month) will be granted on any ground.

D. Qualifying Requirements: -

1. **According to section 31(1) of the FSS act, a canteen contractor must have/ attain license from FSSAI (Food Safety and Standards Authority of India) issued on or before date of issuance of tender.**
2. The bidder should have a minimum annual average turnover of Rs. 50 lakhs per annum during the last three financial years i.e. 2022-23, 2023-24 & 2024-25. Annual average turnover certificates and audited turnover statements duly certified by a chartered accountant along with Profit & Loss Statements are required to be furnished as proofs of the same.
3. At least 3 years' experience of executing similar work like running and maintaining mess / canteen services in Central Government Higher Educational Institutions such as IITs, AIIMS, NITs, NIFTs, NIDs, NFSUs, IAS Academies, NDA, ISRO, IIMs, IISER, NISER, Central University, SAIL, BHEL, NTPC, Power Grid, CIL, GAIL, ONGC, and/or public sector institutions, other reputed industrial houses (with minimum 500 plus students strength). The bidder should submit at least 3 work orders and experience certificate against the same work orders (with satisfactory/good/very good performance mentioned clearly) in the tender document.
4. A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible.
5. Bid should be complete, covering the entire scope of job and should confirm to the General, and Special Conditions indicated in the bid documents. Incomplete and non-confirming bids will be rejected outright.
6. No Joint Venture/ Consortium is allowed to participate in the Tender Process. Tenderer should submit an undertaking on firm's letterhead in this regard.
7. Certificate for registration with income tax, GST, PF, ESI, and any authority applicable for the last three years.

8. **Authority of person signing document:** - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such. If, on enquiry, it appears that the person so, signing had no authority to do so, the Dean (SW) MNIT Jaipur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
9. **Validity:** The quoted rates must be valid for a period of the entire contract (including extensions, if any). The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
10. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
11. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of Dean (SW) / Hostel Office MNIT Jaipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.
12. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by Hostel Office MNIT Jaipur in that event the security deposit shall also stands forfeited.
13. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified Dean (SW) / Hostel Office MNIT Jaipur shall have the power to terminate the contract without any prior notice.
14. The Dean (SW) / Hostel Office MNIT Jaipur, reserves the right to review the performance of the firm every three months or whenever needed, and to terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the competent authority shall be binding on the contract firm. The Dean (SW) / Hostel Office MNIT Jaipur further reserves the right to renew the contract the such period(s) as it may deem necessary, taking into account the satisfactory performance of the firm during the currency of the contract.
15. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the Hostel Office MNIT Jaipur will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Institute, the balance, as may be necessary shall be recovered from the contractual charges due to the contractor's firm. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.
16. The standard of sanitation will always be up to the satisfaction of the authorized representative of Hostel Office MNIT Jaipur or the officer-in charge whose decision in this regard shall be final and binding on the contractor.
17. The contractor shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency in respect of staff deputed by him.

18. The intending tenderers may mention the rates clearly in figures as well as in words in the enclosed format. The tenders not submitted in the specified manner or those found to be incomplete in any respect would be summarily rejected.
19. After due evaluation of the bid(s) Dean (SW) / Hostel Office MNIT Jaipur will award the contract to the highest evaluated responsive tenderer. The successful bidder has to supply the items on the rates as mentioned in the Annexure II.
20. Conditional bid will be treated as unresponsive and it may be rejected.
21. Applicable Law:
- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
 - The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jaipur. The decision of the Arbitrator shall be final and binding on both the parties.
22. Hygiene & Other Standards for the staff provided by the Contractor:
- The contractor shall be responsible for behavior and conduct of his workers. The contractor shall engage no worker with doubtful integrity of having bad record.
 - The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with nameplate & badges.
 - The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
 - Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate every six months shall be provided starting from the date of start of work.
 - The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
23. Right of the Hostel Office MNIT Jaipur: -
Dean (SW) / Hostel Office MNIT Jaipur reserves the right to suitably increase/reduce the scope of work put to this Tender. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract Document, interpretation of the Clauses by the Hostel Office MNIT Jaipur shall be final and binding on all Parties.
24. Force Majeure: -
- (i) Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of Dean (SW) / Hostel Office MNIT Jaipur or Successful vendor.
- (ii) If because of any strike or lockout either in MNIT Jaipur or in the Local area, the Successful vendor is unable to function or his business is affected, Hostel Office MNIT Jaipur shall not be liable for any loss, which the Successful vendor may suffer in such an event.

