

# **Tender Document**

**For**

**Catering and Caretaking Contract**

**At**

**Punjab National Bank Institute of Information  
Technology**

**Vibhuti Khand, Gomti Nagar,  
Lucknow-226010.**

**Phone No. 2721173, 74**

**email: [bankingtech@pnbiit.co.in](mailto:bankingtech@pnbiit.co.in)**

## **Tender Notice**

PNBIIT, an autonomous body, a registered society under society act, 1860, the premier Institute in IT Training and set up by Punjab National Bank, invites sealed tenders from catering management companies, caterers, hotels (hereinafter contracting firms/contractors) and engaged in the business of catering and caretaking arrangements for **at least five years** for providing Catering and Caretaking Arrangements in the Institute situated in Vibhuti Khand, Gomti Nagar, Lucknow.

Tender documents may be collected from the Sr. Manager (Administration), PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow on any working day **between 10:00 hrs. to 17:00 hrs. on or before 12.12.2009** against payment of Rs. 2,000/- through crossed demand draft (non refundable). **The duly filled tender documents may be submitted latest by 14.12.2009 upto 3 pm.** The scope and other details of the contract are given in the annexures. The same can also be downloaded from Institute's website **www.pnbiit.com**. In case the tender documents are downloaded from Institute's web site, the bidder has to pay the cost of tender documents through demand draft at the time of submission of the tender. **No form will be accepted without paying tender documents cost.** Tenders not satisfying the procedures prescribed in the Tender documents and/or received without earnest money deposit and/or received without signed copy of general terms and conditions in token of acceptance thereof **shall be treated invalid and rejected summarily.**

**The Institute reserves the right to reject any or all offers without assigning any reason thereof.**

### **1. Procedure for Submitting Tender**

The tenders are to be submitted in one envelope containing two separate sealed envelopes mentioning thereon the **envelop no.1** and **envelop no. 2** and contents as indicated below:

#### **1.1 Envelop Number-1 ( Pre-qualification Bid/ Technical Bid)**

Cover forming part-I of the Tender shall be superscribed with words **Tender for Catering & Caretaking Services Contract at PNBIIT (pre-qualification bid)** on the format of pre-qualification bid enclosed herewith.

Envelope number-1 must contain crossed demand draft of Rs. 50,000/- (Rs. Fifty thousand only) towards earnest money in favour of PNBIIT, Lucknow along with the duly filled up tender documents signed by the tenderer on each page after affixing rubber stamp of the firm/company. Any cutting should also be authenticated by the tenderer against his/her full signatures.

**Financial / price for the services should not be quoted in the bid, failure to do so will render the bid invalid.**

Signatures of Contractor / Authorised signatory

## **1.2 Envelop Number-2 (Commercial Bid)**

Sealed cover forming part-II of the Tender shall contain only **rates / price for the services** which should be superscribed with words “**Tender for Catering & Caretaking Services Contract at PNBIIT “(Commercial bid)”** on the format of **PART –II, commercial bid** as provided with the tender documents. It must be signed by the tenderer / Authorized Signatory of the firm after affixing rubber stamp of the firm/company without which the tender will be rejected.

**Both the Sealed covers containing part-I and part-II shall be put in another third envelop and sealed properly superscribing the words “Tender for Catering & Caretaking Services Contract at PNBIIT-2009”** addressed to the Assistant General Manager (Admin.), PNBIIT, Lucknow-226010 and dropped in tender box at the Admin. Department of the Institute **on or before 14.12.2009 upto 3 pm.**

(i) Any tender received after the prescribed time will not be accepted / considered for opening.

(ii) All concerned may note that only part-I of the Tender shall be opened **at 17:00 hrs. on 15.12.2009** for pre-qualification of the Contracting firms. Part-II of the Tender will be opened on the date and time to be notified later in respect of only those Contracting firms, which satisfy the prescribed prequalification norms.

**1.3 Definition** In the documents unless mentioned or expressed clearly, the terms Bidder or Contractor, Tenderer, Institute, PNBIIT would have meaning as below:

- a. **Bidder, Tenderer, Contracting Firm or Contractor** : the company, Contracting firm participating and quoting for the tender.
- b. **PNBIIT, Institute** : Punjab National Bank Institute of Information Technology, Vibhuti Khand Gomti Nagar, Lucknow.

## **1.4 Schedule of Tender**

- (i) Date of tender notice .....23.11.2009 / 24.11.2009
- (ii) Last date of issuance of tender forms.....12.12.2009
- (iii) Last date for submission of tender .....14.12.2009 upto 3 pm
- (iv) Date and time of opening of Technical / Prequalification Bid. **15.12.2009 at 5 pm**
- (v) Venue of opening of tender. **PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow.**

**1.5 Signing of contract** The successful bidder shall be required to enter into a contract with PNBIIT within 15 days of the award of the tender or within such extended period as may be specified by the Director of the Institute. The bidder needs to intimate the Institute about acceptance of all the terms and conditions in the work order in writing duly signed by proprietor / partner or authorized signatory.

For any further details/clarifications one may, contact Mr. Deepak Singhal, Sr. Manager (Admn.) at PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (Telephone No. 2721173, 74) (Email: [bankingtech@pnbiit.co.in](mailto:bankingtech@pnbiit.co.in))

Signatures of Contractor / Authorised signatory

## **2. Eligibility Criteria for Pre-qualification**

The contractor should have been in the business of **Catering & Caretaking Services** at least for last 5 years with an annual turnover in **Catering & Caretaking** business alone of at least **Rs. 25 lakh** ( Rs. Twenty Five Lac only) each year during the last three years. In support of the above, the contracting firm should furnish the following documents along with Prequalification bid. ( envelope-I)

*(a) Profile giving complete details about the firm, including period for which it is in the business, duly signed by an authorized person(s).*

