**MESS TENDER FOR GIRLS HOSTEL**

 AT MATRUSRI DAVALBEN DURLABHBHAI PATEL GIRLS HOSTEL,

BITS Edu Campus, N.H.# 8, Varnama,

Vadodara 391 240 for the Year **2018-19**

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| Tender fees Non refundableRs.5000/- (DD/Pay Order of Nationalized Bank only) | DD/Pay Order No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Rs. 5000/-(Rs. Rupees Five thousand only) Non refundable drawn on H.D.F.C.Bank,Manjalpur, Vadodara in favour of Matrusri Davalben Durlabhbhai Patel Girls Hostel, c/o BITS Edu Campus, N.H.# 8, Varnama, Vadodara 391 240, Payable at Vadodara. |

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| **AGENCY / FIRM / COMPANY PROFILE** |
| Sr. | Required Information | Description |
| 1 | Name of the Agency / Firm / Company |  |
| 2  | Address of the Agency / Firm / Company |  |
| 3 | Legal Status (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.) |  |
| 4 | Name, Designation and Telephone Nos. /Mob No.Of the Proprietors / Owner/DirectorsFax No:Mail ID: |  |
| 5 | Month and Year of Commencement of Business. |  |
| 6 | Statutory Details (Photocopies to be Attached) :1. Registration No of the Firm:

(as per Shop & Establishment Act)1. PAN No:
2. GST Registration No.:
3. P.F. Registration No:
4. Food and Drugs License No:
5. ESI
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| (Attested Photocopy of all the above documents should be attached) |
| 7 | Man Power Resource Available |  |

8. List of the present and the past clients in the following format. Please attach Client’s Certificate / Work Order etc clearly giving period of Contract.

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| Sr.No. | Name of theOrganizationWith completePostal address | Name andDesignation ofThe ContactPerson with Tel/Mob No(s)Email ID | Period forWhich theContractis / wasawarded | Payment received for the yearsPlease submit documentaryEvidence i.e. extract of P&L A/c, B/s. and I.T. Return |
| 2015-16 | 2016-17 | 2017-18 |
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 Signature of the Tenderer

 With Stamp

Date:

|  |  |  |
| --- | --- | --- |
| S.N. | Details | Amount Rs. |
| 123 | BreakfastLunchDinnerFor 1 day/1 month/ 1 year per student for160 students |  |

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**TENDER FOR CATERING SERVICES**

**INTRODUCTION:**

 Matrusri Davalben Durlabhbhai Patel Girls Hostel exists besides the BITS Edu Campus, N.H.#8, Varnama, Vadodara – 391 240 managed by Shree Krishna Educational and Charitable Trust, Vadodara. The Hostel offers the residential facility to the girl students of the Babaria Institute of Technology, Babaria Institute of Pharmacy, BITS Institute of Physiotherapy and proposed Krishna Ayurved Medical College of the BITS Edu Campus. This tender is intended for the pure veg. catering services for the 160 students of the hostel and authorized visitors in BITS Edu Campus located at N.H.#8, Varnama, Vadodara 391 240.

 The term “Institutes” shall mean the BABARIA INSTITUTE OF TECHNOLOGY, BABARIA INSTITUTE OF PHARMACY, BITS INSTITUTE OF PHYSIOTHERAPY and proposed KRISHNA AYURVED MEDICAL COLLEGE, “PRINCIPAL” shall mean the PRINCIPAL of the BABARIA INSTITUTE OF TECHNOLOGY / BABARIA INSTITUTE OF PHARMACY / BITS INSTITUTE OF PHYSIOTHERAPY/ proposed KRISHNA AYURVED MEDICAL COLLEGE and “CONTRACTOR” shall mean the person whom this contract is awarded by BABARIA INSTITUTE OF TECHNOLOGY /BABARIA INSTITUTE OF PHARMACY /BITS INSTITUTE OF PHYSIOTHERAPY / proposed KRISHNA AYURVED MEDICAL COLLEGE to offer his services at the terms and conditions mentioned hereafter.

