

**PEC University of Technology,  
Chandigarh**



EXPLORE INNOVATE EXCEL

**E-TENDER DOCUMENT**

**FOR**

**(Outsourcing Mess Services for Hostels)**

# PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH

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# PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH

## CHAPTER 1

### INSTRUCTIONS TO BIDDERS

#### E-TENDER FOR PROVIDING MESS SERVICES

PEC University of Technology Chandigarh intends to outsource mess service for **two** different hostels from the private contractor; therefore, **this tender is being invited for outsourcing the mess services at competitive rates for the two Hostels through the Dean Student Affairs (DSA)**. The e-tenders are, hereby, invited from the reputed Caterers/Contractors for running the Mess in the following hostels at PEC University of Technology, Sector 12, Chandigarh, The detail is as under-

**TABLE-1**

	<b>Outsourcing of Catering Services</b>	<b>Period of Contract</b>	<b>Estimated cost of Annual Contract (ECAC)</b>	<b>EMD (2% of ECAC)</b>
<b>Group B</b>	Aravali Hostel (boys) 225 students (Approx.)	Seven Months	Rs. 59,00,000/-	Rs. 1,18,000/-
	Kalpana Chawla Hostel (Girls) 52 students (Approx.)		Rs. 12,00,000/-	Rs. 24,000/-

**NOTE:**

- Separate tenders are to be submitted for each hostel in Group B(Aravali & Kalpana Chawla Hostels) and it is mandatory to submit the bids for both hostels, failing which the bid submitted for single hostel will be rejected.**
- The rate per person per day for the girl hostel should be less than the rate of the boys hostel.

**TABLE-2 Time Schedule**

I	Date of publication	21.08.2017
II	Downloading of e-tender document	Start Date: 21.08.2017 End Date: 11.09.2017 (upto 5 PM)
III	Date of submission of e-tender	Start Date: 21.08.2017 End Date: 11.09.2017 (upto 5 PM)
III	Physical submission of EMD amounting to Rs. as mentioned in Table-1	Start Date: 21.08.2017 End Date: 11.09.2017(upto 5 PM)
IV	Opening of Technical Bid (online)	12.09.2017 at 11.30 AM
V	Opening of Financial Bid of only eligible technically qualified bidder determined by Committee.	To be informed after checking eligibility of Bidders.

**Important Notes:**

- Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures.
- All terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be

seen from the detailed Notice Inviting Tender (DNIT) available on the website of Chandigarh Administration and on the PEC University of Technology institute website i.e <http://etenders.chd.nic.in> or [www.pec.ac.in](http://www.pec.ac.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) respectively.

- The agency has to produce the original documents such as EMD, Eligibility documents and other necessary documents on the date fixed for the same as above. The failure of the agency to furnish the said original documents will entail summarily rejection of its tender.
- The undersigned reserves the rights to reject or accept any or all tenders without assigning any reasons.

Dean Student Affairs (DSA)  
PEC University of Technology  
Chandigarh 160012

**PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH**  
**CHECK LIST ONLINE SUBMISSION OF TENDER**

1.	Name of the firm/organization & Address and telephone/Mob.No./Fax. No. on letter pad of the company/firm	Yes / No
2.	Whether EMD as mentioned in <b>Table-1</b> of Chapter 1 in the shape of Demand draft/Banker Cheque/Bank Guarantee in favour of DSA, PEC University of Technology, payable at Chandigarh has been attached? If yes, DD/B.C No. _____ dated _____ and _____ name of the Bank	Yes / No
3.	Income tax return (Self attested) of the last two assessment years attached?	Yes/ No
4.	Document showing experience of providing single catering service, costing Rs. Sixty lakh (annual) in India in Mess/Hotel/ Govt. Deptt. etc in last two years and providing the catering services to minimum three institutions, at least one contract having minimum 200 dining members taking breakfast, lunch, dinner and satisfactory performance certificate from such institutions/Departments/College/ etc ( <b>Annexure 2.5</b> ).	Yes/ No
5.	Document showing current contract of similar service being rendered which will be available for inspection by our official (providing catering service to minimum 150 dining members taking breakfast, lunch, dinner) ( <b>Annexure 2.6</b> )	Yes/ No
6.	Self Attested copy of Balance sheet of last 3 assessment years i.e. 2013-14;2014-15; & 2015-16 duly audited by the Chartered Accountant	Yes/ No
7.	Attested photocopy of PAN Card, ESIC, EPF & Service Tax No. etc valid for the entire duration of above work.	Yes/ No
8.	Name, address, contact number, designation/capacity of person signing tender document.	Yes / No
9.	Self attested photocopy of Qualification in catering/hotel management/cookery, in the name of contractor or any mess manager appointed fulltime to look after the mess.	Yes / No
10.	Whether Registration Certificate regarding Catering Services issued by the competent authority has been attached?	Yes / No
11.	Whether Affidavit of not being Black Listed has been attached? (Annexure 2.2 of Chapter 2)	Yes / No
12.	Proof of signing authority in the shape of power of attorney or decision of partnership firm or decision Board of Director of companies.	Yes / No
13.	Covering letter (Annexure 2.1 of Chapter 2) is attached	Yes / No

Place: \_\_\_\_\_ Signature of Tenderer \_\_\_\_\_

Dated : \_\_\_\_\_ Full Name of the Tenderer \_\_\_\_\_

Address: \_\_\_\_\_

**CHAPTER 2**

**CONDITIONS OF CONTRACT**

1. The Bidders shall have to submit their Bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.nicgep>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case, it has been submitted in the physical form only, it shall be rejected out rightly.
3. Bids will be opened online as per time schedule mentioned in e-tender notice (Chapter 1 Table 2).
4. Before submission of online Bids, Bidders must ensure that self attested scanned copies of all the necessary documents as mentioned in Chapter 3 “Technical Bid” and Chapter 5 “Financial Bid” of this tender document have been uploaded with the Bid, failing which their bids may be out-rightly rejected and will not be considered.
5. DEAN STUDENT AFFAIRS (DSA), PEC UNIVERSITY OF TECHNOLOGY CHANDIGARH will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
6. It will be mandatory for all the Bidders to upload all the documents mentioned under Tender Details template read under Cover Details (Chapters 3 & 5).
7. Bidders should get ready with the scanned copies of EMD as specified in the tender documents and Hard Copies of all the Eligibility Documents as uploaded by the Bidders.
8. The details of EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
9. The conditional bids shall not be considered and may be rejected out rightly in very first instance.
10. The Financial Bids through e-tendering of only those bidders shall be opened who will qualify in the technical bid.
11. The bidder must have an experience of providing Catering service valuing Rs. Sixty lakhs in Mess/Hotel/Hostel, Government Departments etc. in India during last 2 years, and have catered minimum three institutions, one contract out of three should have minimum 200 dining members taking breakfast, lunch and dinner. Photocopies of satisfactory performance certificate from such Associations /Departments /College etc. be attached. Also attach certificate of atleast two running contract with conditions as mentioned in the check list.
12. An affidavit as per specimen enclosed as Annexure\_2.2 of Chapter 2 should accompany the tender. The tenderer who has been Black-listed or his/her tenders have even been cancelled or any legal proceedings have ever been initiated/pending or any penalty has ever been levied on account of delay or non-completion of supply order by any State/UT/Central Government, his/her tender will be out rightly rejected.
13. Downloading and submission of Tender will be done by E-tendering process through the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.

14. **EARNEST MONEY DEPOSIT (EMD):** The Tender should be accompanied with Earnest Money as mentioned in the Table-1 of Chapter 1 to be paid in the shape of **Demand Draft, Banker's cheque, fixed deposit receipt or bank guarantee from any Commercial Bank in favour of DSA, PEC University of Technology, Chandigarh or payment online in A/C no. 148801010000841, IFSC Code PUNB0606000, Punjab National Bank, PEC Campus, Sector 12, Chandigarh for Group B in acceptable form which shall be valid for 45 days beyond the final bid validity period.** No firm/tenderer will be exempted from submission of EMD except as mentioned in general financial rules 2017 notified by GOI. The EMD deposited by the tenderer in respect of another similar tender will not be considered against this tender. Apart from submission of EMD in physical form, scanned copy of EMD duly attested and countersigned by the firms shall also be uploaded. The EMD of unsuccessful tenders will be refunded immediately after finalization/allotment of tender. No interest will be payable on the EMD. The EMD will be forfeited, if the tenderer withdraws his/her bid after submission of the Tender. Expression of Interest without the EMD shall not be considered.
15. **TECHNICAL BID:** The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in Chapter 3 "Technical Bid" of this tender document.
16. **FINANCIAL BID:** will be opened of only those bidders who qualify in the technical bid criteria through e-tendering process.
17. **FINANCIAL BID:** The Financial Bid (Chapter 5) shall be quoted by the contractor through e-tendering. The Financial Bid should contain rates only. The rates should be mentioned both in figures as well as in words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of Earned Money Deposit, cancellation of tender and blacklisting of the firm.
18. The contractor shall be provided water, electricity and other utility for a charge of Rs 5,000/- per month. Other gadgets like Microwave, Hot Case, Oven & mixers etc. shall be arranged by the contractor as per requirement of the hostel mess for rendering the proper catering service.
19. The contractor can install latest appliances, whenever & wherever required, to meet the requirements of hygiene with prior written approval from DSA/HEC.
20. The award of work order, when issued to the successful bidder, **constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form contractual obligations to be adhered to /performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. EMD and Performance security forfeiting, blacklisting etc.**
21. The bid should not contain corrections or over writing.
22. The Successful bidder shall have to execute an agreement with the Chairman & Vice-chairman, HEC of the respective hostel, PEC University of Technology, on a non-judicial stamp paper of Rs.100/-(Rupees One Hundred Only) and provide the catering service/material as per the requirement of DSA, PEC University of Technology from time to time and in case they failed to do so, the DSA shall be at liberty to forfeit the performance security deposit and/or EMD, cancel the Mess Contract and get the Service Provider black-listed.
23. **Performance Security Deposit:** The successful tenderer will have to deposit performance security @ 5% of the total value of tender (**Table -1 of Chapter-1**) within 5 days of issuance of letter of intent by the competent authority to be paid in the shape of **Demand Draft, Banker's cheque, fixed deposit receipt or bank guarantee from any Commercial Bank in favour of DSA, PEC University of Technology, Chandigarh or payment online in A/C no. 148801010000841, IFSC Code PUNB0606000, Punjab National Bank, PEC Campus, Sector 12, Chandigarh for Group B in acceptable form** and the security deposited in connection with any other similar tender will not be considered against this tender. Thereafter, the work order will be issued. If successful tenderer

fails to submit the requisite performance security deposit within prescribed 5 days, Earnest Money Deposit will be forfeited and DSA, PEC University of Technology shall execute the order on their risk & cost. The performance security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