*(b) Annual accounts of the firm for last three years duly certified / Audited.*

- 2.1 Contractor / Contracting Firm should have at least 5 years satisfactory experience of providing **Catering & Caretaking Services in** /Reputed Hotels / Guest Houses/ Training Centres / PSUs / Central / State Govt./ Industries.
- 2.2 The Contractor / Contracting Firm may take a visit of the Institute for taking an idea of the job to be undertaken.
- 2.3 Contractor / Contracting Firm should have staff having professional qualifications in **Catering & Caretaking Services.**
- 2.4 The track record of the Contractor / Contracting Firm should be clean and should not have any involvement in illegal activities or financial misappropriation / frauds etc. Tenders must be accompanied by declaration to this effect on the letter head of the contracting firm and duly signed by an authorized person (**As per annexure-III**).
- 2.5 The Contractor / Contracting Firm should deposit Rs.50,000/- by means of a Demand Draft in favour of PNBIIT payable at Lucknow as Earnest Money Deposit(EMD) along with Part-I of the tender. The EMD shall not earn any interest. The EMD of the unsuccessful contracting firms would, however, be refunded only after finalization of the tender (without any interest).
- 2.6 **The authorized person of the contracting firm must put his signature in all the pages of the tender documents invariably in having accepted all the terms and conditions in respect of this tender work.**
- 2.7 The Contractor / Contracting Firm must be registered with provident fund, ESI, Sales Tax/Central Sales Tax/VAT department and should have PAN / TAN from Income Tax Department.
- 2.8 The details of establishments (names, addresses, telephone no. etc.) where **Catering & Caretaking Services** are currently being rendered/ have been rendered with value and period of the contract be furnished with the bid.
- 2.9 Solvency certificate of value Rs. 5 Lac from any nationalized / scheduled commercial bank be furnished.
- 2.10 Certificates from the clients regarding the quality and duration of services rendered during the last 3 years shall also be furnished.
- 2.11 Any bidder / Contractor who is having criminal record is not allowed to participate in the bidding process.

**It may be noted that tenders not accompanied by any of above documents will be liable for rejection.**

Signatures of Contractor / Authorised signatory

### **3. Check list for Pre-qualification bid (Part-I) for Catering & Caretaking services**

#### **Informations is to be provided by the contractor:**

- 3.1 Name of the Contractor / Contracting Firm.
- 3.2 Constitution/Memorandum and Article of Association duly certified.
- 3.3 Complete address of the Contractor / Contracting Firm.
- 3.4 Telephone, Fax & E-mail etc. of the Firm.
- 3.5 Name(s) of the proprietor, partner(s)/Director.
- 3.6 Their address/telephone no.
- 3.7 Year of establishment.
- 3.8 Income Tax PAN / TAN no and Income Tax assessment for last 3 years.
- 3.9 VAT/ Sales Tax /CST registration no. and Sales Tax clearance of last 3 years.
- 3.10 Registration details of the Contractor / Contracting Firm.
- 3.11 Experience detail of establishment, where **Catering & Caretaking Services** are currently being rendered with value, for last 5 years period of Contract.
- 3.12 EPF No. (Attested copy of registration is required to be enclosed).
- 3.13 ESI No. (Attested copy of registration is required to be enclosed).
- 3.14 Annual Turnover of last three years, with documentary proof.
- 3.15 Declaration on the letter head of the contracting firm that it has never been involved in any illegal activities (As per **annexure-III**).
- 3.16 A demand draft of Rs.50, 000/- drawn in favour of PNBIIT, payable at Lucknow towards earnest money deposit.
- 3.17 Solvency certificate of value Rs.5 lac from any nationalized / scheduled commercial Bank.
- 3.18 Certificates from the clients regarding the quality and duration of services rendered during the last 3 years shall also be furnished.
- 3.19 Ensure that Each page of this tender application has been signed by the contractor / authorized signatory at desired place in order to assure that they have read and gone through all the terms and conditions of the tender.
- 3.20 Both the technical and commercial bids are put in a separate envelopes, properly sealed and then kept in another third envelop as per the instructions in the para "**Procedure for Submitting Tender.**

**It may also be noted that tender not accompanied by anyone of the above information may be summarily rejected.**

Signatures of Contractor / Authorised signatory

**Part - 1**

**4. Technical / Prequalification Bid**

1. Full Name of the Contractor / Contracting Firm: -----  
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2. Complete Address of the Contractor / Contracting firm. with Telephone & Fax No. e-mail etc. -----  
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-----
3. Year of Establishment : -----
4. Constitution of the Contractor / Contracting Firm (Whether Company/Firm/Proprietorship) : -----  
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-----
5. Name, addresses and telephone No. of Directors /Partners/Proprietor : (i) -----  
(ii) -----  
(iii) -----  
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6. Whether registered with the registrar of companies/registrar of firms. If so, Mention registration number & date : -----  
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7. Name and address of Banker(s) : (i) -----  
(ii) -----  
(iii) -----
8. Mention sales tax/ VAT registration number and date. No.-----  
Copy attached Not Attached
9. Furnish copies of sales tax (VAT) Clearance certificate for last 3 years. assessment Attached Not Attached
10. Mention PAN/ TAN and copies of Income tax assessment & clearance Certificate for last 3 years. PAN/ TAN No. -----  
Copy Attached Not Attached

Signatures of Contractor / Authorised signatory

**Tender Document for Catering & Care Taking Services**

11. Mention EPF No. and ESI No. : EPF No.-----  
 ( Copy of EPF and ESI no must be enclosed) ESI No. -----

12. Detail of such work done for an aggregate value of Rs.25 lac p.a. by your firm during last 3 years Certified / Audited copy of accounts.

	Copy Attached	Not Attached
2006-07-	Rs.-----	Lac.
2007-08-	Rs -----	Lac.
2008-09-	Rs -----	Lac.

13. Past Experience

<b>Detail of similar work done during last Five years</b> <b>(You may also enclose a separate chart if more space is needed)</b>	Copy Attached	Not Attached
	<b>Name of Organization</b>	<b>Duration</b>
	-----	-----
	-----	-----
	-----	-----
	-----	-----

14. Certificates from the clients regarding the quality and duration of services rendered during the last 3 years shall also be furnished.

	-----	-----
	Attached	Not Attached

15. Declaration on letterhead signed by the contractor / his authorized person (As per annexure-III)

	-----	-----
	Attached	Not Attached.