The day to day working of the Matrusri Davalben Durlabhbhai Patel Girls Hostel will be observed by a Committee consisting of the PRINCIPALS of the BABARIA INSTITUTE OF TECHNOLOGY / BABARIA INSTITUTE OF PHARMACY / BITS INSTITUTE OF PHYSIOTHERAPY / and proposed KRISHNA AYURVED MEDICAL COLLEGE.

**SCOPE:**

The Contractor is required to supply morning breakfast with tea/coffee, afternoon lunch and evening Dinner as per the menu decided by the Rector and the committee of the Students to nearly 160 students of Matrusri Davalben Durlabhbhai Patel Girls Hostel, BITS Edu Campus. In addition to the hostelries of Matrusri Davalben Durlabhbhai Patel Girls Hostel, the Caterer will also cater to the needs of the authorized visitors to the Institutes for official work as well as to the participants in academic, technical, educational, cultural and social programs organized by the Institutes from time to time through out the contract period. Tea, coffee, cold drinks, snacks and lunch shall also be supplied for the meetings, conferences, seminars and/or visits, whenever and wherever required in the premises.

 **TERMS & CONDITIONS:**

1. (a) **Rent** Rs. 15000/- (Rs. Fifteen Thousand only) per month.

(b) **Security Deposit:** Rs. 2,50,000/-(Rs. Two lacs Fifty Thousand only) for the contract period.

(c) **Electricity:** The CONTRACTOR shall pay electricity charges during the contract period as the separate meter is installed by the Institutes.