24. Violation of any terms & conditions will invite suitable penalty.
25. DSA/Chairman HEC/Vice Chairman HEC can impose the penalty directly in writing or on written complaint by Hostel executive committee (HEC) as per **Annexure – 2.3**. However, the penalty points for the violation of rule/contract terms & conditions/ general nature etc. not mentioned in the annexure will be decided by the DSA/HEC.
26. Giving salary in time to the mess employees is the liability of contractor.
27. In case, there are repeated complaints regarding the quality of food on the approved Menu, then the contract shall be cancelled and security deposits shall be forfeited and no payment will be released for that month.
28. Force **Majure: Refer Point 7.5 of Article 7 of the Chapter 6**
29. Tender received through e-tendering shall be opened online by the Committee duly constituted by the authorities of PEC University of Technology, as per schedule given in Tender Notice in the office of the DSA, PEC University of Technology Chandigarh. In the event of date of opening of Tender being declared a holiday, the due date of opening of the Tender will be the next working day at the same hours.
30. Tender is non transferable.
31. The contract for running the Hostels Mess of the PEC University of Technology, Chandigarh is for a period of seven months initially (one and half semesters) from the date of entering in to the contract by the firm with the DSA of PEC University of Technology (**See Point 3.2 of Article 3 of Chapter 6**) and it may be extended further for another period of one year (two semesters), if his/her work is found fit to the satisfaction of the Hostel Executive Committee (HEC) of that hostel.
32. In case the contractor wants to terminate the contract, he shall have to give two months advance notice failing which the performance security deposit shall be forfeited.
33. Whatever articles are being provided by the DSA/Hostel in good working conditions, it will be the duty of the contractor to keep them in the good conditions. Repair/maintenance charges shall be borne by the contractor.
34. DSA/Chairman, HEC/Vice Chairman, HEC other authorized official(s) by DSA, PEC University of Technology will be at his/their liberty to inspect/taste/quality of dry ration (spices oil, vegetables, fruits etc) and any fresh or cooked eatables to ensure its freshness and quality and quantity etc.
35. The DSA PEC University of Technology will not be responsible or liable legally or otherwise for any loss/injury to any employee or member of the contractor's staff through any kind of accident. It will be contractor's responsibility to take precautions against such hazards and take necessary steps.
36. The payment to the contractor for the mess bill will be released on monthly billing on the basis of actual number of hostel residents (50% payment will be released before 5<sup>th</sup> of a month and balance after 20<sup>th</sup> of the month) only after the submission of photocopies of EPF, ESIC etc challans receipts obtained from the respective designated offices at Chandigarh along with their salary bill (with the name of employee) to Chairman, HEC (Hostel Warden) office for all the employed manpower.
37. The contractor will deposit EPF, ESIC etc of the all employees in the respective designated offices at Chandigarh. Second installment (50%) of the monthly mess bill payment will be made only after



the submission of photocopies of EPF, ESIC etc challans receipts obtained from the respective designated offices at Chandigarh along with their salary bill (with the name of employee) to Chairman, HEC (Hostel Warden) office.

38. Contractor will provide proper uniform (Pant, Shirt, Chef's Hat, shoes, badges etc.) to all workers in the mess. The cost of these items shall be borne by the contractor.
39. Contractor can be permitted to run a canteen during night for one/two hours only after a written permission from authority i.e. DSA/HEC. The rates for canteen items can be finalized by mutual understanding with hostel authority and residents through HEC.
40. The contractor will not invite his friends or relatives to the premises of the Hostel.
41. In case of complaints regarding the quality, quantity of food stuff served in the Mess, the decision\_of DSA/HEC PEC University of Technology shall be final and binding on the contractor.
42. The contractor is solely responsible for the sanitation and cleanliness of the Mess premises. The members of the DSA/HEC/Medical officer/or any other officer authorized by the DSA will be at liberty to inspect the kitchen and other mess area for the cleanliness and fly proofing, and in case of unhygienic conditions noticed by him/them, he/they can take disciplinary action in the form of imposing fine on the contractor. **The contractor will have to dispose off all the waste as per Govt./Institute guidelines. The contractor has to make necessary arrangement in view of above and failing which he is liable to pay penalty as per Govt. norms.**
43. The Subletting of the contract directly or indirectly may result in termination of contract or any other penalty deemed fit by the Office.
44. The contract will stand automatically terminated if the sole proprietor contractor dies or become mentally unfit to run the contract during contract period or starts living abroad during contract period by subletting/handing over the charge of the contract to some other person.
45. Contractor will keep a complaint register with numbered pages duly verified by the Chairman, HEC/Vice Chairman HEC of the hostel, on the kitchen counter for the residents to enter the complaints.
46. Any damage to the property of Hostel, Kitchen or other appliances provided by the Hostel/DSA PEC University of Technology willfully or otherwise, shall be made good by the contractor. The contractor shall return all the appliances supplied by the Hostel/DSA PEC University of Technology in good condition on completion /termination of contract/end of a semester, failing which appliances shall be got repaired at his /her risk and cost.
47. All items issued to the contractor are the property of the Hostel/DSA PEC University of Technology. No item shall be removed from the hostel without the written permission of the HEC/DSA PEC University of Technology, Chandigarh.
48. Contractor or Mess Manager (appointed by contractor) must possess a qualification in catering/hotel management/cookery. The contractor or mess manager (appointed fulltime) will look after the mess/quality of food prepared/service/cleanliness of mess & utensils/maintenance of mess and manpower.
49. Rebate will be given to dining members @ 80% (round off) of daily diet maximum 5/6/7 days in 28/30/31 day month respectively. The rebate will be given only for Saturdays/Sundays/official holidays which are prefixed or suffixed with the Saturdays/Sundays. If mess is closed completely for Diwali/Holi/semester break or any other festival, no payment will be made to contractor for that period. The Rebate conditions and form is given at **Annexure – 2.4 of Chapter 2**.

50. **Arbitration:**

**Refer Point 7.16 of Article 7 of Chapter 6**

51. The DSA, PEC University of Technology Chandigarh reserves the right to accept or reject any or all tenders without assigning any reason.
52. The bidder shall submit the e-tender alongwith forwarding letter\_(**Annexure - 2.1 of Chapter 2**) duly signed by the authorized signatory.

ANNEXURE - 2.1

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

Dean Student Affairs (DSA),  
PEC University of Technology,  
Sector 12, Chandigarh

Offer No:

Dated:

**Subject: Submission of Tender for Outsourcing Mess Services for  
ARAVALI/KALPANA CHAWLA (Group B)**

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to **Outsource Mess Services for ARAVALI / KALPANA CHAWLA (Group B)** of PEC University of Technology, Chandigarh.

I/We shall supply the material/catering service truly and faithfully as set forth in the terms and conditions of the tender document. I/We shall be responsible for all complaints as regards to the quality of product and in case of any dispute; the decision of the DSA, PEC University of Technology, Chandigarh shall be final and binding on me/us.

A Demand Draft No./Transaction no. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ intended for the prescribed amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in favour of DSA, PEC University of Technology, Chandigarh, payable at Chandigarh is enclosed as earnest money as desired.

I/WE shall have no claim to the refund of earnest money prescribed against this tender in the event of my/our non-compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory supply of material/catering service/violation of any term, or if I/We withdraw my/our tender at any stage during the period of validity. My/Our tender shall remain valid for a period of 90 days from the last date prescribed for submission of the tender against the above-mentioned notice. My/Our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper

including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favorable consideration.

I/We have read the terms and conditions carefully and have signed the same in token of our absolute and unqualified acceptance. My/Our tender constitutes a firm offer under the Indian Contract Act, 1872 and is open to an acceptance in whole/my/our offer, if accepted on the attached terms and conditions will constitute a legal binding of Contract Act 1872.

**\* delete which is not applicable**

Thanking you,

Place

Yours faithfully,

Signatures  
Date with  
stamp & Full  
Address

**ANNEXURE - 2.2**

(To be furnished on non-judicial stamp paper duly attested by the 1<sup>st</sup> Class Magistrate).

**AFFIDAVIT**

I/We/M/s \_\_\_\_\_ are registered as Mess Contractor/  
Service Provider of \_\_\_\_\_ as per Registration Certificate No. \_\_\_\_\_  
issued by \_\_\_\_\_ having registered office at \_\_\_\_\_  
\_\_\_\_\_ and manufacturing/supply base at \_\_\_\_\_

do hereby declare and solemnly affirm that I/We have not been Black-listed, nor mine/our Tenders or Mess Contract have ever been cancelled by any State/UT/Central Government or any partner or shareholder either directly or indirectly connected with or has any subsisting interest in the business of my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever been levied due to delay of non completion of work/catering service/supply order by any State/UT/Central Government or by any authority.