16. Solvency Certificate Value Rs. 5 Lac from any nationalized / Scheduled Commercial Bank

	<b>Issuing Bank:</b> .....	
	<b>Branch.</b> .....	
	Attached	Not Attached

17. EMD (earnest money deposit ) details

DD No.....	Date.....
Amount.....	
Bank Name.....	
	Attached
	Not Attached

**Verification:**

I verify that all details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or suppressing of an material information, the bid shall liable for rejection besides initiation of penal processing by the PNBIIT, as it deems fit.

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

Signatures -----  
 of Contractor / authorized Signatory.

**Seal**

## **5. Covering Letter For Tender**

The Director,  
PNBIIT, Vibhuti Khand,  
Gomti Nagar,  
Lucknow.

Dear Sir,

With reference to the tender invited by you for the following work of:

**“Catering and caretaking arrangements”** at the Institute.

1. **I/ we** do hereby offer to execute the work under contract at the respective rates mentioned in the commercial bid. **I/ we** have seen the site, understood the conditions of contract and **I/ we** agree to execute the work as per specifications,
2. **I/ we** have deposited earnest money of Rs. \_\_\_\_\_/- (\_\_\_\_\_) by demand draft which amount is not to bear any interest.
3. **I/ we** do hereby agree that this amount shall be forfeited by you in the event of the tender is accepted and **I/ we** fail to execute the contract when called upon to do so.
4. **I/ we** understand that you are not bound to accept the lowest or any tender that you have received.

Tender submitted on \_\_\_\_\_

Yours faithfully,

Signatures -----  
of Contractor / authorized Signatory.

Date:  
Place:

Seal

**6A. Scope of work and specific conditions for Catering Services**

1. The contracting firm will have to provide catering services as per package given here under as per **Annexure I** in the tender documents for participants/faculty/guests and staff members of the Institute.
2. The Institute will provide to the Contractor the following facilities:-
  - a) Water
  - b) Electricity
  - c) Kitchen Equipments like Refrigerator, water cooler, hot case, electrical fittings in kitchen area, cooking platform, sink etc.
  - d) Furnished Dining rooms, Furniture, Storage Cupboards, Service counters, Work tables
  - e) Geysers in hostel rooms
  - f) Blankets, pillow, beds & mattresses for hostel rooms.
  - g) Buckets, mugs in bathrooms
3. The Contractor will arrange the following:-
  - a) Cool jugs with water and glasses in the hostel rooms
  - b) Crockery, Cutlery, Napkins and Utensils for serving food, water glasses, Thermos, Tea set etc
  - c) Cooking gas as per requirement
  - d) Provisions and food articles
  - e) Arrangements for lifting garbage and left out food items etc.
  - f) Bed linens, pillow covers, soaps, bath towels/ hand towels.
4. The Contractor should keep the usage of water and electricity to a reasonable level. The cleanliness and endurance of the kitchen, dining halls and cafeteria will be the responsibility of the contractor.
5. The Contractor shall be solely and wholly responsible for the procurement at his expense of all articles of food items and provisions. The Contractor shall bear complete financial responsibility for all purchases and financial commitments it may enter into for fulfilling the contract.
6. The quality of articles of food and provisions should be of good standard as specified in **Annexure-II**. The Institute's authorized representative will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provision which are found to be of unsatisfactory standard and on grounds of hygiene. Duly approved Menu will be displayed in the notice board in the dining hall.
7. The Institute will allow a few workmen of the Contractor to stay in the kitchen premises for early hour duties such as fetching milk, serving of bed-tea/coffee etc. Their presence, however, should not cause any disturbance to normal functioning of the Institute.

Signatures of Contractor / Authorised signatory

## Tender Document for Catering & Care Taking Services

8. A committee of users will be formed which will interact with the contractor on various issues. Rating of the Catering Services should always be maintained above satisfactory level in each programme. Performance below satisfactory level will be viewed seriously and suitable action will be taken against contractor including imposition of financial penalty as decided by the Institute.
9. Bed tea will be served in the hostel rooms, whereas breakfast, lunch and dinner will normally be served in the Dining Hall, Afternoon-tea, snacks, forenoon tea / coffee / snacks, will be served in the Coffee House or at such places as may be desired by the Institute. Suitable meals will be served to sick persons, persons on fast, guests etc. in their respective rooms upto the cost of the normal menu.
10. Vegetarian and non-vegetarian cooking shall be done separately.
11. The contractor on daily basis will do the disposal of leftover foods, waste material and other garbage from the Institute premises to the garbage dump away from the Institute's campus.
12. The contractor shall employ adequate staff for the canteen to ensure consistent quality of service. Such staff shall include Chef, Assistant Chefs, Kitchen Helpers, Waiters, Dining Hall helpers. etc.
13. The contractor shall also bring the commercial gas cylinder (under any circumstances domestic gas cylinder should not be used) as well & pay for the fuel consumed (under any circumstances domestic gas cylinder should not be used) . Contractor should supply the consumable items strictly as per **annexure-II** and get the same checked by the campus supervisor or official(s) of the Institute.
14. The Contractor would supply the food, tea etc. to faculty members and staff as per agreed rates.
15. The contractor shall keep adequate store of cooking materials/ food ingredients of acceptable standard at least for one fortnight and seasonal vegetables, bread, milk & milk products and fruits shall be procured by him on daily basis.
16. The contractor shall provide special catering services within the premises/campus of the PNBIIT on occasions specified by the authorized representative of the PNBIIT at rates agreed on each of such occasion.
17. The contractor shall provide clean and hygienic water and tea services to the participants, office staff, guests and guest faculty during office hours at all times and outside office hours and on holidays, if so required.
18. Complete catering & caretaking services will be provided to the programme participants, guest faculty, students of various educational courses, staff and guests of the Institute in the hostel area, administrative block, cafeteria of the PNBIIT or any where in the Institute's campus.
19. For early departure/ late arrival or absence of the participant from the programme, the contractor shall not claim any charge for such number of participants and it should be done on actual consumption basis. A participant reporting earlier or departing late shall be charged by the contractor accordingly as per break up of charges for each serve.