Dean (SW)
MNIT Jaipur

Annexure-I
Details of the Bidder

1	Name and address of the Registered office of the agency/ firm	
2	Name of the owner(s) Partners (Attach Bio-data of all Partners)	
	Telephone no.	
	Residence	
	Office	
	Mobile	
3	List of Organizations/office, where firm is presently providing cleaning services (Mention)	
4	Details of EMD No. Date, Amount, and Bank name	
5	Whether the firm/ agency is registered, attached copy of the certificate of registration	
6	GST Number	
7	PAN	
8	Food Licence (FSSAI)	
9	Details of the Similar work which have done by the contractor or in under process (please attach proof)	
10	Please attach copies of the audited balance sheets/ Profit & Loss accounts for F.Y 2022-23, 2023-24 & 2024-25.	

Name:-
Address:-
Phone No:-
Email:-
Seal:-
Place:-
Date :-

Annexure-II**List of items**

(To be submitted on the letterhead of the company / firm)

S.NO.	ITEM DESCRIPTION	UNIT	RATES IN RS (IN FIGURES)
SANDWICH			
1.	AALU BHUJIYA SANDWICH	2 PCS	25
2.	AALU SANDWICH	2 PCS	20
3.	VEG SANDWICH	2 PCS	30
4.	CONTINENETAL SANDWICH	2 PCS	40
5.	VEG CHEESE SANDWICH	2 PCS	35
6.	PANEER SANDWICH	2 PCS	35
7.	PANEER GRILL SANDWICH	2 PCS	40
8.	BREAD BUTTER SANDWICH	2 PCS	20
9.	BREAD JAM BUTTER	2 PCS	20
10.	NUTRELLA SANDWICH	2 PCS	40
11.	PEANUT BUTTER SANDWICH	2 PCS	35
MAGGI			
12.	PLAIN MAGGI	250 GRAM	20
13.	VEGETABLE MAGGI	250 GRAM	30
14.	CHEESE MAGGI	250 GRAM	35
15.	BUTTER MASALA MAGGI	250 GRAM	35
SOUTH INDIAN			
16.	IDLI SAMBHAR	2 PCS	25
17.	FRIED IDLI	2 PCS 100 GRAM	30
18.	SAMBHAR VADA	2 PCS	30
19.	DOSA PLAIN	1 PLATE	35
20.	CHEESE DOSA	1 PLATE	50
21.	MASALA DOSA	1 PLATE	40
22.	PANEER DOSA	1 PLATE	45
23.	UPMA	250 GRAM	30
24.	UTTAPAM	5 inches diameter	35
25.	KHAMAN	100 GRAM	25
CHINESE			
26.	VEG MANCHURIAN	6 PCS 250 GRAM	60
27.	VEG CHOWMEIN	250 GRAM	40
28.	HAKKA NOODLES	250 GRAM	45
29.	SCHEZWAN NOODLES	250 GRAM	60
30.	CHILLI PANEER	250 GRAM	80
31.	HONEY CHILLI POTATO	250 GRAM	60
32.	DRAGON POTATO	250 GRAM	80
33.	CORNS FRITTERS / AMERICAN	250 GRAM	80
CONTINENTAL			
34.	FRENCH TOAST	4 PCS	30
35.	FRENCH FRIES	1PLATE 100 GRAM	30
36.	VEG NUGGETS	3 PCS	30
37.	VEG HOT DOG	1 PC	45
38.	BURGER	1 PC	40
39.	CHEESE BURGER	1 PC	50
40.	VEG PIZZA	1 PC, 8 inches diameter	60
41.	CHEESE PIZZA	1 PC, 8 inches diameter	70
42.	MUSHROOM PIZZA	1 PC, 8 inches diameter	80
43.	ONION, TOMATO & CORN PIZZA	1 PC, 8 inches diameter	70
44.	MACARONI	250 GRAM	40
45.	WHITE PASTA	250 GRAM	50
46.	RED PASTA	250 GRAM	45
47.	MIXED PASTA	250 GRAM	45
INDIAN SNACKS			
48.	BUN MAKKHAN	1 PC	20
49.	POHA	1 PLATE 100 GRAM	20
50.	POHA BHUJIYA PYAJ	1 PLATE 100 GRAM	25
51.	CHANA PAPDI CHAT	1 PLATE 100 GRAM	25