**Place :** \_\_\_\_\_

**DEPONENT**

**Dated :** \_\_\_\_\_

**Verification**

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

**Place :** \_\_\_\_\_

**DEPONENT**

**Dated :** \_\_\_\_\_

**ANNEXURE – 2.3**  
**PENALTIES FOR VIOLATION OF RULES, TERMS AND CONDITIONS**

S. No	Lapses of general nature	Penalty Points
1	Unavailability of Complaint register on Counter or discouraging the complaint	50
2	Three or more complaints of insects found in any meal in a day.	50
3	Ten or more complaints of unclean utensils in a day	100
4	If Hostel Executive committee agrees that certain meal was not of good quality/cooked properly/having insects or <b>larva</b> in pulses/vegetables	500
5	If food for any meal is over within mess timings or waiting time is more than 20 minutes	100
6	If HEC find non-availability of branded items mentioned in Tender document or approved by HEC per visit	500
7	Non availability of meal to any hostel resident or shortage of food/item in menu	50
8	Misbehaving with hostel residents	50
9	Change in menu without permission of Hostel Executive committee	50
10	Unhygienic condition of mess workers/kitchen area/dining area	100
11	Smoking / drinking by mess workers in the mess/hostel premises	50
12	Worker found drunken in mess/hostel	50
13	Mess Worker without proper/clean uniform, not wearing 'Chef's Hat' etc	25
14	Absence of contractor/mess manager from HEC meeting	100
15	Contractor/Mess worker not reporting any incident like quarrel, drinking, smoking, damaging hostel property by worker/hostel residents	50
16	Not following instructions, issued in writing from time to time by HEC of the hostel	50
17	Eve teasing, molesting, using foul language by contractor staff	Police case + 200
	Second violation of above said points in a month would invite <b>three times</b> the initial penalty of fine.	
	Any other violation of rules, terms & conditions of contract or tender document (not mentioned above)	Will be decided by DSA

**General Mechanism**

Penalty points will be finalized by the HEC once in a month. The net point balance of the penalty will be charged at the rate of Rs.20/- per point, subject to a maximum of 20% payment in that month and will be deducted from the bill due next month.

## ANNEXURE – 2.4

### MESS REBATE RULES

- 1 Except the first semester students, all the residents of the Hostel are required to join the mess from the date of their registration. For the first semester, residents of the Hostel (students) are required to join the mess from the date of their registration (for 1<sup>st</sup> counseling students) or date of 2<sup>nd</sup>/3<sup>rd</sup>/4<sup>th</sup> counseling.
- 2 A resident, desirous for applying for mess rebate, will be required to inform the Mess Manager at least 1 (one) day in advance in the prescribed form (**given below**) till 2 p.m and will make the entry in the rebate register maintained by the contractor.
- 3 Rebate will be given to dining members only @ 80% (round off) of daily diet for a maximum 5/6/7 days in 28/30/31 day month respectively. The rebate will be given only for Saturdays/Sundays/official holidays which are prefixed or suffixed with the Saturdays/Sundays.
- 4 If mess is closed completely for Diwali/Holi/semester break or any other festival, no payment will be made to contractor for that period and full (100%) rebate is admissible to residents.
- 5 No resident, who is on rebate, will be allowed to avail the mess facility on the basis of extras or as a guest of other residents.
- 6 A resident who is found eating in the mess when under rebate will be subject to a fine of Rs.300/- (Three Hundred only). The fine shall be credited to the Hostel fund. Further, the rebate period will be cancelled.
- 7 No guest will be entertained in the mess for more than 15 meals in a month. If any resident violates this provision he will be penalized appropriately by the Chairman, HEC. However, if the residents wish to entertain guests for more than five days in a month they must take the permission of the Chairman, HEC.

### Performa/guidelines to avail the Mess Rebate

1. Residents will give application of mess rebate with date & time to Mess Manager of the contractor (or any mess staff authorised by him in his absence) **ONE** day in advance ( e.g. for Saturday & Sunday mess off resident has to give application on Friday maximum up to 2:00 P.M., Lunch time). Resident will also keep a copy of the same for his/her record, which he needs to produce whenever required. Rebate will be given for full day only and not for half day or meal wise. Dinner of Friday can be taken on Sunday.
2. **Resident will give his application personally; otherwise the application will not be entertained. Mess Manager may check Hostel or College Identity Card.**
3. The application format for the mess off is provided with mess manager, residents are advised to collect copy from mess manager and apply on said format only.

\_\_\_\_\_ **Hostel, Application for Mess rebate (off) (to be applied before 2 p.m.)**

**(Student  
Copy)**

**Mess Manager,**

I am leaving hostel and I will keep my mess off as per following details. I will pay fine Rs. 300/- per day if found taking meals during mess off and will not claim any rebate.

1. Name \_\_\_\_\_ , Room no. \_\_\_\_\_
2. Branch \_\_\_\_\_ , SID \_\_\_\_\_
3. Dates of 'mess off' from \_\_\_\_\_ to \_\_\_\_\_ ( \_\_\_\_\_ days)
4. Leaving Hostel From date \_\_\_\_\_ time \_\_\_\_\_ ( Breakfast / Lunch / Tea / dinner)
5. Joining Hostel on date \_\_\_\_\_ time \_\_\_\_\_ ( Breakfast / Lunch / Tea / dinner )

Date: \_\_\_\_\_

**Signature of student**

Received by Mess manager \_\_\_\_\_ Date. \_\_\_\_\_ time \_\_\_\_\_

---

\_\_\_\_\_ **Hostel, Application for Mess rebate (off) (to be applied before 2 p.m.)**

**(Contractor  
Copy)**

**Mess Manager,**

I am leaving hostel and I will keep my mess off as per following details. I will pay fine Rs.300/- per day if found taking meals during mess off and will not claim any rebate.

1. Name \_\_\_\_\_ , Room no. \_\_\_\_\_
2. Branch \_\_\_\_\_ , SID \_\_\_\_\_
3. Dates of 'mess off' from \_\_\_\_\_ to \_\_\_\_\_ ( \_\_\_\_\_ days)
4. Leaving Hostel From date \_\_\_\_\_ time \_\_\_\_\_ ( Breakfast / Lunch / Tea / dinner)
5. Joining Hostel on date \_\_\_\_\_ time \_\_\_\_\_ ( Breakfast / Lunch / Tea / dinner )

Date: \_\_\_\_\_

**Signature of student**

Received by Mess manager \_\_\_\_\_ Date. \_\_\_\_\_ time \_\_\_\_\_



**ANNEXURE - 2.5**

**Details of previous contracts**

**(Attach self attested photocopies of the work order and original certificate of satisfactory performance ):**

S. No.	Period of contract		Number of dinning members taking food	Name and Address of the Organization with reference letters	Name of the Contact person & Phone No.	Annual value of the contract (in Rs)	Remarks
	From	To					
1							
2							
3↓							

**Place:**

**Date:**

**SIGNATURE OF THE TENDERER  
with stamp**

**ANNEXURE - 2.6**

**Detail of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials**

**(Attach self attested photocopies of the work order and original certificate of satisfactory performance):**

S. No.	Period of contract		Number of dinning members taking food	Name and Address of the Organization with reference letters	Name of the Contact person & Phone No.	Annual value of the contract (in Rs)	Remarks
	From	To					
1							
2							
3↓							

**Place:**

**Date:**

**SIGNATURE OF THE TENDERER  
with stamp**

# PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH

## CHAPTER 3

### SCHEDULE OF REQUIREMENTS

Offer will be accepted/uploaded in two covers under Details containing:-

**FIRST COVER TITLED** as “Technical Bid” should contain the Self-attested scanned copies of following with consecutive Sr. No. :-

- a. Name of the firm/organization & Address and telephone/Mob.No./Fax. No. on letter pad of the company/firm
- b. Earnest money deposit as mentioned in Point 14 of Chapter 2 of this tender document.
- c. Self attested copies of Income tax returns of last 2 assessment years
- d. Document showing experience of providing single catering service, costing Rs. Sixty lakh (annual) in India in Mess/Hotel/ Govt. Deptt. etc in last two years and providing the catering services to minimum three institutions, at least one contract having minimum 200 dining members taking breakfast, lunch, dinner and satisfactory performance certificate from such institutions/Departments/College/ etc (**Annexure 2.5**).
- e. Document showing current contract of similar service being rendered which will be available for inspection by our official (providing catering service to minimum 200 dining members taking breakfast, lunch, dinner) (**Annexure 2.6**)
- f. Self attested copy of Balance sheet of last 3 assessment years duly audited by the Chartered Accountant
- g. Self attested copies of PAN Card, ESIC, EPF & Service Tax No valid for entire duration of work
- h. Name, address, contact number, designation/capacity of person signing tender document.
- i. Self attested photocopy of Qualification in catering/hotel management/cookery, in the name of contractor or any mess manager appointed fulltime to look after the mess.
- j. Registration Certificate regarding Catering Services issued by the competent authority
- k. Affidavit of not being Black Listed (Affidavit as per Annexure 2.2 of Chapter 2)
- l. Individual signing the bid or other documents connected with the contract shall submit the proof of signing authority in the shape of Power of Attorney/Decision of partnership of firms and decision of Board of Director of the Company
  - i. A sole proprietor of the firm or constituted attorney of sole proprietor.
  - ii. A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney. Constituted attorney of the firm.
  - iii. In case of (ii) above a copy of the partnership agreement or general power of attorney, in either case, attested by a Public Notary or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.
  - iv. In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm, a person signing the letter form or any other documents forming the part of the contract on behalf of another shall be

deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the DSA may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the DSA/HEC for all cost and damages arising from the cancellation of the contract including any loss which the Department may have on account of execution of contract/intended contract. The financial bid of only those bidders will be opened who qualify in a technical bid.