Signatures of Contractor / Authorised signatory

## Tender Document for Catering & Care Taking Services

20. Timings in respect of serving of food/beverages shall be decided by the Institute from time to time and contractor shall be bound to obey the same.
21. The contractor shall provide bone-china crockery, tea set, cutlery, cut-glass glassware, chaffing and service dishes, table-linens, cloth napkins etc of decent quality as approved by the Institute.
22. The contractor shall provide LPG for cooking or other raw materials of acceptable standard and quality, cooking utensils, experienced cooking and service personnel and uniform for dining and kitchen staff. The contractor shall also arrange the LPG cylinders as well as the other fuel consumed at his own cost. Under any circumstances contractor should not use domestic gas cylinder.
23. In case of sickness or other health problems to any participant(s)/trainee(s) during any programme, special meal or dishes as required shall be prepared and served by the contractor as per direction of the Institute.
24. On Holidays / Sundays, for Institute's personnel need of catering services, the caterer should provide the same. No extra charges shall be paid by the Institute except the cost of the food, tea etc.
25. During the programme as well as during break in between two programmes, the contractor agrees to provide tea, lunch, dinner etc. to the office staff & faculty members at their request, of course at their personal cost and payment of scheduled charges.
26. The contractor / his manager(s) will be present in person at the time of service of all meals/requirements.
27. Item-wise daily catering services provided will be entered in a register which will be maintained by the contractor. The contractor will also be required to furnish statement of authenticated item-wise daily catering service provided to authorized officer of the Institute.
28. If at any time from the commencement of the contract the Institute for any reason whatsoever does not require the whole part of the services as specified in the contract, the authorized officer of the Institute shall give a notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from fulfillment of the contract in full but he did not derive in consequence of full contract having not been carried out. Further, the contractor shall not have any claim for compensation by the reason of any alterations having been made in the original contract.
29. The contractor will claim extra charges as a-la-carte/ prorata basis as per breakfast/ lunch/ dinner rates fixed/ as approved when dignitaries/ Senior Management officials/ guest faculty along with faculty members join the participants at tea/ lunch/ dinner etc.
30. The contractor shall provide special dinner/ lunch /high tea as and when required by the Institute in writing at the rates mutually agreed.

Signatures of Contractor / Authorised signatory

**(Part -A)**

**Details of Daily services to be rendered to the normal trainees.**

**Hot Tea / Coffee (Early morning)**

To be served in clean Thermos flask/Tray in rooms with individual Tea/Coffee pot service (Hot tea/coffee with milk and sugar separately) in the morning as per time indicated in General Terms and Conditions of the Institute.

**Break-fast**

- a) Corn flakes or porridge with Milk.
- b) Seasonal fresh fruits-papaya/banana/any other seasonal fruits
- c) Bread toast with butter, jam **or** eggs omelets with slices
- d) Stuffed parathas with min. 200 gms curd, pickle & onion

**Or**

South Indian dishes (Idli, Sambhar-Vada,Utuppam, Dosa) & Upma.

**Or**

Puri bhaji. and white chana

- e) Tea / coffee

The above menu may be changed according to the requirement of the participants for a particular type or batch. The Institute has right to make any changes in the menu.

**Lunch & Dinner:**

- Appetizer/ soup (sweet corn/ tomato/ vegetable/non-veg.) standard quality 150ml.
- Dal (Arhar/ Chana/Urad/ Masoor/ Moong /Dal Makhani (to be served without any repetition in a week)
- Seasonal vegetable
- Vegetable with gravy
- Raita /curd
- Special Veg dish/ Non-veg dish (thrice a week) --- **125 gms.(min)**
- Chapati/ Tandoori roti/ Naan/ paratha (Tandoori roti/ Naan/ Paratha once a week minimum)
- Green seasonal salad/boiled vegetable.
- Papad / Lijjat roasted.
- pickle
- Plane Rice/ Pulav/Tamarind rice (By rotation).
- Dessert-Sweets/ Ice-Cream/ Kheer/ custurd/ Fruit-cream/ Ras-malai etc. (by rotation)

**(MENU FOR EACH DAY MUST BE APPROVED IN ADVANCE BY THE AUTHORISED REPRESENTATIVE FROM THE INSTITUTE AND PROPERLY DISPLAYED AT THE DINING HALL ON DAILY BASIS.)**

Signatures of Contractor / Authorised signatory

**Mid session services in Administrative Block:**

- **Tea and snacks for each day**
  - 11:10 a.m.— Dip Tea/ Coffee with Biscuits (sugar cubes to be given separately).
  - 12:30 p.m.— Neebu pani/ Jal Jeera / cold drinks  
(Cold Drinks like Pepsi/Limka etc. are to be served thrice a week in place of Neebu pani/ Jaljeera.)
  - 3:40 p.m. – Dip tea/ Coffee with Biscuits.
  - 5:30 p.m.-- Dip tea/ coffee with biscuits/ wafers and 100 gms pakoda or one patties or one samosa or two sandwiches.

(Note: The Time may vary as per requirement of the Institute)

The menu for special lunch/ high tea/dinner etc may be decided as per the need of the occasion and rates for the same may be negotiated with the contractor as they are not the regular feature of the scope of work.

Signatures of Contractor / Authorised signatory

**Quality of consumable items**

<b>Edible Oil</b>	: Refined oil of reputed brand like Sundrop/ Fortune/ Safola etc (to be approved by the Institute authorities)
<b>Pure Ghee</b>	: Parag/Anik/Milk food/ Amul
<b>Sealed Spices</b>	: MDH/Ashoka/ Everest
<b>Milk</b>	: Creamed Milk Parag / Amul
<b>Coffee/Tea Bags</b>	: Nescafe/Taaz /Lipton /Tata green/ Tata Tetley
<b>Sugar Cubes</b>	: Standard make
<b>Aata/Besan</b>	: Annapurna / Nature Fresh/ Kissan / Britannia / Standard Brand / Farm Fresh / Pillsbury
<b>Dal</b>	: Tur-President or equivalent, Moong -special polished
<b>Pulses</b>	: Masoor No.1 Kabuli Chana No.1 Fresh Green Peas Frozen Green Peas
<b>Rice</b>	: Basmati, Sona / Mussorie or equivalent standard brand
<b>Corn Flakes</b>	: Kallogs/ Mohan
<b>Bread</b>	: Britannia / Milkmade / Standard Brand- Calorie, Arogya
<b>Jam /Sauce</b>	: Kissan / Maggi
<b>Butter</b>	: Amul/ Parag
<b>Pickles</b>	: Navrang / Kissan / Priya
<b>Papad</b>	: Lizzat / Bikanere
<b>Biscuits</b>	: Parle/ Britannia
<b>Fruits and Vegetables:</b>	Daily Fresh Purchase
<b>Salt and Pepper for each table:</b>	Catch Brand