52.	SPROUT BEANS	1 PLATE 100 GRAM	25
53.	KHAMAN DHOKLA	3 PCS 100 GRAM	30
54.	VADA PAV	1 PLATE 100 GRAM	25
55.	CHHOLA KULCHA	2 PCS 200 GRAM	45
56.	CHHOLA BHATURA	2 PCS 200 GRAM	40
57.	EXTRA BHATURA	1 PCS 100 GRAM	20
58.	AALU TIKIYA	2 PCS 150 GRAM	35
59.	DAHI VADA	2 PCS 150 GRAM	25
60.	HARA BHARA KABAB	6 PCS 120 GRAM	55
61.	KADI KACHORI	1 PC 100 GRAM	30
62.	DAHI KACHORI	1 PC 100 GRAM	25
63.	BHEL PURI	1 PLATE 100 GRAM	25
64.	OATS	1 PLATE 150 GRAM	30
65.	DAL PAKODA	100 GRAM	25
66.	MIRCHI PYAJ PAKODA	100 GRAM	20
67.	PANEER PAKODA	6 PCS 100 GRAM	35
68.	FRUIT SALAD	150 GRAM	30
69.	SAMOSA	1 PC 150 GRAM	12
70.	PANEER SAMOSA	1 PC 150 GRAM	15
71.	DAL KACHORI	1 PC 150 GRAM	12
72.	PYAZ KACHORI	1 PC 200 GRAM	20
73.	MIRCHI BADA	1 PC 150 GRAM	12
74.	ALOO KOFTA	1 PC 150 GRAM	12
75.	BREAD PAKODA	1 PC 200 GRAM	15
ROLLS			
76.	VEG ROLL	6 inches length	50
77.	VEG SPRING ROLL	6 inches length	60
78.	PANEER ROLL	6 inches length	60
79.	CREAM ROLL	6 inches length	25
PARANTHA			
80.	AALU PARANTHA	7inches diameter	20
81.	PANEER PARANTHA	7inches diameter	40
82.	BHUJIYA PRANTHA	7inches diameter	25
83.	PYAJ PARANTHA	7inches diameter	25
84.	GOBHI PRANTHA	7inches diameter	25
85.	CHEESE PARANTHA	7inches diameter	35
86.	MEETHA PARANTHA	7inches diameter	20
87.	PLAIN PARANTHA	7inches diameter	15
88.	MASALA PARANTHA	7inches diameter	15
89.	AALU BHUJIYA PARANTHA	7inches diameter	25
90.	LACCHA PARANTHA	7inches diameter	25
91.	TANDOORI PARANTHA	7inches diameter	25
92.	PANEER TANDOORI PARATHA	7inches diameter	30
INDIAN MAIN COURSE			
93.	RAJMA CHAWAL	250 GRAM	45
94.	DAL CHAWAL	250 GRAM	45
95.	CHHOLA CHAWAL	250 GRAM	45
96.	VEG PULAV	250 GRAM	35
97.	KABULI CHANNA	250 GRAM	35
98.	FRIED RICE	250 GRAM	40
99.	JEERA RICE	250 GRAM	30
100.	PLAIN RICE	200 GRAM	20
101.	DAL FRY	200 GRAM	35
102.	BUTTER DAL FRY	200 GRAM	45
103.	DAL BHARWANI	200 GRAM	40
104.	PANEER SABJI	200 GRAM	45
105.	BHINDI MASALA	200 GRAM	35
106.	GATTA	200 GRAM	35
107.	KADHI PAKODA	200 GRAM	35
108.	DUM AALU	200 GRAM	40
109.	MALAI KOFTA	200 GRAM	45
110.	SOYA BEAN	200 GRAM	40