- m. Covering letter (Annexure 2.1 of Chapter 2)

**NOTE: All the above mentioned documents should be duly in order and are essential to qualify at Technical Bid Stage.**

**PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH**

**CHAPTER 4**

**SPECIFICATIONS AND DETAILS (COMMON BASIC MESS MENU & OTHER RELEVANT CONDITIONS)**

<b>DAY</b>	<b>BREAKFAST</b>	<b>LUNCH</b>	<b>EVENING SNACKS</b>	<b>DINNER</b>
Daily <b>(Compulsory)</b>	<ul style="list-style-type: none"> <li>• Milk (250 ml)</li> <li>• Tea/Coffee</li> <li>• One fruit</li> <li>• Bread</li> <li>• Butter</li> <li>• Jam</li> <li>• Cornflakes(two types)</li> <li>• Egg/Omelet/fried</li> </ul>	<ul style="list-style-type: none"> <li>• Chapati</li> <li>• Boiled Rice</li> <li>• Curd /Raita/Lassi</li> <li>• Seasonal veg</li> <li>• Pickle</li> <li>• Butter</li> <li>• Green salad(Lemon + cucumber+ tomato+ onion + carrot+ Radish)</li> </ul>	<ul style="list-style-type: none"> <li>• Tea/Coffee</li> <li>• Biscuit(oreo/bourban/creamica/sunfeast etc.)</li> <li>• Rusk</li> </ul>	<ul style="list-style-type: none"> <li>• Chapatti</li> <li>• Boiled Rice/Fried Rice/Pulao</li> <li>• Curd/ Raita</li> <li>• Dal</li> <li>• Sweet Dish (Kheer/Rasgula/Gulab Jamun/Ras Mali/Dal Halwa)</li> </ul>
Monday	<ul style="list-style-type: none"> <li>• Two plain Parantha with sabji (Aaloo sabji)</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Kala Chana or Dal Makhani</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Samosa/ Pakora Veg</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Paneer Item</li> </ul> <p align="center">OR</p>
Tuesday	<ul style="list-style-type: none"> <li>• 2 stuffed Paranthas (Aaloo/Gobi/raddish/Paneer/Onion or mix.)</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Paneer Item (Any)</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Cutlet/Bread roll/Bread Pakoda/ Kachori</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• White Channa/</li> <li>• Channa masala (Dry)</li> </ul> <p align="center">OR</p>
Wednesday	<ul style="list-style-type: none"> <li>• Puri (4 Nos) with Aaloo Sabji</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Shahi Paneer/Palak Paneer/Paneer Bhujji/Kadhai Paneer</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Veg Paneer Petty</li> </ul> <p align="center">OR</p>	<p align="center">OR</p>
Thursday	<ul style="list-style-type: none"> <li>• Kulcha (4 Nos.) with Channa</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Rajma</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Noodle + Manchurian</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Mix. Veg./ Soyabeans</li> </ul> <p align="center">OR</p>
Friday	<ul style="list-style-type: none"> <li>• Chhole &amp; Bhatura (2 Nos.)</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Manchurian</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Poha</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• Malai Kofta</li> </ul> <p align="center">OR</p>
Saturday	<ul style="list-style-type: none"> <li>• Channa + Halwa with Puri</li> </ul> <p align="center">OR</p>	<ul style="list-style-type: none"> <li>• White Channa</li> </ul>	<ul style="list-style-type: none"> <li>• Hot Dog</li> </ul>	<p align="center">OR</p>
Sunday	<ul style="list-style-type: none"> <li>• Upma/Itlly/Vada with Chatney + Sambhar</li> </ul>			<ul style="list-style-type: none"> <li>• Kadi Pakoda</li> </ul>

The following items may be included in the menu by HEC

- Pav Bhaji  
OR
- Noodle + Manchurian  
OR
- Paneer/Aaloo/Matar/Channe with Puri  
OR
- Sarso ka saag + Makki ki roti  
OR
- Chhole Bhature  
OR
- Dhosa + Sambhar

\* Non Veg Dish (Chicken/Mutton/Fish) to be included in Menu (Two times) as decided by HEC in addition to the above menu.

**Note:**

- i). The items in the above menu can be shifted to another day by Hostel Executive Committee.
- ii). Meal is to be served on counter/buffet however water, chapatti will be served on table.
- iii). For dinner a variety of dal must be ensured. Dal of different varieties must be served on different days. This will include the following dal: Moong dhuli, Moong sabut, Moong chilke wali, Masur Dhuli, Masur Sabut, Chana dal, Arhar, Kaala chana, Safed chana, Lobia/raungi, rajma, Urad Sabut etc. No dal must be served more than twice during a week. Similarly, the vegetable of different variety preferably, seasonal vegetable, must be served. The same vegetable must not be served more than twice during a week. The content of potato in any cooked vegetable must not be more than 25% except when potato vegetable is identified in the menu.
- iv). **All items of the meal shall be unlimited in quantity if not specified above and except for the following:**
  1. Butter : 20 gms
  2. Jam : 20 gms
  3. Cornflakes : 50 gms
  4. Milk : 250 ml (min. 4.5% Fat)
  5. Sweet Dish : 150 gram or mentioned above for readymade dish
  6. Curd/Raita : 100 gms
  7. Hot Soup : 100 ml
  8. Paneer dish (for dinner only) : 150 gms (paneer quantity 60 gram per head)
- v). The detailed daily meal wise menu specifying the dals and vegetable to be served will be identified in the beginning of each month by the Hostel Executive Committee in consultation with the contractor. It will be mandatory for the contractor to serve this menu. In case of any difficulty in the same, Committee must be informed well in time.
- vi). For residents observing fasts, the Contractor will provide the substitute items in lieu of the regular meal asked by the resident.
- vii). The contractor will not serve any item whose rates have not been approved by the Hostel Executive Committee beforehand.
- viii). In case the adulteration is found in the food or the quality/quantity of food served is not upto the mark, the mess committee will recommend the penalty to be imposed on the contractor and the decision of the Hostel Executive Committee (HEC)/DSA will be binding on the contract.
- ix). In boy's hostel, each meal (breakfast, Lunch & dinner) will be served over a period of one and half an hours, while evening snacks will be served for half an hour duration. In girls hostel, each meal (breakfast, Lunch & dinner) will be served over a period of one hour while evening snacks will be served for half an hour duration. The Hostel executive committee will decide the timing for each meal on different days beforehand.

# PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH

## CHAPTER 5 PRICE SCHEDULE

### SECOND COVER TITLED AS “FINANCIAL BID” CONSIST OF

Financial (Price) Bid for food to be served by contractor in the Mess of \_\_\_\_\_  
Hostel, PEC University of technology, Sector 12, Chandigarh as follows

Sr. No.	Items	Quoted rate <b>per student per meal</b> (in Rupee)	Quoted rate <b>per student per day</b> (in Rupee)
1	Breakfast (Refer Menu Details)	(In Figures) Rs. _____	(in Figures) Rs. _____ (In Words) Rs. _____
2	Lunch (Refer Menu Details)	(in Figures) Rs. _____	
3	Evening Tea (Refer Menu Details)	(in Figures) Rs. _____	
4	Dinner (Refer Menu Details)	(in Figures) Rs. _____	

Rates quoted by us/me are on per day (four meals) basis only.

Rates are inclusive of sale tax/service tax/GST/other Govt. levies. I further understand that nothing shall be charged extra.

I further understand that the payment shall be made taking into account actual number of residents of the hostel.

I further agree to provide two meals and two tea to Hostel staff (Manager-1, Accountant-1, Mali-2, sweeper-3, peon-1, club attendant-1) which fall in their duty hours during “mess on” period. The above rates are inclusive of this.

I further agree that the aforementioned rates shall remain in force for one year (two semesters) from the date of commencement of the work and during this period the rate shall not be revised under any circumstances.

Signature of the Contractor  
With stamp

#### Notes:

1. Separate tenders must be given for different Messes of Aravali, Kalpana Chawla (**Group B**).
2. **Financial Bid of girls hostel mess (Kalpana Chawla Hostel Mess) must be lower than the boys hostel mess (Aravali Hostel Mess).**
3. The comparative statement shall be made taking into account the rate of full day meal of each hostel mess separately. The ARAVALI / KALPANA CHAWLA Hostel is a Boys/girls Hostel situated inside the PEC University of Technology, Chandigarh campus with an exclusive and fully secured premise of its own. The hostel is fully accessible for transport. The Hostel comprises rooms for residents with a centrally located dining facility. The hostel is designed to accommodate a total of 225/52 students (boys/girls) approximately respectively with a minor variation



**PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH**

**CHAPTER 6**

**CONTRACT FORM**

**To be executed on Rs 100/- stamp paper**

**AGREEMENT FOR ..... HOSTEL**

This agreement has been made on this \_\_\_\_\_ day of \_\_\_\_\_ -2017 at PEC University of Technology, Chandigarh between **Dean Students Affairs** (DSA) through Chairman & Vice-chairman, Hostel Executive Committee, \_\_\_\_\_ Hostel

And M/s \_\_\_\_\_ registered under the companies act-1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to the contractors and expression shall include his/their respective heirs, executors, administrators and assignees), represented by Shri \_\_\_\_\_, s/o Sh. \_\_\_\_\_ on the other part.

And whereas the DSA has empanelled some agencies for providing messing services to its \_\_\_\_\_ hostel as per the terms and conditions, specifications and general conditions of the contract, as attached along with this agreement.

And whereas the said terms and conditions, specifications as well as the scope of work to be done, as set out in the General Conditions of the contract, have been accepted and signed by the contractor.

And whereas the contractor has agreed to execute, upon and subject to the condition set forth herein, (herein referred to as the said conditions) the work shown in the General Conditions of the contractor.

And whereas the contractor had deposited a sum of Rs. \_\_\_\_\_ as security in the form of a Demand Draft or Banker Cheque order no. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ in favour of DSA, PEC University of Technology, Chandigarh as performance security deposit for the said work and has agreed that this be retained by the DSA as security deposit.

Now therefore, it is hereby agreed as follows:

- (a) In consideration of the payment to be made to the contractor, as hereinafter provided and agreed to by both the parties, the contractor shall upon and subject to the said condition execute and complete the contract.
- (b) The DSA shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
- (c) The quality of performance related to the work is the essence of the contract and in the event of failure to perform as per term and conditions of the contract and to the satisfaction of the DSA; the contractor shall be penalized as per provisions of the contract.
- (d) The scope of work and prices schedule of quantities and conditions of tender shall form the basis of this contract and the decision of the DSA or arbitrator, in reference to all matters of dispute shall be final and binding on both parties.
- (e) The said conditions of tender document and this agreement thereto shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and perform the agreement on their parts respectively in such conditions contained.
- (f) The several parts of this contract have been read to us and fully understood by us. In witness whereof the parties hereto have set their respective hands the day and the year herein above written.

## COMMENCEMENT AND TERMINATION

The mess normally functions from 10th Jan to May 31, in the second semester and from 1st August to 21st December in the first semester. The dates are tentative, actual dates will be intimated at the time of tender/work order allotment. For the students of first year, mess can be extended for another 25 days in summer & winter vacations.

Subject to above, the agreement will come into force with effect from \_\_\_\_\_ to \_\_\_\_\_ and from \_\_\_\_\_ to \_\_\_\_\_ for a period of seven months initially. It may be extended further for another period of one year (i.e. two semesters), if his/her work is found fit to the satisfaction of the Hostel Executive Committee (HEC)/DSA, PEC University of Technology, Chandigarh and mutual consent on agreed terms and conditions of the contract.