**Note: The Contractor should at all time ensure that he uses the specified brand only and having the latest validity.**

Signatures of Contractor / Authorised signatory

**6B. Scope of work and specific conditions for Care Taking Services**

The scope of the caretaking services shall include:-

1. Manning of one hostel receptionist round the clock & one female receptionist in the office block from 9 am to 6 pm. for attending to all incoming telephone calls and guiding the visitors. Hostel receptionist will make entry of arrival & departure of participants/ guests in the register as well as in the computer system.
2. The rooms should be kept ready for occupation immediately on vacation. At all times all the vacant rooms shall be kept in ready occupancy condition.
3. The Contractor shall attend to the following in the occupied rooms:
  - (a) Change of bed linens, towels and napkins once in two days.
  - (b) Upkeep of tableware, furniture, wall clock, intercom set, TV sets etc.
  - (c) Provision of filtered drinking water.
  - (d) Fresh linens, towel and toilet soaps (approved brands) are to be provided when a new occupant occupies the room.
4. Providing soaps (2 Nos. per occupant per week), pouch of hair oil, shampoo, mosquito repellent refills, candle, match box, toilet paper rolls and room fresheners at the cost of the contractor in occupied rooms.
5. Deliver newspaper to the participants and guests in the occupied rooms. The newspaper shall be provided by the Institute.
6. Regular washing and ironing of hostel rooms linens, towels & napkins and periodic dry cleaning of blankets.
7. The table linen/frills in the dining hall, tea service tables shall be provided by the contractor and they will be regularly washed, ironed and kept in good condition. Cost is to be borne by the Contractor. If the contractor fails to do the same, Institute will get it done at contractor's cost along with suitable penalty.
8. The Contractor shall arrange for laundry services for the participants and collect the charges directly from the participants at a rate agreed by the Institute.
9. Change of towels and soaps in bathrooms of administrative block on daily basis. Dettol hand wash to be provided in the toilets of Admin block/ Director room/ CMD room/ VIP guest rooms.
10. The Contractor will ensure that crockery, cutlery, glassware, chafing and serving dishes, linens etc. are available to accommodate all the participants. He shall arrange for better quality cutlery for the training programmes for Senior Executives separately. He will also provide service trolleys in the dining area. The Contractor shall maintain inventory of the items given to him and give inventory statement by 5<sup>th</sup> of every quarter indicating any breakage/loss of the items provided. Breakage should be kept to reasonable level. If breakage takes place due to regular usage, the contractor will have to pay 25% of the cost in respect of such breakage. Cost of any items missing and breakage due to negligence / mishandling will be recovered from the contractor fully.
11. The Contractor shall be responsible for maintaining the entire dining area (kitchen, store, dining halls, service area etc.) spotlessly clean at all times. The crockery, cutlery, furniture and utensils used in the preparation and service of food shall always be in clean and hygienic condition. The kitchen shall be open at all times for inspection to the duly authorised representatives of the Institute.
12. Liquid Soap and Napkins at the common wash basin/toilet or when otherwise needed will be provided by the contractor.

Signatures of Contractor / Authorised signatory

## Tender Document for Catering & Care Taking Services

**13.** The contractor will submit daily statements/reports regarding participants check in, Check out/rooms occupancy position/any other related reports regard catering service to Institute Authorities.

**14. Apart from catering the following components of care taking shall also be undertaken by him:-**

S.No.	Description	Periodicity	Remarks
(a)	Handing over and taking over of the Rooms To/From the participants.	On regular basis	As & when participants arrive and depart.
(b)	Change of Linens, Towels and providing Soap (of standard quality) and other essential Items (As per the approved List given to the CONTRACTOR by the INSTITUTE) for daily use, inside the Hostel Rooms.	On alternate day.	Adjustments to be made-need based.
(c)	Making adequate arrangements to organise Medicines and other essential Items whenever such assistance is called for by the participants.	On regular basis.	--DO--
(d)	Providing two receptionists one at the office reception (female) and other at the hostel reception for attending to the hostel/ office requirement.	- Administrative block 9 am to 6 pm. -In Hostel round the clock.	Hostel Reception may also stock some exclusive items like tooth paste/ tooth brush/hair oil etc. which may be supplied to the participants against payment.
(e)	Providing safe drinking water to various participants in hostel rooms and arrange the same in the class rooms.	On daily basis.	To be carried out in relentless fashion.
(f)	To maintain one set of KEYS of various Hostel Rooms, Common facilities and the Sports facility of the Institute.	Round the clock.	Safety aspect to be kept in mind. The contractor shall be solely responsible to ensure that bye-laws aren't violated Without any signs of insult to delegates.
(g)	Maintaining a record of the Consumables inside the Sports Hall & Recreation Rooms; i.e., Items like SHUTTLECOCKS, TABLE TENNIS BALLS, TENNIS BALLS etc. The Procurement and Distribution of such consumable Items shall be done as per the norms finalised by the Institute from time to time.	On daily basis	Professional inventory control/ management are essential.
(h)	To arrange trolleys /carriages for carrying bag & baggage of trainees to & from main gate of the Institute to the hostel rooms.	As & when participants arrive and depart.	As & when participants arrive and depart.

**15. Office boy:** The contractor shall also provide office boy for attending office work as per the requirement of the Institute. The payment for the same will be made by Institute over and above the charges for catering & caretaking on mutually agreed terms & condition.