111.	AALU MATAR	200 GRAM	30
112.	AALU METHI	200 GRAM	30
113.	MIX VEG	200 GRAM	30
114.	SEV TAMATAR	200 GRAM	30
115.	MATAR MUSHROOM	200 GRAM	45
116.	GOBHI MATAR	200 GRAM	30
117.	DAL BHATI	5 PCS, 200 GRAM	45
118.	TAMATAR SALAD	200 GRAM	20
119.	KHEER	200 GRAM	40
120.	KOFTA	2 PCS, 250 GRAM	40
121.	PLAIN ROTI	1 PC, 6 inches diameter	7
122.	BUTTER ROTI	1 PC, 6 inches diameter	10
123.	TANDOORI ROTI	1 PC, 7 inches diameter	12
124.	TANDOORI BUTTER ROTI	1 PC, 7 inches diameter	15
125.	PLAIN NAAN	1 PC, 6 inches diameter	20
126.	BUTTER NAAN	1 PC, 6 inches diameter	25
127.	GARLIC NAAN	1 PC, 6 inches diameter	25
128.	Veg. thali (4 Chapati, Dal, Sabzi, Rice, Curd & Achaar/ salad)	Dal, Sabzi, Rice, Curd -100 gm, Achaar/ salad -20 gm, 4 Chapati	80
129.	Veg. thali (4 Chapati, Dal, Sabzi, Curd, Paneer & Achaar/ salad)	Dal, Sabzi, Rice, Curd, Paneer sabzi -100 gm, Achaar / salad - 20 gm, 4 Chapati	100
SHAKES			
130.	BANANA SHAKE	200 ML	35
131.	MANGO SHAKE	200 ML	35
132.	STRAWBERRY SHAKE	200 ML	35
133.	PINEAPPLE SHAKE	200 ML	35
134.	VANILLA SHAKE	200 ML	35
135.	LYCHEE SHAKE	200 ML	35
136.	PAPITA SHAKE	200 ML	35
BEVERAGES			
137.	TEA	50 ML	5
138.	TEA	100 ML	10
139.	COFFEE	100 ML	15
140.	MILK	200 ML	20
141.	COMPLAN MILK	200 ML	25
142.	NIMBU PANI	200 ML	15
143.	COLD COFFEE	200 ML	30
EGG ITEMS			
144.	EGG SANDWICH	2 PCS	35
145.	EGG MAGGI	250 GRAM	35
146.	EGG CHOWMEIN	250 GRAM	60
147.	EGG ROLL	6 inches length	55
148.	HALF FRIED OMELETTE	2 PCS	20
149.	FULL FRIED OMELETTE	2 PCS	25
150.	PLAIN OMELETTE	2 PCS	25
151.	BUTTER OMELETTE	2 PCS	30
152.	MASALA OMELETTE	2 PCS	30
153.	BREAD OMELETTE	2 PCS	35
154.	EGG PARANTHA	7 inches diameter	30
155.	EGG CURRY	3 PCS, 300 GRAM	50
OTHERS			
156.	Fresh Juice Packed		MRP
157.	Chocolates		
158.	Cold Drinks (all brands & sizes available in the market)		
159.	Ice Cream (Amul, Vadilal, Havmor)		
160.	Biscuits & other packed foods		
161.	Mineral Water (Bisleri, Aquafina, Kinley)		
162.	Packed Dahi (Saras, Amul)		
163.	Packed Chach (Saras, Amul)		

Note: Non-Vegetarian food (except egg items) is not permitted to be cooked and served in the canteen.