That the agreement may be terminated by either party by giving two month's notice to the other

That under the circumstances given below the Institute shall have the right to terminate the contract without notice, in addition to other remedies as available under the law.

- i). For committing breach of any of the terms and conditions of this agreement by the Contractor, he will further be liable to pay the damages as assessed by the arbitrator.
- ii). Subletting by the Contractor without written consent/permission of the DSA, any part thereof or any benefit or interest thereon by the contractor to any third person.
- iii). The contractor being declared insolvent by a competent court of law.

## ARIBITRATION

- i). Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.
- ii). If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to precede de-novo.
- iii). It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- iv). It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- v). Subject to the aforesaid provisions, the Conciliation and Arbitration Act, 1996 and the rules made thereunder and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- vi). All disputes arising out of or in any way connected with this agreement or arbitration shall be deemed to have arisen in Chandigarh and only courts in Chandigarh shall have jurisdiction to determine the same.

Chairman & Vice-chairman, Hostel Executive Committee  
For DSA, PEC University of Technology  
Chandigarh

Shri \_\_\_\_\_  
M/S \_\_\_\_\_

(FOR & ON BEHALF OF THE Contractor)

In the presence of:

\_\_\_\_\_  
1.  
(Witness)

\_\_\_\_\_  
2.  
(Witness)

**To be executed on Rs 100/- stamp paper**  
**Power Of Attorney (if required)**

Know all men by these presents that M/s \_\_\_\_\_  
\_\_\_\_\_ registered under the companies act 1956 and having it's  
registered office at \_\_\_\_\_  
herein after called the company (which term shall include its successor and assigns) with a end and intent in  
view of smooth and proper conduct of its business do hereby appoint Shri \_\_\_\_\_  
\_\_\_\_\_, aged \_\_\_\_\_, residing at  
\_\_\_\_\_ as our attorney  
to transact and to manage the following affairs of the company in the name of and for the company and on  
company's behalf in the manner he consider necessary and advisable.

1. The company had submitted tenders and has been awarded with contracts for catering services in the \_\_\_\_\_ hostel at PEC University of Technology, Chandigarh. To Conduct all further and incidental affairs and transactions in respect of the aforementioned Tender bids/contracts and do all acts, deals, matters and things as are necessary or expedient in relation there to.
2. To conduct further negotiations, if called upon or otherwise in respect of the aforementioned tenders/contract and to take decision in the best interest of the company according to his discretion.
3. To do discussion and conferences with DSA, PEC University of Technology, Chandigarh authorities if invited or called upon in respect of or concerning the subject Tender bids/contracts mentioned and represent the company.
4. To do all correspondence, writing in respect of the tender bids/contracts and to execute any writing or document as are required in furtherance of the subject tender bid/contracts.
5. To execute necessary writing, documents, declarations etc. as are required by DSA, PEC University of Technology, Chandigarh authorities, in respect of the subject tenders bids/contracts.
6. To operate company's Bank Account to meet with tender/contract requirements.
7. To take further action for obtaining necessary permission, licenses etc. as are required under various laws in force concerning the work related to the subject/contract work and to do all acts, matters, things are necessary for that.
8. To represent the company and to do all acts, deals matters and things in respect of any other tender work published by DSA, PEC University of Technology, Chandigarh authorities.
9. To represent the company before DSA, PEC University of Technology, Chandigarh authorities any local authority, state government, central government and any other authorities is regard to any matter concerning the company.

The company hereby agrees to ratify confirm and to be bound by all acts, deals and things and whatever the said attorney shall be virtue of this power of attorney as if done by the company itself.

In witness where of the company has put its common seal here to in the presence of its DSA, PEC University of Technology, Chandigarh authorities who has affixed his signature here under at Chandigarh on this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2012.

The common seal of M/S \_\_\_\_\_

\_\_\_\_\_ is herewith fixed

Chairman & Vice-chairman, Hostel Executive  
Committee, For DSA, PEC University  
of Technology,  
Chandigarh

In the presence of:

\_\_\_\_\_  
(Sh. \_\_\_\_\_)

# **General Conditions of the Contract For Running The Mess of Aravali/Kalpna Chawla Hostel (Group B)**

## **Chapter 6** **ARTICLE-1**

### **1.0 Definitions of terms:**

*In this contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:*

- 1.1 The bid/tender shall mean the proposal/offer along with supporting documents, submitted by the Bidder for consideration by the Dean Students Affairs (DSA).
- 1.2 The **“Bid/Tender Document”** shall mean the documents issued by the DSA to prospective Bidders, containing various terms and conditions, scope of work, any requirements etc. or generally laid out in various sections spelling out the basis, procedure, methods and formats for the Bidders to prepare their Bids for submission to the DSA. The Bid documents shall include the invitation to the Bid, documents proposal forms and all addenda/corrigenda/amendment issued by the DSA.
- 1.3 The **“Contract”** shall mean the agreement between the DSA and the contractor, duly signed by the parties to the agreement, through their authorized representatives for the execution of the work included in the bid document, letter of acceptance of the bid, agreed variations to the bid document, if any, the schedule of rates and other relevant documents submitted by the contractor and as accepted by the DSA.
- 1.4 The **“Contractor”** shall mean the person or persons, the firm or company who’s Bid has been accepted by the DSA and includes the contractor’s legal representatives his successors and permitted assignees.
- 1.5 The **“Empanelment”** shall mean enlistment of contractor for a limited period of seven months for award of work of running the mess of ARAVALI / KALPANA CHAWLA Hostel on the campus of the PEC University of Technology, Chandigarh.
- 1.6 The **“Hostel”** shall mean the ARAVALI / KALPANA CHAWLA Hostel and the **“Warden/Deputy Warden”** shall mean the persons nominated by the DSA/Director PEC University of Technology, Chandigarh from time to time and shall include those who are expressly authorized by them to act on the behalf of DSA, for operation of this contract and supervision of work. They shall have power to impose penalty in case there are violations of the provision of the contract.
- 1.7 The **“DSA”** shall mean Dean Student Affairs, PEC University of Technology, Chandigarh.
- 1.8 The **“Letter of Empanelment”** shall mean an official intimation from the DSA to empanelled agencies.
- 1.9 The **“Hostel Executive Committee”** shall mean a committee of the residents and hostel administration, formally constituted by the Chairman HEC (Warden) and approved by the DSA, which will be authorized to regulate the activities related to the mess of ARAVALI / KALPANA CHAWLA Hostel on a day to day basis.
- 1.10 The **“Work”** shall mean and include all works to be executed, all items and things to be provided /done and services and activities to be performed by the contractor in accordance with the contract.

## Chapter 6

### ARTICLE-2

- 2.0 Description of the ARAVALI / KALPANA CHAWLA Hostel (**Group B**)
- 2.1 The ARAVALI / KALPANA CHAWLA Hostel is a Boys/girls Hostel situated inside the PEC University of Technology, Chandigarh campus with an exclusive and fully secured premise of its own. The hostel is fully accessible for transport. The Hostel comprises rooms for residents with a centrally located dining facility. The hostel is designed to accommodate a total of 225/52 students (boys/girls) approximately respectively with a minor variation.
- 2.2 The hostel is provided with a self contained centralized mess, comprising kitchen and dining facility, which will serve meals to the residents and other authorized persons, thrice a day apart from the evening tea and snacks. The mess is well equipped with furniture, cooking facility, utensils, appliances and equipments; etc.
- 2.3 The hostel is under the administration of Chairman HEC i.e. Warden who exercises overall control on all activities related to the hostel including dining services.

**Chapter 6**  
**ARTICLE-3**

**3.0 Scope of work:**

*The scope of work, covered by the contract, is broadly but not extensively described below:*

- 3.1 The contract is essentially to prepare/cook and serve food (Breakfast, Lunch, Evening Tea and Dinner) for providing messing services to the residents of ARAVALI / KALPANA CHAWLA Hostel Mess at PEC University of Technology, Sector 12, Chandigarh, which are having the following strength
- a. Aravali Hostel (**boys**) 225 students (Approx.)
  - b. Kalpana Chawla (**Girls**) Hostel 52 students (Approx.)
- 3.2 The mess normally functions from 10th Jan to May 31, in the second semester and from 1st August to 21st December in the first semester. The dates are tentative, actual dates will be intimated at the time of tender/work order allotment. For the students of first year, mess can be extended for another 25 days in summer & winter vacations.  
Subject to above, the contract shall be made effective from \_\_\_\_\_ to \_\_\_\_\_ and from \_\_\_\_\_ to \_\_\_\_\_ for a period of seven months initially. It may be extended further for another period of one year (i.e. two semesters), if his/her work is found fit to the satisfaction of the Hostel Executive Committee (HEC)/DSA, PEC University of Technology, Chandigarh and mutual consent on agreed terms and conditions of the contract. For this, the contractor needs to apply to DSA through HEC for the extension of contract three months in advance of the expiry of first year of contract. The decision of the DSA in regards to extension beyond one year shall be final and binding. However, the contract shall be on probation for an initial one semester period and shall be extended further only if the HEC (Hostel Executive Committee) certifies satisfactory performance/messing services during the probation period.
- 3.3 The contract is in respect of providing 3 (three) meals per day, that is breakfast, lunch and dinner, besides evening tea with snacks. In boy's hostel, each meal (breakfast, Lunch & dinner) will be served over a period of one and half an hours, while evening snacks will be served for half an hour duration. In girls hostel, each meal (breakfast, Lunch & dinner) will be served over a period of one hour while evening snacks will be served for half an hour duration. The Hostel executive committee may revise the timing over the year as per academic and other activities. The mess committees will inform the contractor about the changes in the timing well in advance.
- 3.4 The HEC shall provide basic menu, which shall continue for a minimum period of one month once agreed upon mutually between HEC and the contractor. The basic meal plan is in accordance with the norms contained in Chapter 4 of the tender document.
- 3.5 In addition to above, the contractor shall be required to provide extra messing facilities against additional payment to be made by the residents in respect of items not covered under the basic meal plan. However, the HEC may in its own discretion dispense with the evening tea and snacks. Under such circumstances the contractor shall be required to proportionately enrich the dinner/lunch/breakfast, as decided by the HEC. Menu once decided shall continue for a minimum period of one month.
- 3.6 The list of residents, who will compulsory join the mess, shall be provided by the hostel administration from time to time. The number of residents may vary depending upon academic sessions and vacations. However, a significant variation is not envisaged on a day to day basis.
- 3.7 The mess premises comprising, cooking and dining facilities, furniture, food/raw material containers, appliances, utensils, electricity and water shall be provided by the DSA at the rate of Rs 5000/- per month charge. However, raw materials, food articles, cooking fuel, cleaning/washing materials/tools and man power shall have to be arranged by the contractor at his/their own cost.
- 3.8 The inventory of articles shall be handed over to the contractor in good and working condition at

the commencement of the contract. The contractor shall be the custodian of this DSA property and mess inventory during the period of contract and shall make good any loss to the inventory by way of misuse, breakage, theft etc. at his own cost.