Signatures of Contractor / Authorised signatory

## **6C. Special terms and conditions for manpower to be deployed and responsibilities of the contractor for Catering & Caretaking Contract at PNBIIT**

During the continuance of the catering & caretaking agreement with the Institute the contractor shall have the exclusive right of and shall be responsible for the following:

### **(1) Furniture:**

The Contractor shall be provided with:

- (i) Work table
- (ii) Dinning Table
- (iii) Dinning room furniture
- (iv) Refrigerator
- (v) Water cooler
- (vi) Hot case
- (vii) Electrical and plumbing fitting in the kitchen
- (viii) Blankets, mattresses, pillows for the hostel
- (ix) Buckets, , sleepers, mugs, etc in the hostel rooms.
- (x) Insect catchers in dining halls, exhaust fan geysers.
- (xi) The PNBIIT shall provide the electrical connection for the contract work but the same will not be used for cooking purposes.

### **(2) Crockery, Cutlery and Cooking Utensils:**

The Contractor shall arrange all hostel linens, crockery, cutlery, table linen & frills, cooking utensils and other articles that are necessary and required for running the canteen. The Contractor shall at all times keep and maintain all articles befitting to the image and standard of the Institute in a clean, neat, hygienic and tidy order.

The Contractor shall be responsible to take care of such items. The Institute will not be liable for its wear and tear and breakage/missing, if any.

The Contractor will have to replenish, missing linen, towels and pillow covers provided to him initially during the contract period and continue to render services as specified in 'Scope of the Work'.

### **(3) Minimum staff strength to be maintained by the Contractors:**

The following minimum staff will have to be arranged by the Contractor For Catering & Caretaking Services:

- |   |            |
|---|------------|
| <b>1. Supervisor/ Asst. Supervisor</b>  | <b>1+1</b> |
| Having professional qualification of Hotel Management (Minimum Diploma) and suitable experience.                  |            |
| <b>2. Female Receptionist</b>   | <b>1</b>   |
| Graduate, preferably working knowledge on computer  |            |
| <b>3. Caretaker</b>   | <b>1</b>   |
| Who will enroll entry and exit of Guests/students/trainees and will have the keys of VIP suites/Hostel rooms etc. |            |
| <b>4. Head Chef and Assistant Chefs</b>   | <b>1+3</b> |
| With atleast 5 years cooking experience, conversant in various Indian/ chinese/ Continental cuisines              |            |
| <b>5. Trained service boys/waiters</b>  | <b>10</b>  |
| (Minimum 10 <sup>th</sup> standard passed)  |            |
| <b>6. Helpers</b>   | <b>3</b>   |

**Total**      **21**

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## Tender Document for Catering & Care Taking Services

### (4) **Standard of Catering:**

A high standard of catering shall be maintained at all times with due regard to quantity, quality and purity of foodstuffs. High standard of cleanliness in preparation and handling of cooked and cut food servings should be maintained. The workmen handling the cooking and cutting directly should maintain a high level of personal hygiene and cleanliness. Courtesy should be observed while servicing the guests. For the purpose of conducting this Catering arrangement during increased activities of the Institute, the Contractor shall engage additional no. of employees besides aforesaid strength who shall be of good health and character. They should also possess quality of pleasant behavior, obedience and should be Non-smoker/ Non-Gutkha, Pan chewer. They should be conversant with Hindi and colloquial English.

The Contractor shall provide summer and winter uniforms to his staff failing which the Institute may arrange to provide the same after recovering the actual expenses on uniforms from bills payable to the Contractor. The staff of the Contractor shall wear at all times, authenticated photo identity cards issued by the contractor.

### (5) **Provisions, fruits and vegetables etc.:**

- (a) The Contractor shall be solely and wholly responsible for the procurement of all articles of food and provisions at its own cost. The Contractor shall bear complete financial responsibility for all purchases and financial commitments he may enter into for fulfilling the contract.
- (b) It will be the responsibility of the contractor to store the material purchased by him in a neat, tidy and hygienic manner in the space provided by the Institute. The Contractor shall keep adequate store of cooking materials/food ingredients of acceptable standard atleast for one fortnight and seasonal vegetables and fruits as also the milk & bread shall be procured by him on daily basis. The security of such material will be the sole responsibility of the contractor.
- (c) The quality of food and provisions shall be of good standard as specified in **Annexure-I and Annexure -II**. PNBIIT shall have authority to inspect such articles of food and provisions and shall have full powers to order discontinuance of use of such articles of food and provision which are found to be not meeting the standard set out in the contract and on grounds of hygiene. It shall be the responsibility of the Contractor to store the material in an appropriate and hygienic manner.
- (d) Raw foodstuffs such as vegetable, milk, meat, fruit etc. shall be fresh and of good quality and if found not to be fresh, it shall be rejected and the Contractor shall replace the same with fresh products. Financial penalty may also be imposed for this lapse.

### (6) **Utensils for cooking Non-vegetarian food:**

The contractor shall ensure that cooking vessels and other utensils used for preparing non-vegetarian dishes are not used, or used as accessory for cooking and serving vegetarian food.

### (7) **Service Timings:**

The timings for serving the Participants/staff/guest faculty/guest shall be as under:

**Bed Tea** (to be served in the rooms) : 6:00 AM – 6:30 AM

#### **Dining Hall service: (As per Annexure-I)**

Breakfast : 8:30AM - 9:30AM

Lunch : 1:30PM - 2:30PM

Snacks : 5:00PM - 5:30PM

Dinner : 8:00PM - 10.00PM

#### **Mid session services in Administrative block:**

Tae and snacks : (As per Annexure-I)

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## Tender Document for Catering & Care Taking Services

All the services must be supervised all the time personally by contractor/his supervisor/ asst. supervisor. The above timings could be generally observed. However, there could be exceptional circumstances warranting catering service before or beyond the above timing to which the Contractor should provide.

The Contractor shall supply and serve wholesome and hygienic meals and snack in accordance with the menu as stated in Annexures and at the rates as agreed in the contract.

**(8) Maintenance of Canteen area, dining halls, cafeteria and pantry in administrative block:**

The contractor shall keep the 'canteen area' as well as adjoining area, all dining halls, corridors, cafeteria, pantry etc. clean and tidy and use good detergent to clean and mop the area under their occupation. The chairs, dining tables and work tables have to be maintained in a clean and neat manner.

**(9) Preparation of the Menu:**

The menu for each day's breakfast, lunch, evening snacks and dinner shall be drawn up with due regard to the needs and varying tastes of the participants coming to the Institute from different parts of the country on a weekly basis in advance by the Contractor and by the representative of the Institute. Menu of the Lunch/Dinner will be displayed in the dining hall on daily basis.