Brands of consumables permissible in Canteen of various Hostels of MNIT

<u>Jaipur Item</u>	<u>Brand</u>
1. Salt	Tata/ Annapurna/ Catch/ Saffola/ Nature fresh
2. Spices	M.D.H. Masala/ Badshah/ Everest
3. Ketchup	Maggi/ Kissan/ tops
4. Oil	Sunflower/ Sundrop/ Saffola/ Fortune/ Natural (Use of Hydrogenated (vanaspati) oil is prohibited)
5. Pickle	Mother's recipe/ Priya/ MTR
6. Atta	Ashirvad/ Pillsbury/ Annapurna/ Shakti bhog
7. Rice	Dawat/ Lal quila/ kophinoor/ india gate
8. Instant Noodles	Top Ramen/ Maggi
9. Flavoured fruit drinks	Real/ Amul/ minute maid/ Tropicana
10. Papad	Lijjat/Bhikaji/Oswal
11. Butter	Amul, Britannia/ Mother Dairy/ Saras
12. Bread	Modern/ Kwaliti/ Figo/ Suncity/ Britannia,
13. Cornflakes	Kellog's/ Bagrry's/ Kwaliti
14. Jam	Kissan/ Maggi/ Tops
15. Ghee	Amul/ Mother Dairy/ Milk food/ Saras
16. Milk	Saras/ Amul/ Mother Dairy (Without Water)
17. Paneer	Amul/ Saras
18. Tea	Brook bond/ Lipton/ Tata/ Taaza/ Taj Mahal
19. Coffee	Nescafe/ Bru instant
20. Ice Cream	Amul/ Mother Dairy/ Kwaliti/ Havmor

The canteen operator may use any other standard/ FPO approved brands only if permitted by the Hostel Office / Mess Committee MNIT Jaipur.

ANNEXURE - III
FINANCIAL BID
(Financial Bid as per BOQ)

Financial Bid must be submitted as per BOQ format and instructions given in Tender Document.

Note:

1. Rates is to be quoted for Each Canteen separately (exclusive of GST), not for all the canteens collectively. The rates quoted (in the form of Maintenance Charges / Rent per month) will be scrutinized against each location of canteen, the bidder with highest rate quoted against each canteen will be declared H₁ for that canteen.
2. There may be separate H₁ against separate Location of Canteen depending upon the highest rate quoted against the location of canteen.
3. In case of same H₁ price for a particular canteen / canteens, the award of contract will be issued to the bidder who have maximum total turnover in past three years (as per clause D2) of the above mentioned terms and conditions.
4. Rates to be quoted in INR only and in Round Off only (no decimal points should be quoted).
5. GST will be applicable as per norms.

Place:

Date:

Name:

Designation:

Contact:

E-Mail ID:

Office Address:

Annexure - IV
Proforma of Performance Bank Guarantee

- 1 In consideration of the Dean (SW), MNIT, Jaipur (hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between MNIT Mess Council (on behalf of Dean SW) and (Hereinafter called "the said contractor(s) for the work of Contract Canteen (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs... only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.
- 2 We..... (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank).
- 3 We do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the MNIT Mess Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs. (Rupees...)
- 4 We, the said Bank, further undertake to pay to the MNIT Mess Council any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
- 5 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the MNIT Mess Council under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Dean (SW), MNIT Jaipur on behalf of the MNIT Mess Council, certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We... further agree with the MNIT Mess Council that the MNIT Mess Council (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MNIT Mess Council against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the MNIT Mess Council or any indulgence by the MNIT Mess Council to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7 Welastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the MNIT Mess Council in writing.
- 8 This guarantee shall be valid up to unless extended on demand by the MNIT Mess Council. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees. Only), and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the day of for
 (Indicate the name of the Bank)

Annexure – V
Contract Form

(To be made on Rs 500.00 Non Judicial Stamp/E Stamp Paper)

AGREEMENT

This agreement is made on the ___ day of _____ 2025, between **Dean (SW) MNIT Jaipur** (hereinafter called “Client” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

Second Part

M/s _____, having its registered office at _____ (hereinafter called the “The Contractor” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the

Second Part.

WHEREAS the ‘Client’ is desirous to engage the ‘The Contractor’ for providing Canteen Services at Hostels (Name of Hostel) of MNIT Jaipur on the terms and conditions stated below:

1. **Period of Contract:** The contract period shall commence on the date of Commencement of canteen services and shall remain for 1 year. The period is further extendable for a maximum period of 1 year on the same terms and conditions and the rates at which the contract is awarded and will be valid throughout the contract.
2. The Contractor should make sure that his work (Manpower, Space etc.) should be as per the guidelines laid by FSSAI (Food Safety and Standards Authority of India).
3. In case the Contractor declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
4. A formal contract shall be entered into with the successful Contractor. In this contract, the successful Contractor shall be defined as contractor.
5. The successful Contractor will have to deposit the Bank Guarantee and commence the work within **15 days of issue of work order** otherwise the contract may be cancelled and EMD will be forfeited.
6. The contractor shall bear the cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to Dean (SW) MNIT Jaipur and shall indemnify Dean (SW) MNIT Jaipur against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which Dean (SW) MNIT Jaipur may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
7. The food service will run on all days including Sundays and Holidays.
8. The contractor will be responsible for maintaining adequate number of persons engaged in cooking/distribution of food.
9. **Patient Dietary –Food Preparation, packaging and transportation**
 - a) The contractor ensures, the menu cycles and formulation are reviewed with concerned Dietician and after the preview the Dietician will confirm that the menu deliver nutritional requirements sufficient to meet the needs of all patients or not, it will be responsibility of the contractor to follow the Dietician’s observation and accordingly prepare the In-Patient diet.
 - b) It will be responsibility of the contractor to follow the day to day advice / instruction of the concerned dietician/ authorized in-charge person for appropriate diet plan/menu as per patient’s requirement.
 - c) The Contractor shall be solely and wholly responsible for the procurement of all articles of food and provisions which required in the patient dietary services at his own cost. The Contractor shall bear complete financial responsibility for all purchases and financial commitments he may enter in to for fulfilling the contract.
 - d) The contractor shall responsible and ensure the raw material being used in the preparation of Patients dietary as per quality /brand/specification as mentioned. It will be responsibility of the contractor to procure, all non-perishable/perishable food items directly from the company or reliable source.
 - e) It will be responsibility of the contractor that, all the raw fresh Vegetables /Fruits supplied by supplier should be thoroughly cleaned in the vegetable washer prior to storage in cold room and potatoes should be fully peeled before cooking.
 - f) It will be responsibility on the contractor to maintain overall Hygiene, cleanliness of, kitchen, surrounding and contamination-free, hygienic clean, fresh, nutritious, and palatable food has to be served to the In-Patients.

- g) **NON-VEGETARIAN FOOD UTENSILS:** Contractor shall ensure, cooking vessels and other utensils used for preparing non-vegetarian food are not used for cooking and serving vegetarian food and, has segregated cooking and utensils etc. for vegetarian and non-Vegetarian food preparation.
- h) The contractor shall employ adequate number of well trained, experienced, qualified and Medical fit staff for patient's dietary services.
- i) All Production / Service staff engaged during the duty Hours in various kitchen should wear the Cap, Mask, Gloves, Uniform, proper shoes and maintain personal hygiene standard.
- j) The Supplier shall maintain utmost hygiene standards with regards to the food items, utensils for cooking and serving as well as in respect of personnel cooking and serving food to the satisfaction of the Institute and as mandated in the relevant Law (FASSI 2006 Act).
- k) It is mandatory for the successful bidder to comply with the Standard Operating Procedures in day to day operation and ensure to implement the Safety Food Management -Systematic approach to controlling food safety hazards
- l) Good Hygienic Practices,
- m) Hazard Analysis Critical Control Point (HACCP), and
- n) 3Q i.e. Quality Control, Quality Assurance, Quality System
- 10. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
- 11. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed in the Hostels/Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found, then the same will be recovered from the contractor.
- 12. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.
- 13. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
- 14. Quality of food/services provided will be inspected/checked periodically from time to time by duly appointed committee and if found unsatisfactory the contract may be cancelled at any time by the Dean (SW) MNIT Jaipur with/ without furnishing any notice. The Dean (SW) MNIT Jaipur reserves the right to impose a fine, if deemed necessary.
- 15. The conduct/characters/antecedents and proper bonafide of the workers in the canteen services shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Hostel Office MNIT Jaipur. All the employees should be police verified.
- 16. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking. He shall maintain suitable fire-safety equipment at the kitchen site and obtain necessary Fire Licence required for the operation of LPG ovens at his kitchen-site.
- 17. Police verification and worker's identity cards will be compulsory before taking the charge of canteen services. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
- 18. As regards quality of materials and preparation, the Contractor shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market, (b) Vegetables, bread, fruits, eggs and other such perishable items should be purchased fresh from the market on daily basis, (c) the Contractor shall take meticulous care to provide clean and quality food in all preparations, (d) the menu/list of items mentioned in the tender document should be invariably followed. The Hostel Office MNIT Jaipur / Dean (SW) MNIT Jaipur shall have free access to inspect the kitchen /dietary service area at any time on any working day.
- 19. The Contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
- 20. The Contractor shall not utilize the premises and facilities of the Institute to cater any other client.