- 3.9 Similarly the inventory in good condition shall be handed over by the contractor to the HEC on the expiry of the contract period. The security deposit shall be refunded only after a “No Dues Certificate” is granted by the Chairman, HEC.
- 3.10 The requirement of utensils, furniture and appliances shall be provided by the hostel administration. However, the serviceability and repairing of the utensils, furniture’s and appliances shall be done and ensured by the contractor at his own cost.
- 3.11 The contractor shall not be allowed to use electricity/kerosene as a cooking fuel. However, he shall be permitted to use toasters, refrigerators, geysers, water cooler, mixer/grinder, oven and other equipments for cutting /grilling vegetables etc. Any other electrical cooking appliances may also be used by the contractor after obtaining written prior permission of the Chairman, HEC in writing.
- 3.12 The raw material of good quality (dry ration and vegetables) is to be arranged by contractor and food will be prepared strictly according to menu decided by DSA/HEC and to the satisfaction of the HEC. The quality of some of the items is specified below:

<b>Items</b>	<b>Brand*</b>
Atta	Ashirvad, Pilsburry, Annapurnna, Shaktibhog or equivalent
Besan (Agmark)	Shaktibog, Rajhdani or equivalent
Bread	Modern, Kwality, Bonn, Cremica or equivalent
Butter	Amul, Britannia, Mother’s Dairy, Verka, Vita or equivalent
Coffee	Nescafe, Bru or equivalent
Custard Powder	Weikfield, Brown & Polsen or equivalent
Desi Ghee	Amul, Mother’s Dairy, Britannia, Everyday, Verka, Vita or equivalent
Flavored Fruit Drinks	Rasna, Roohafza, Kissan or equivalent
Instant Noodles	Maggi, knorr, Top Raman or equivalent
Jam (Mix Fruits or other)	Kisan, Maggi, Top, Safal or equivalent
Tomato Sauce	Maggi, Kissan, Heinz, Cremica or equivalent
Milk 4.5% Fat (Min.)	Verka, Amul, Mother’s Dairy (Without Water) or equivalent
Mustered Oil	Hafed, Mashal or equivalent
Paneer	Amul, Verka, Vita or equivalent
Papad	Lijjat, Amritsari or equivalent
Pickles	Mother’s, Priya, Nilon’s, Tops, Murliwala or equivalent
Refined Oil (Soya)	Sundrop, Godrej, Fortune, Ginni or equivalent
Rice	Himalaya Kitchen king, Modern Family Basmati or Equivalent
Salt (Iodised)	Tata, Annpurna, Nature Fresh, Catch or equivalent
Spices	MDH, Everest, Catch or equivalent
Tea	Brookbond, Lipton, Tata or equivalent
Any Other Items	Brand of any other items required or any of the above items, in case of non-availability will be mutually decided by HEC and the Contractor.

**\*Equivalent choice of brands for above mentioned items to be pre-approved by the HEC.**

- 3.13 The contractor shall procure only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than 1 (one) day in summer months (April to October) and 3 (three) days in winter months (November to March) at a stretch. However, the contractor shall ensure that a sufficient stock of other raw material is stocked in the store for consumption for a minimum period of 15 (fifteen) days. The HEC shall have the right to check the quality of food articles and vegetables from time to time.
- 3.14 The food has to be prepared in clean, hygienic and safe conditions as per the menu. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Un-refrigerated cooked food not consumed within 6 (six) hours in summer months and 10 (ten) hours in winter months, shall be deemed to be stale and unfit for consumption.
- 3.15 The food shall be neither too spicy nor too oily. The food preparation shall be wholesome by adding Tomato, Ginger, Onion, Garlic and other special spices etc, in sufficient quantity, according to recipes available and shall generally cater to the taste of the residents.
- 3.16 The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- 3.17 The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. After each meal (breakfast, lunch, evening tea and dinner) all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and hot water and should be available for use for cooking for the next meal. The cleaning material should be of good quality approved by the HEC.
- 3.18 Dining and kitchen hall should be mopped, after each meal. The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and mopped, daily and will be disinfected once in a week or as and when required.
- 3.19 The contractor shall ensure that only hot food is served to the residents. Complaints, if any, in this regard shall be dealt with severely.
- 3.20 The meal is to be served on counter/buffet however water, chapatti will be served on table. The used plates/glasses etc will be taken away from the dining tables through manually or trolleys to the dish wash area. The contractor shall ensure that sufficient man power is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of mess assets and premises, by an overall minimum man power of 14 (fourteen) for Aravali , 06 (Six) for Kalpana Chawla Hostel. The workmen shall be placed at all times under exclusive supervision of the contractor.
- 3.21 The attendance of the mess workers shall be checked from time to time and in case of deficiency in deployment of man power, as explained in clause 3.20 above, penalty shall be imposed @ Rs. 500/- (Rs five hundreds only) for each shortfall and recovery shall be made for a period to be assessed by the HEC. The decision of the Chairman, HEC shall be final and binding in this regard.
- 3.22 The garbage collected from the kitchen, dining halls, dish wash area will be disposed off every morning in Sulabh Safai Kender (SSK) of the Institute by the contractor. The surroundings shall be kept clean and hygienic. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily. The contractor shall ensure that stray cattle, such as pigs, dogs, cows, etc. do not consume any food within the hostel premises.
- 3.23 The mess shall function on all the teaching and the examination days throughout the semester and



will not be allowed to be closed on any day, including holidays, for any reasons whatsoever. If mess is to be closed on any holidays/semester break/festivals a prior written permission is to be taken by HEC.

- 3.24 Contractor will arrange/serve the food/snacks etc. in the Institute/hostels Functions e.g. Hostel Day, conferences or cultural events etc. with the same man power in PEC University of Technology, Sector 12, Chandigarh on mutually agreed price. The contractor shall make special arrangements to organize a lunch/dinner for the residents and the visitors as per the directions of the HEC/Institute. The rates of this dinner shall be decided in consultation with the HEC/Institute. However, the HEC/Institute reserves the right to appoint another vendor of their choice for hosting the lunch/dinner on that day, without assigning any reason, in such a case, the contractor will not be paid the cost of the lunch/dinner for that day.
- 3.25 The contractor shall not be allowed to use the hostel or mess premises to offer any messing facility beyond the scope of the contract unless agreed to by the HEC.
- 3.26 The HEC shall be authorized to impose a fine on the contractor in case of sub-standard quality of food items, malpractice, lack of hygiene or violation of any of the conditions of the contract subject to a maximum penalty of 20 (twenty) percent of the daily bill of the contractor for each day of default.
- 3.27 The hostel residents have right to take meals first in the mess. Persons, other than the hostel residents, may also be allowed to use the mess facility by buying coupons if the food is available for them. The responsibility of issuing coupons shall lie with the contractor. The rate of the coupon shall be fixed by the HEC, provided always that the sum total of the cost of breakfast/lunch/dinner coupons is at least equal to the contract price of one day's meals per person.
- 3.28 Protection of staff of DSA and Hostel residents from any accident/hazardous incident in Hostel/mess is the moral duty of the contractor.
- 3.29 Water overhead tank and water coolers installed in the mess area should be cleaned and maintained by the contractor as per the instructions of the hostel authority.
- 3.30 The tea spoons, table spoons, forks, knives, stainless steel tumbler glass, katories etc should be counted once in a month and the contractor will be responsible for the loss of any items and make up the loss if found in shortage.
- 3.31 For sick students, the contractor shall arrange to serve "sick diet" as mentioned in menu (Chapter 4 of tender document) in the dining area/hostel rooms of the student as and when required. **In case of girls hostel, lady attendant will serve the food in the residents room.**

**Chapter 6**  
**ARTICLE-4**

- 4.0 Employment of workmen by the contractor
- 4.1 The staff employed in the mess shall be provided with uniform by the contractor as per their job assignments and they shall wear it compulsorily while on duty. The colour and style of the uniform shall have prior approval of the Chairman, HEC. The staff shall wear clean and ironed uniform while on duty and look presentable while on duty.
- 4.2 The contractor shall employ honest, only adult (more than 18 years) and trained staff with good health and sound mind for all services. He shall also nominate/appoint a qualified and experienced mess manager (with a qualification in catering/hotel management/cookery) acceptable to the DSA/HEC to take order/instructions from the DSA/HEC and the hostel administrations.
- 4.3 The contractor shall ensure that all employees engaged by him are free from communicable/infectious disease. Medical Officers of the institute or as specified by the DSA/HEC will conduct medical examination every 6 (six) months or as decided by the DSA/HEC. The cost of the medical examination will be borne by the contractor. If in the opinion of the DSA, any of the contractor's employee (s) is found to be suffering from any such disease or if any employee (s) of the contractor is found to have committed misconduct or misbehavior, the HEC/DSA shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the HEC/DSA. The DSA shall be entitled to restrain such employee(s) from entering the mess premises. Thereafter the contractor shall have to provide a substitute(s) within a reasonable time. He shall also be responsible for the police verification of his staff.
- 4.4 The contractor shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the DSA time to time. The contractor shall have the right to appoint and to take appropriate disciplinary actions against its workers to fulfill his obligations under this agreement provided due process is followed and the action is in accordance with industrial employment (standing order) act 1946 and the Chairman, HEC is kept informed. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedent are not acceptable to the DSA/HEC.
- 4.5 In case, the DSA suffers loss of any nature on account of the contractor or his employees for not following security/safety regulations/instructions, the contractor shall be liable to make good the loss as determined by the DSA at its sole discretion and the DSA shall have the right to recover such losses, etc. from the dues payable to the contractor and or security deposit, etc.
- 4.6 The contractor shall not appoint any sub-contractor for the work assigned to him without the written permission of the DSA/HEC.
- 4.7 The contractor's staff shall not be treated as the DSA/institute's staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of all statutory provisions of relevant labour and other laws applicable from time to time in carrying out the above job. The DSA shall not be liable to any penalty under relevant rules, enactment or related regulations for which the contractor is responsible under the law. However, if the DSA is forced to pay any cost of any nature on account of the contractor's liabilities, the said cost shall be recovered from the dues payable to the contractor.
- 4.8 The contractor shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactment viz. minimum wages act, payment of wages act, industrial disputes act, gratuity act, contract labour (regulations and abolition) act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The DSA shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of the acts, etc. hence non-compliance or violation of any of these provisions of any of the acts would lead to

the immediate termination of the contract, performance security and EMD will be forfeited. The contractor shall maintain all records required to be maintained under statutory enactment and the Chairman, HEC and his authorized representatives shall be entitled to inspect all such records at any time.