1. The Institute are the sole absolute lawful owner of and is seized and possessed of the immovable property known as Mess at Matrusri Davalben Durlabhbhai Patel Girls Hostel, BITS Edu Campus, N.H.#8, Varnama, Vadodara – 391 240. The Institutes are the sole owner of and is well and sufficiently entitled to the Mess and no other person has any right, title or interest therein. Annexure – I.
2. The Institutes have all the necessary permissions and approvals from the applicable / concerned governmental, municipal and other authorities for allowing commercial use of the Matrusri Davalben Durlabhbhai Patel Girls Hostel by the CONTRACTOR for carrying out legal business abiding by the laws of the land.
3. The Contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 ( hereinafter referred as the Contractor Labour Act ) and all other requisite licenses including the license from the Food and Drug Authorities in the State of Gujarat at his own cost from the appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Contractor. The Contractor shall be fully responsible for any compensation etc. in case of any injury / casualty or mishap to any employees of the Matrusri Davalben Durlabhbhai Patel Girls Hostel during the working hours.
4. On receipt of a request from CONTRACTOR, the Institutes will provide and execute such documents as may be required for applying and obtaining necessary permissions and licenses from local and Government authorities to run the business.
5. The CONTRACTOR at its own cost and charges is entitled to carry out all renovations, refurbishing and interior work in the Cafeteria. The CONTRACTOR shall be free to install any electrical devices, furniture, partition, false ceiling etc. at their own cost as may be required to run the business and shall be entitled to remove only movable devices, furniture and partition at the time of handling over the possession to the Institute. At the time of removal condition of walls/by sidings/ flooring in proper condition as at time of taking the contract.
6. The Company have paid all taxes, assessments and other outgoings payable in respect of Cafeteria up to the date and has also complied with all laws, rules and regulations.
7. The Institutes will provide on own cost one **water** connection with R. O. Plant, Water Tank - 5, Chillers Plant, Standard Drainage, Electricity Points, Tube Lights -5, Led Lamps -52, P.L. Lamps - 4, Fans - 17, Exhaust Fans - 3, LED T.V. 4 Sets, CCTV Cameras - 8, 13 Plug point of 5 Amps 1D, 27 points of 15 Amp 1D, etc. in working conditions. The Contractor will have to maintain them further during the period of contract.
8. The CONTRACTOR will have to provide sufficient sitting arrangement for students.
9. The Contractor will have to make arrangement for cleanliness of hostel Mess and its surroundings to the satisfaction of the Institutes. The CONTRACTOR shall also be responsible for the safe and hygienic disposal of the hostel Mess waste outside the Mess as well as BITS Edu Campus.
10. The CONTRACTOR shall arrange for items i.e. crockery, utensils, boilers, juice machines, cooking gas cylinders, cooking stoves etc and items of similar nature good quality as approved by the Institutes at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of hostel Mess.
11. The CONTRACTOR will have to provide employees in proper uniforms for service in the Mess and also for the service in the Institutes as and when required and necessary.
12. The Institutes have the right and privilege to supervise the food and beverages served in the hostel Mess. The Institutes can inspect the hostel Mess anytime during the course of contract.
13. No student should be allowed in the Mess during class hours, if found the Contractor will be penalized. The Students should be allowed for lunch only as per the respective recess between 12:00noon to 3:00pm.
14. The Contractor and its employees and authorized agents / guests will have the right to use the common area such as entrance, parking area etc.
15. The Mess shall be used for pure veg. food & snacks purpose only.
16. The Mess shall be pure Vegetarian and any kind of non vegetarian item even egg items are strictly not allowed inside the hostel Mess.
17. The CONTRACTOR will not do any illegal or unlawful activity in the hostel Mess.
18. The CONTRACTOR will not store any items in the hostel Mess which is forbidden by law.
19. Only commercial LPG is to be used in the Boys hostel Mess for cooking which is to be arranged by the Contractor including gas cylinders.
20. Tea/Coffee should be provided from hostel Mess (if asked for) before and after the lunch, at the time of seminars, conferences any other academic, educational or social event or program conducted by the Institute.
21. The Contractor shall employ only such persons as are declare medically fit as certified by the Government Hospital in Vadodara. No such employee shall be under the age of 18 years. Documentary evidence will be provided by the CONTRACTOR. The contractor will also submit the police verification of the employees employed by him for the Girls Hostel within fifteen days of the contract. In case of any new appointment the contractor will have to submit the police verification of the employees.
22. 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 cooking.
23. The CONTRACTOR shall be held responsible for treatment and compensation due to food poisoning.
24. Materials used for cooking purpose Ghee, Edible Oils, Milk, Buttermilk, tea, coffee, spices; food stuff, vegetables etc should be of good quality only. The Institute reserves the right to inspect the materials at any time.