21. The Contractor shall not keep the premises of canteen services closed without prior permission from the Dean (SW) MNIT Jaipur. Also during unexpected circumstance like strike, pandemics, lockdowns etc, canteen services should be continued by the contractor thereby making alternative arrangements if required and ensuring proper and timely arrangement of food for patients. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by Dean (SW) MNIT Jaipur, as it may deem fit.
22. The contractor shall supply to his workers all gadgets/items required for safety purposes, such as masks, gloves, caps etc. It is also desired that he maintains a FIRST AID BOX in the premises in case of accidents/emergency.
23. The Contractor and his staff shall abide by various rules and regulations of MNIT Jaipur as prevalent from time to time.
24. The Contractor shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Contractor in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Contractor would be fully responsible and would indemnify the Institute, in case the Institute / Dean (SW) MNIT Jaipur is held liable for the lapse if any, in this regard.
25. The Contractor shall submit to Hostel Office MNIT Jaipur a list of all workers engaged to carry out the canteen services work, indicating name, age, home address, qualifications etc. and would also intimate as and when any change takes place. The Contractor shall not at any time engage any minor to carry out the work under the contract. No unhealthy workers should be allowed to prepare and serve foods. Appropriate measures for the health and safety of the staff engaged in the patients' dietary services should be undertaken by the vendor on regular basis in accordance with the guidelines of FSSAI.
26. The Contractor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute/ Dean (SW) MNIT Jaipur immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
27. Dean (SW) MNIT Jaipur would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Contractor or his staff. The decision of Dean (SW) MNIT Jaipur in this regard would be final and binding on the Contractor. In such an event, Dean (SW) MNIT Jaipur shall have the right to engage any other Contractor to carry out the task.
28. The Contractor and his staff shall comply with all instructions and directions of the MNIT Jaipur authorities given from time to time. In the event of any emergent situation, the staff of the Contractor shall comply with instructions given by the MNIT Jaipur authorities / Dean (SW) MNIT Jaipur, without waiting for confirmation by the Contractor.
29. The Contractor shall maintain utmost hygiene standards with regards to the food items, utensils for cooking and serving as well as in respect of personnel engaged in cooking and serving food to the satisfaction of Dean (SW) MNIT Jaipur and as mandated in the relevant Law (Food & Adulteration Act).
30. All the workers engaged by the Contractor for carrying out tasks under this contract, shall be deemed to be the employees of the Contractor only. The Contractor shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The Contractor shall also provide its Workers photo-identity cards which shall be checked by the Institute / Hostel Office under Dean (SW) MNIT Jaipur, as and when necessary.
31. The successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer.
32. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of canteen services and other related documents including for complying with any statutory requirements and provisions of applicable laws.
33. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
34. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.

35. Hygiene & Other Standards for the staff provided by the Contractor:

- The contractor shall be responsible for behaviour and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
 - The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with name plate & badges.
 - The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
 - Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate of every employee shall be provided from the date of start of work.
 - The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
36. The contractor shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable.
37. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
38. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jaipur, Rajasthan, India only.
39. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jaipur. The decision of the Arbitrator shall be final and binding on both the parties.

THIS AGREEMENT will take effect from ____ day of _____ 2025 and shall be valid for 01 year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Jaipur in the presence of the witness:

Signature of the authorized Official
Name of the Official

Signature of the authorized Official
Name of the Official

Stamp / Seal of the 'The Contractor'
SIGNED, SEALED AND DELIVERED

By the said
.....

By the said
.....

On behalf of the Contractor
in presence of

On behalf of the Dean (SW) MNIT Jaipur
in presence of

Witness.....
Name.....
Address.....

Witness.....
Name.....
Address.....