- 4.9 The contractor shall ensure that the minimum wages are paid to the employees in the presence of a nominee of the DSA/HEC.
- 4.10 The contractor shall, at his own expense, take workman's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the DSA. The contractor shall further, at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of award of contract.
- 4.11 The workers should have worked in large canteens, hotels, messes and should have the knowledge and aptitude of preparing food according to menu. The contractor shall have to mobilize his resources so as to commence the work within 10 (ten) days from the date of award of the work.
- 4.12 The mess premises shall always be in possessions of the DSA/HEC and the contractor is only permitted to enter the premises to manage the mess. Whenever the contract is terminated or cancelled or concluded and the DSA decided that the contractor should not be allowed to run the mess, the DSA shall be entitled to restrain the contractor from entering PEC University of Technology, Chandigarh campus as well as the hostel premises.
- 4.13 The replacement of electrical items such as bulbs, tubes etc. would be done by the Chairman, HEC against the fused/damaged items. No replacement otherwise would be carried out if the fuse/damaged material are not returned. The contractor should advice his employees to strictly observe the normal practice for use of electrical fixtures and fittings.
- 4.14 Income tax shall be deducted from all payments made to the contractor as per rules and regulations in force and in accordance with the income tax act prevailing from time to time. Chairman, Hostel Executive Committee (HEC) of the respective hostel will ensure the deduction before making any payment to the contractor.
- 4.15 The mess manager/workers of the contractor can be provided one/two rooms (if available) only in boys hostel to stay in the hostel premises or in the institute campus. No male worker will be allowed to stay in the Girls hostel.
- 4.16 The contractor shall make his own arrangement for the transportation of his employees.
- 4.18 Contractor shall provide two meals and two tea to DSA Hostel staff (Manager-1, Accountant-1, Mali-2, sweeper-3, peon-1, club attendant-1) which fall in their duty hours during "mess on" period only. The quoted rates in the tender are inclusive of the meal & the tea to the above staff.
- 4.19 Issues, not specifically clarified in the contract, shall be settled with mutual consent between contractor and DSA/HEC, without vitiating the basic premises of the contract.

**Chapter 6**  
**ARTICLE-5**

5.0 **Rates of meals and terms of payments:**

- 5.1 The rates of meals per day per student shall be Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- 5.3 The aforementioned rates shall remain in force till \_\_\_\_\_ from the date of commencement of the work, during this period the rate shall not be revised under any circumstances.
- 5.4 The rates so fixed are inclusive of all taxes as on the date of award of the work. However, if any new tax, duty or levy is imposed or enhanced by the Government/Local Bodies subsequent to the award of work, the same shall be reimbursed on production of proof of payment.
- 5.5 The contractor shall prepare bill on the basis of monthly billing of actual number of hostel residents for each month including extra messing, rebate etc for the entire month on or before of 5<sup>th</sup> day of the next month and will submit to the Chairman, HEC for necessary payment. The payment to the contractor will be released in two installments i.e. first 50% payment will be released before 5<sup>th</sup> of a month after deducting rebate, penalty points and other charges like water, electricity, gas, rent and deducting Rs 3/- per student per month as collection charges etc. and second 50% after 20<sup>th</sup> of the month only after the submission of photocopies of EPF, ESIC etc chalang receipts obtained from the respective designated offices at Chandigarh along with their salary bill (with the name of employee) to Chairman, HEC (Hostel Warden) office.
- 5.6 As per rules, it is compulsory for the residents to join the mess. However, exemptions are granted to the residents as per “Mess Rebate Rules” enclosed **Annexure-2.4 of the tender document**. The payments to the contractor shall be subject to these rules.
- 5.7 It will be the responsibility of the hostel administration to raise and collect individual mess bills from the residents. For this, hostel administration will charge Rs 3/- per student per month for this from the contractor.
- 5.8 In respect of articles of extra messing, the rates shall be decided by the contractor in consultation with the HEC. The contractor shall not be allowed to serve articles of which the rate is not mutually agreed upon.
- 5.9 Any claim or compensation for any cause whatsoever for which there is no provision in the contract shall be made in writing to the Chairman, HEC within one week of the occurrence of the event due to which the claim or compensation is claimed, with a copy to the DSA. No claim made after the time prescribed shall be entertained or considered.

**Chapter 6**  
**ARTICLE-6**

**6.0 General Instructions to the Contractor:**

6.1 Performance Security Deposit:

The contractor shall be required to deposit (as per Table 1 of Chapter 1) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by a Demand Draft/FDR/bank guarantee drawn in favour of DSA, PEC University of technology, Chandigarh as performance security deposit towards successful execution of the messing contract.

The performance security deposit shall be retained up to and including 60 (sixty) days after the contract is over. The DSA shall have an unqualified option to forfeit the same if the contractor fails to honour any of its commitments under the contract and/or in respect of any amount due from the contractor to the DSA.

The Performance Security Deposit shall be refunded to the contractor without any interest 60 (sixty) days after the expiry of the contract or within 15 (fifteen) days from the date of the issue of a non-dues certificate from the respective Chairman, HEC subject to the fulfillment of all contractual obligations by the contractor.

**6.2 Termination:**

The DSA shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violations of minimum wages act and other statutory law or of any of the other terms and conditions of the contract. A notice in writing from the DSA to the contractor shall be issued giving 60 (sixty) days time for such terminations and vacations of the premises, without assigning any reason thereof.

If all or part of the contract is terminated in accordance with the provisions contain above, the DSA shall pay to the contractor charges up to the effective date of termination. However, the termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

**6.3 Regarding Compliance of Statutory Provisions:**

6.3.1 The contractor shall be required to obtain requisite license from the office of the Labour Commissioner, EPF, ESIC and from the Health Authority, Chandigarh as per prevention of Food Adulteration Act at his own cost under the aforementioned Act (if applicable as per law).

6.3.2 The contractor shall be wholly responsible regarding the payment of minimum wages to the mess workers as per the order issued by the Labour Commissioner time to time.

6.3.3 The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.

6.3.4 The contractor shall abide by all the rules and regulations of the labour court and other laws and rules framed there under and maintain all the registers required under the above mentioned Acts, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.

6.3.5 The contractor shall be solely responsible with regard to the supervision, salary/wages, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Labour Commissioner Chandigarh under the Minimum Wages Act as in force from time to time.

6.3.7 All employees of the contractor shall carry identity card issued by the contractor at all times.

6.3.8 **For Inspection of Record:** Contractor shall submit statutory records quarterly, pertaining to required to be maintained under the Labour Laws and other statutory bodies, to the DSA, PEC University Chandigarh or any other person authorized by him shall be entitled to inspect the original record. The contractor shall make the record available for inspection thereof as and when required by the DSA and provide photo copies of the record to the Chairman, Hostel Executive Committee monthly

6.3.9 That the Contractor will give an affidavit and/or undertaking in favour respective Hostel Executive Committee **every following month** to the effect that he has paid wages to his workers and also complied with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act. A pro-forma to this effect is enclosed herewith as **Annexure 6.1** to this agreement.

#### **6.4 Responsibility for Proper Upkeep of Buildings and Services:**

The Contractor shall be the custodian of the mess premises, all installations, furniture, furnishings, equipment, utensils, gadgets, etc., supplied by the DSA/HEC as part of the establishment. It is the responsibility of the contractor to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the contractor takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good condition shall devolve upon the contractor. For this purpose the contractor shall have to maintain close liaison with the HEC and the Chairman, HEC to seek their support and advice in the matter.

#### **6.5 Interpretation of Contract Documents:**

6.5.1 Several documents forming the contract are to be taken as mutually explanatory. **Should there be any discrepancy, inconsistency, error or commission in the contract, the matter may be referred to the DSA/HEC** who shall give his decision and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the DSA/HEC shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

6.5.2 Wherever it is mentioned in the Scope of Work that the contractor shall perform certain work or provide certain facilities, it is understood that he shall do so at his cost and the value of the contract shall be deemed to have included the cost of such performance and provision so mentioned.

6.5.3 All material and services shall satisfy the high standards befitting the reputation of the Institute/DSA.

6.5.4 The contractor, in accepting the quoted rates/prices shall for all purposes whatsoever be deemed to have independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same. **The Scope of Work is only broadly defined and the finer details shall be finalized by the Chairman, HEC/HEC during the course of the execution of work.**

6.5.5 The Contractor shall be deemed to have examined the contract and tender documents, to have obtained his own information in all matters whatsoever that might affect the carrying out of the work at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in the description or quantity or omission there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of the material and labour and the type of work involved, etc., and as to what all works he has to complete in accordance with the contract document whatever be the defects, omissions or errors that may be found in the contract document. The contractor shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing conditions,

about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for payment of Government taxes, other charges, levies, etc.