**(10) Participants leaving during a Programme:**

If during the progress of a Programme, any participant does not take any of the services for whole day, no charge will be levied by Contractor for the service.

**(11) Programme and the day following the end of Programme:**

On the day previous to the day of commencement of a Programme and on the day following the last day of Programme even though such days fall within the period of the gap intervening between two programmes, Contractor shall at the prior written instruction from PNBIIT, keep the canteen open and arrange for catering service to such of the participants as are expected to be present in the hostel on such days and for such items as partaken of by them and the charges shall be calculated at the rates specified for each of the item as per contract.

**(12) Sick Participants:**

If a participant/guest faculty/staff/guest falls ill or is indisposed, they shall be provided with special diet upto the cost of the normal menu, as and so long as, needed by him, without any extra charge in lieu of the normal food supplied in the Canteen. The same shall be served in the room of such participants/guests, if so required, also without any extra charge.

**(13) Crockery, Cutlery and Cooking Utensils:**

The Contractor shall arrange all hostel linens, crockery, cutlery, table linen & frills, cooking utensils and other articles that are necessary and required for running the canteen. The Contractor shall at all times keep and maintain all articles befitting to the image and standard of the Institute in a clean, neat, hygienic and tidy order.

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**(14) Special Buffets:**

PNBIIT may decide to have additional vegetarian/non-vegetarian buffet, lunch or dinner or high tea during a Programme, the additional charges leviable by the Contractor for such special buffet (either lunch or dinner or high tea) will be agreed to by mutual discussions.

**(15) Other Terms and Conditions**

- i) Maintaining material resources and man power to render catering & caretaking services for nearly 100 to 200 participants on ongoing basis.
- ii) For the above purpose, the Contractor will be permitted to use the general hall, common hall, executive dining hall, cafeteria (coffee house), kitchen, the store rooms (two) attached to kitchen, the receiving area. The Contractor will also be allotted a pantry in administrative block to serve tea and snacks to the guests and staff of the Institute. The Contractor will also have a caretaker who will be custodian of bunch of keys of hostel rooms and allocate the rooms/VIP suites etc. to guests, students, trainees to be resided in the hostel and maintain a proper record of arrival and departure of the trainees/guests/students who have opted for hostel facilities.
- iii) In case the contractor or any of his employees fail to fulfill their obligations for any day or any number of days to the satisfaction of the Institute for any reason whatsoever he shall pay by way of liquidated damages a sum of Rs.75/- per participant per day for the entire number of such days and the Institute shall without prejudice to its other rights and remedies shall be entitled to deduct such damages from the money if any, payable by it to the contractor. The decision of the Institute will be final and fully binding on the contractor.
- iv) In consideration of the services rendered for Catering and Caretaking Arrangement to be rendered by the Contractor, the contractor shall be entitled to payments as per the contract rates on monthly billing basis.
- v) When there is no programme, the Contractor shall be paid @ Rs.500/-per day for every working day break period. However, when the break period is more than a week at any time, no charges shall be payable by the Institute to the contractor. For early departure or absence of participants/trainees from the programs, the bidder shall not claim any charges for such number of participants/trainees.
- vi) The contractor shall also maintain all registers as required by the Food & Supply department and obtain such licence(s) as required for the storage of different commodities, materials, items etc.
- vii) The contractor will have to maintain permanent records of all materials, equipments etc. supplied to him by the Institute. At the end of each quarter and also at the end of the contract period, the contractor will prepare the list of all items held by him and show them separately in good condition, repairable, irreparable and missing and make them available for the purpose of joint verification by the authorized officer of the Institute and the contractor. Cost of missing or damaged items shall be recovered from the contractor.

## **7. General Terms & Conditions**

1. This agreement shall be enforced only for a period of **24 months** from the date of execution of the contract and may be extended for another **12 months** after a review of contractors performance during this period of contract, on the same rates, terms and conditions. Expiry of the tenure of the agreement or on the termination of the contract for any reason whatsoever as per the terms and the conditions the contractor shall deliver the articles of other equipments or any other property of the Institute in his/ its possession.
2. The Contractor shall be responsible for taking good care of all furniture, equipments provided in Hostel as well as in kitchen & dining area. He should bring to the notice of Institute, the repairs and maintenance work that are required to be undertaken from time to time. If any repairs of the equipment are to be made on account of mishandling/negligence of the workmen, except normal wear & tear, the said items will be got repaired by the Contractor at their cost or the cost will be recovered from him if repairs are made by the Institute, in case of failure of the contractor for doing the same.
3. The Contractor agrees and undertakes to render the specialized first class services of the Institute **as defined in the schedule – A, B, special terms and conditions as per C.** and also as per requirement and satisfaction of the Institute from time to time. The existing services to be rendered have been set out in **Annexure-I**. Quality of consumable items will be as per **Annexure II**.
4. The contractor undertakes to abide by the terms and conditions stated in Pre-qualification & Commercial bids.
5. The contractor undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authorities for doing such work. The Contractor undertakes to obtain such permission/license as may be required under the Contract Labour Regulation and Abolition Act, 1970. The contractor also undertakes to keep and renew timely so obtained license, permission etc. from time to time. The contractor shall be responsible for any contravention of the local/municipal/other laws/rules/regulations.
6. The contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the state/central Govt. or any local body or authority. The contractor agrees to furnish such proof of payments or compliance of the obligations including Registration Certificate, clearance certificate etc. as may be required by the Institute from time to time.
7. The contractor shall keep the Institute indemnified against all the claims and liabilities, if any, mentioned in clauses 5, 6 and 34 of schedule D.
8. The contractor shall devote his full attention to the work of purchases, preparation of food and shall discharge his obligations as mentioned in the agreement most diligently and honestly.