1. The CONTRACTOR will take all the necessary precautions against fire hazards and comply with rules and regulations as laid down by the concerned local authorities and up to the satisfaction of the Institutes.
2. The CONTRACTOR will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the Mess. The Contractor will have to pay the minimum wages as per Labour rules prevailing in the State of Gujarat and Government Notifications issued from time to time in this regards. EPF and Bonus etc. to be deposited as per Employees Provident Fund Act. And Bonus Act amended from time to time.
3. The CONTRACTOR will have to produce the copy of challan of the employee’s provident fund to the Institutes on monthly basis, failure to which will be considered as indiscipline and will lead to the termination of the contract after the show cause notice.
4. The Institutes 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 the Contractor. 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.
5. The Contractor shall not entertain any orders or supply eatables outside BITS Edu Campus.
6. The contract will be for **twelve months i.e. 01.07.2018 to 30.06.2019** and if it is not renewed in advance will be considered completed. The agreement may be renewed by the Institutes on such terms and Conditions as may mutually be agreed upon between the parties. The Institutes reserves the right to repudiate the contract at any time after giving one month’s notice, if the Institutes is not satisfied with the working of the said Contractor. The decision of the Institutes in this regard shall be final will be binding to the Contractor. The Contractor, if he so desires, may seek months termination of the contract by giving written notice of not less than three months duration during the agreement period failure to which the security deposit will be forfeited.
7. The CONTRACTOR will, at all times, ensure discipline, decent and courteous behaviour by his employees while they remain in premises of Matrusri Davalben Durlabhbhai Patel Girls Hostel and BITS Edu Campus. In case any of his employees indulge in any act of indiscipline, misbehaviour or slogan shouting or indulges in violent act(s) or abets others in doing so and it is premises immediately on receipt of written communication from the authorities will be duly acknowledged by the Contractor.
8. Under exceptional circumstances the Institutes reserve the right to change any term and condition as and when warranted.
9. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision unanimously taken by all Principals / Directors / Authorised persons will be final and binding.
10. The CONTRACTOR is required to execute an agreement in this behalf in case the contract is awarded.
11. The CONTRACTOR will have to deposit Rs. 2,50,000/- (Rs. Two lac Fifty Thousand only) as a Security in the form of DD drawn in favour of Matrusri Davalben Durlabhbhai Patel Girls Hostel. No interest will be paid on this amount. The same will be refunded when the contract is over and hostel Mess premises is handed over the Institute and all dues from the Contractor have been settled.
12. The Contractor will have to get the Mess coloured once during the contract period. All of the breakage will be updated by the Contractor at the end of the contract period. If the contractor is not doing so the Institute will get it done and the expenses occurred shall be deducted from the security deposit.
13. The CONTRACTOR will not further sub-contract the contract to any other party. In case the Contractor is found having sub-contracted this contract, the contract will be terminated immediately without any notice and security deposit will be forfeited.
14. Upon expiry of the contract period, the said term shall be renewed and extended by mutual consent with the same or modified terms & conditions mentioned therein for a further period of 6 months / 11 months by giving a notice of 30 days in writing to the CONTRACTOR before 10 days prior to the expiry of the Contract period.
15. ARBITRATION : In case of any dispute if no party is convinced by the other the issue will be addressed to the neutral arbitrators consisting of one member appointed by the COMPANY, the second member appointed by the CONTRACTOR and the third member appointed by the Campus Director, BITS Edu Campus. The committee of the three arbitrators will decide the issue and will be binding to both the parties.
16. TERMINATION : The Institutes is entitled to terminate the agreement at any given time by giving a prior written notice of minimum one month in writing to the CONTRACTOR.
17. JURISDICATION : In case of any dispute Court of Vadodara alone will have the jurisdiction.
18. If in any case the CONTRACTOR violets the terms & conditions of the contract, the Security Deposit will be forfeited and the contract will be terminated.
19. Interested CONTRACTOR need to quote the price altogether for daily morning tea/coffee/milk with breakfast, lunch and dinner – with a sweet once in a week – per student per day/per month/per year.

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| S.N. | Details | Amount Rs. |
| 123 | BreakfastLunchDinnerFor 1 day/1 month/ 1 year per student for160 students |  |

1. The Contractor whom the above terms and conditions are acceptable, shall submit the complete tender forms to this office by 4.30pm in sealed cover on or before 05/06/2018 with a non refundable tender fees in form of a D.D. of Rs. 5000/- in favour of Matrusri Davalben Durlabhbhai Patel Girls Hostel, c/o BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240, payable at Vadodara. The tenders will be opened on 08/06/2018 at 12.30 p.m. at the Conference Room, BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240.
2. The Institutes keep all the rights reserve including the right to accept any tender irrespective of prices and also the right to reject any or all of the tenders without showing any reasons for the same.

**ANNEXTURE I**

All the pieces and parcels of premises having area of 277/89 sq. Meters in the building named Matrusri Davalben Durlabhbhai Patel Girls Hostel consisting of four rooms namely called – The Mess kitchen, The Dining Hall and service area, The Store Room-1, Store Room-2 and wash area - Situated at, Matrusri Davalben Durlabhbhai Patel Girls Hostel, besides BITS Edu Campus, Varnama, NH#8, Vadodara 391 240.

To the East – Naliya Road

To the West – Block No.135

To the North – Own Road of SKECT on consolidated block no.136

To the South - Block No.138