- 6.5.6 Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.
- 6.5.7 It is expected that should the contractor have any doubt as to the meaning of any portion of the contract document he shall set forth the particulars thereof in writing to the DSA before signing the contract. The DSA shall provide such clarification as may be necessary in writing to the contractor. Such clarification as provided by the DSA shall form a part of the contract document.
- 6.5.8 No verbal agreement or inference from conversation with any office or employee of the DSA before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/obligations contained herein.
- 6.5.9 If the contractor or his employees break, deface or destroy the property or the establishment belonging to the DSA/Institute during the execution of the Contract, the same shall be made good by the contractor at his own expense and in default thereof, the DSA/HEC may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the HEC shall be final).
- 6.5.10 All compensation or other sums of money payable by the contractor to the DSA and the recoveries to be made under terms of this contract may be deducted from his Performance Security Deposit or from any sums which may be due/may become due to the contractor or any account whatsoever and in the event of his Performance Security Deposit being reduced by reasons of any such deduction the contractor shall within 10 (ten) days make good in the form of a bank draft of any sum or sums which may have been deducted from his Performance Security Deposit, or any part thereof.
- 6.5.11 No interest shall be payable by the DSA for sums deposited as Performance Security Deposit and EMD.
- 6.5.12 The Performance Security Deposit shall be refunded after the expiry of the defect liability period of 2 (two) months as stipulated in the contract and after the work is over to the full satisfaction of the Chairman, HEC or within 15 (fifteen) days from the date of issue of a "No Dues Certificate" from the HEC, whichever is later.

## **6.6 Forfeiture of Performance Security Deposit:**

In case the DSA is obliged to make any recoveries on any account from the Performance Security Deposit of the contractor, the contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the contractor shall have to pay an interest of 12 percent per annum for the period of delay in making good the Performance Security Deposit.

## **ANNEXURE 6.1**

### **AFFIDAVIT**

I, \_\_\_\_\_ s/o \_\_\_\_\_ Director of \_\_\_\_\_, do hereby declare and undertake as under:-

1. That in the capacity of Contractor by M/s \_\_\_\_\_ (description of Principal Employer) I have complied with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 in holding a valid license under the Act and the Rules thereto. I have paid the wages for the month of \_\_\_\_\_, to all my employees and no dues are payable to any employee.
2. That I have covered all the eligible employees under Employees Provident Fund and Miscellaneous Provisions Act and the Employees' State Insurance Act and deposited the contributions under our code numbers \_\_\_\_\_ for the following month and as such no amount whatsoever is payable. The challans showing about the deposits made by us are enclosed herewith.
3. I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the principal employer for my lapse, I undertake to reimburse the same or the principal employer is authorized to deduct the same from my dues as payable.

Dated:

Contractor  
Seal & Signature



**Chapter 6**  
**ARTICLE-7**

- 7.0 Period of Contract: Seven months initially.  
[Refer article 3.2. of Chapter 6 for detail]
- 7.1 Time of Mobilization: The work covered by this contract shall commence on the prescribe dates of the work order after the receipt of communication for the start of contract, in the form of a letter/fax message.

**7.2 Contractor's Subordinate Staff and their Conduct:**

The contractor on or after the award of the work shall name and appoint/depute a qualified mess manager having sufficient experience in carrying out work of similar nature (with a qualification in catering/hotel management/cookery), to whom the establishment shall be handed over and the instructions for work shall be given. The contractor shall also provide to the satisfaction of the Chairman, HEC sufficient and qualified staff to supervise the execution of the work, including those specially qualified by previous experience to supervise the types of work comprised in the contract in such manner as shall ensure work of a high standard commensurate with the reputation of the Institute/DSA. The contractor shall appoint skilled cooks so as to ensure that the food preparations are of good taste and to the satisfaction of the residents.

- 7.2.1 If and whenever any of the contractor's employees shall, in the opinion of the Chairman, HEC, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Chairman, HEC, it is undesirable for administrative or any other reason for such person or persons to be employed in the work, the contractor if so directed by the Chairman, HEC, shall remove such person/persons from employment within a reasonable time. Any person or persons so removed from work shall not again be employed in connection with the work without the written permission of the Chairman, HEC. Any person so removed from work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any persons removed from work, he shall do so and bear all cost in connection therewith.
- 7.2.2 The contractor shall be responsible for the proper behavior of all the staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular shall be bound to prohibit and prevent any employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The contractor shall be responsible thereof and relieve the DSA of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the DSA/HEC on any matter arising under this clause shall be final.
- 7.2.3 If and when required by the DSA, all contractor's personnel upon entering the Institute/hostel premises shall be properly identified by badges of a type acceptable to the DSA which must be worn by them at all times during duty hours.

**7.3 Sub-Letting of Works:**

No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly to any person, firm or whosoever.

**7.4 Power of Entry:**

If the contractor does not commence the work in the manner described in the contract document or if at any time in the opinion of the Chairman, HEC, the contractor: (a) fails to carry out the works

in conformity with the contract documents; or (b) violate any of the statutory provisions including but not restricted to the Minimum Wages Act; or (c) fails to carry out the works in accordance with the contract schedule; or (d) substantially suspends the work without authority from the DSA/HEC; or (e) fails to carry out and execute the works to the satisfaction of the Chairman, HEC/HEC; or (f) fails to supply sufficient/suitable meal material or things; or (g) commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after a notice in writing being given to the contractor by the Chairman, HEC requiring such breach to be remedied; or (h) if the contractor abandons the works – then, in any of the such cases, the DSA/HEC shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with the work by his agents, workmen and the supervisors as the Institute in its absolute discretion may think proper to employ without making payment to the contractor for the said material other than such as may be certified in writing by the Chairman, HEC to be reasonable, then the amount of such excess as certified by the Chairman, HEC shall be deducted from any money which may be due for work done by the contractor and be made good under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the DSA by the contractor and the DSA shall have the power to sell in such manner and for price as it may think fit all material pertaining to the contractor and to recover the said deficiency out of the proceeds of the sale.

#### **7.5 Force Majeure:**

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term “force majeure” as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.

The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the DSA without any penalty.

If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the DSA shall have the option of canceling the contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the DSA under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

#### **7.6 Release of Information:**

The contractor shall not communicate or use in advertising, publicity, sales releases or in other medium, photographs, or other reproduction of the work under this contract.

#### **7.7 Completion and extension of Contract:**

I. Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of the contract. Fresh agreement shall have to be drawn if both parties to the contract agree to extend the period of contract beyond 1 (one) years (two semesters) by mutual consent.

II. In case the contract is extended, the per day dining rate will be allowed to increase by 10% during the extended period and no further enhancement will be allowed.

#### **7.8 Schedule of Rates and Payments:**

The price to be paid by the DSA/HEC to the contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor as per the terms of the contract shall be ascertained by the application of the schedule of rates and payment shall be made accordingly to the work actually executed and approved by the Chairman, HEC.

#### **7.9 Schedule of Rates to be Inclusive:**

The prices/rates accepted by the contractor shall remain firm till the issue of final certificates and shall not be subjected to any escalation. The prices/rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the work and material required though the contract may not have fully and precisely incorporated them. The opinion of the Chairman, HEC as to the items of work which are necessary and reasonable for completion of the work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents. The generality of this provision shall not be deemed to be cut down or be limited in any way because in certain cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the prices/rates.

#### **7.10 Receipts for Payment:**

The receipt for payment made on account of the work when executed by a firm must be signed by a person holding due power of attorney/appointed by the contractor in this respect on behalf of the contractor, except when the contractors are described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

#### **7.11 Completion Certificate/No Dues Certificate:**

When the contractor fulfills his obligations under the contract, he shall be eligible to apply for a Completion/No Dues Certificate in respect of the work. The Chairman, HEC shall normally issue to the contractor the completion certificate within (1) one month of receiving an application from him to the effect that the work has been completed in accordance with and as set out in the contract. The contractor, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

#### **7.12 Accident or Injury to Workman:**

The DSA/HEC shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor. The contractor shall indemnify and keep the DSA/Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.

#### **7.13 Damage to Property:**

The contractor shall be responsible for making good to the satisfaction of the Chairman, HEC any loss or damage to any structures and properties within the hostel premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the contractor, his employees, agents, representatives or sub-contractors, he shall make good the loss as assessed by the Chairman, HEC.

#### **7.14 Labour Laws:**

- a) No worker below the age of 18 (eighteen) years shall be employed at the work.
- b) The contractor shall not pay less than what is provided under the law to labourers engaged by him for the work.
- c) The contractor shall at his own expense comply with all labour laws and keep the DSA indemnified in respect thereof.
- d) The contractor shall pay equal wages for men and women in accordance with the applicable labour laws.
- e) The contractor shall employ specified manpower to ensure due performance of the contract to the satisfaction of the Chairman, HEC and of quality specified in the contract.
- f) The contractor shall be solely responsible as regards salary/wages and service conditions and terms extended by the contractor to his workmen and shall in this connection maintain requisite records and comply with all laws/enactment, rules and regulations and orders applicable to the contractor's employees/workmen in general and in particular laws/enactment, rules and regulations and orders dealing with employment of contract labour, payment of minimum wages, fire and safety regulations relating to employment of female workforce, security arrangements and such other rules and regulations as may be applicable at present or made applicable hereafter. In particular proper procedures and due process shall be followed as per laws and act in force when a worker has to be removed from service.

#### **7.15 Safety Regulations:**

In respect of all labour, directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, Fire safety, regulations, rules and orders made there under and such other acts as applicable.

#### **7.16 Arbitration:**

7.16.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.

7.16.2 If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to precede de-novo.

7.16.3 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.

7.16.4 It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.

7.16.5 The venue of arbitration shall be at Chandigarh.

7.16.6 Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

**7.17 Jurisdiction:**

The contract shall be governed by and constructed according to the laws in force in India. The contractor shall hereby submit to the jurisdiction of the courts situated at Chandigarh for the purpose of actions and proceedings arising out of the contract and the courts at Chandigarh shall have the sole jurisdiction to hear and decide such actions and proceedings.

**7.18 General Rules:**

Smoking and drinking within the entire area of the Hostel in particular and the Institute campus in general are strictly prohibited. Violators of this rule shall be prosecuted as per law and discharged immediately. All the workers engaged for the work shall wear clean uniform (Pant, Shirt, Chef's Hat, shoes, badges etc.) while on duty, approved by the DSA/HEC.

Chairman & Vice Chairman, Hostel Executive Committee,  
PEC University of Technology  
Chandigarh -160012