Signatures of Contractor / Authorised signatory

## Tender Document for Catering & Care Taking Services

9. The contractor shall employ his staff as per list enclosed at **para 3 of Point no. 6C (Schedule- C,)** who would be medically fit, neat, hygienic, tidy and well behaved and shall be provided with suitable uniforms and ID cards in consultation with the Director of the Institute.
10. The contractor and all his employees shall at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by the Institute concerning any aspect of catering and caretaking services
11. In case the contractor assigns or sub-contracts this contract without written approval of the Institute or attempts to do so, the Institute shall have the right to terminate the agreement without giving any notice to the bidder.
12. The Director of the Institute shall be the sole authority to judge and decide about the quality of ingredients used in preparing the food and beverages and the quality of the services rendered by the contractor. All questions relating to the performance of the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period or matters, arising out of or relating to the agreement or payments to be made in pursuance thereof shall be decided by the Director of the Institute. The contractor hereby agrees to be bound by the decisions of the Director.
13. The E.M.D. (i.e.Rs.50000/-) submitted by the contractor in the pre-qualification bid, would be held by the Institute as Security Deposit and shall continue with the Institute in lieu of performance guarantee till the expiry of the agreement. The security deposit would be appropriated towards loss or damages caused by the contractor or the amount of value of shortage or breakage in the items entrusted to the contractor or items under care taking with the bidder or any other liability of the contractor or against deficiency in services or shortcomings in services of non-performance of the contract in part or full. No interest shall be payable by the Institute on EMD.
14. The Institute shall have the right to withhold any reasonable sums from the amounts payable to the contractor under this contract, if the contractor commits breach of any of the terms and conditions to the satisfaction of the Institute as to payment of all statutory and other uses or compliance with other obligations.
  - a. The agreement shall be terminated without notice on gross violation or by efflux of time. It may be terminated on account of un-satisfactory services by **two months** notice at the option of the Institute. The contractor shall also have the option to terminate the agreement after giving **two months** notice to the Institute.
  - b. On termination of contract by the Institute for any reason whatsoever, the Institute shall be entitled to engage the services of any other person, agency or contractor to meet the requirements without prejudice to its rights including claim for damages against the contractor.
15. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc, relating to this agreement.
16. Notwithstanding anything contained herein before, it is agreed that the Director shall have the right to alter, modify and/or add such other terms and conditions considered necessary by him (the Director) and the contractor in such case shall abide by the same.

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17. Contractor will further ensure that no material which is adulterated /injurious to the health of the trainees and the staff of the Institute will be used by him or his representative or employee and he shall be responsible for the consequences arising thereto.
18. The contractor shall be responsible for general cleanliness, hygiene of the portion occupied by the canteen, kitchen, store room, dining hall as also furniture and fixture therein. He will also be responsible for the disposal of the kitchen and dining hall waste upto the dumping point of the road/locality out of the campus. The contractor shall ensure cleaning of dining hall floor immediately after each meal.
19. The contractor shall maintain highest standard and quality in the services. The Institute shall also have the right to insist on getting any service of maintenance, which has already been performed if the same was not carried out to the satisfaction of the Institute.
20. **Electrical Lights and Fans:**  
The canteen block is fitted with lights, fans, insect catchers, exhaust fans, geysers and split & window AC, etc. The switches and accessories of the above should be handled in a proper manner and should be cleaned regularly by the contractor .
21. **Electricity Consumption:**  
The charges of electricity consumed for lights, fans and other electrical appliances in canteen area will be borne by the PNBIIT.
22. **Water supply consumption:**  
The water requires for running the canteen and maintaining the canteen block shall be supplied by the Institute. However any disruption or leakage in taps shall be brought to the notice of the PNBIIT in time to get the same repaired. The Contractor, however, shall abide by instructions as may be imposed/or as may be issued by appropriate Government/Civic authorities and Director, PNBIIT or any person authorized by PNBIIT in consumption of water and electricity.
23. **Furniture, Fixture to be PNBIIT property:**  
All furniture, fixtures, equipment, articles and all other furniture, brought or made available by the Institute in or to the canteen block shall remain exclusive property of the PNBIIT and shall on termination of the agreement be delivered up by the Contractor to the Institute in the same order and condition in which they now are, except reasonable wear and tear. The contractor shall arrange for physical verification of all articles given as and when required by the Institute.
24. **Damage to other articles in the premises:**  
The Contractor shall be responsible for any damage to the canteen, cafeteria, dining halls under occupation or to the fittings, fixtures, furniture or other equipment entrusted in their charge when such damage is in the opinion of the Institute is due to negligence or carelessness or any fault on Contractor's part or that of its Manager or Workmen or Agent and the Contractor shall be liable to pay to the PNBIIT such amount in respect of such damage as may be assessed by PNBIIT or any officer/staff authorized in this behalf. The Contractor shall be responsible to take care of such items. The Institute will not be liable for its wear and tear and breakage/missing, if any.

**25. Personal Supervision:**

It will be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by him and the staff engaged by him.

**26. Complaints and Improvements:**

The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the participants, guest faculty and staff.

**27. Penalty Clause**

In order to keep a check on the quality of food and beverages supplied, any authorized official of the Institute can join trainees/participants at breakfast, lunch, tea or dinner to taste and check the food on daily basis and no charges will be payable in this regard to the contractor. In case of lack of quality and quantity, the Institute would impose financial penalty of minimum Rs. 1000/- (which may be increased in the multiples of Rs. 1000/- depending upon the gravity of complaint / loss to the Institute deducted from the caterer's bill for which the decision of Institute will be final and binding on the contractor.

28. In case of any diet rated not good by at least seventy five percent of the trainees, the Institute may disallow the payment of such diet

**29. Settlement of Accounts:**

The Contractor has to submit the bills for every programme separately. The bill may be submitted on monthly basis . The payments shall be made as far as possible, within 10 days of submission of monthly bills, subject to the bill being in order. While making such payment, PNBIIT shall make the following deductions:-

Income-tax deduction at source as per the Govt. rules.

The amount equivalent to any damages/loss etc. caused to PNBIIT by the workmen employees of the Contractor.

Any other charges (penalties and other deduction etc.)

**30. Summary Termination of the Contract:**

In the event of instances of gross misbehavior, theft, burglary, moral turpitude, misuse of the canteen block etc by the Contractor or by any staff of the Contractor or agent of the Contractor, PNBIIT may forthwith terminate this Contract summarily without any previous notice to Contractor and Contractor shall have no claim whatsoever against PNBIIT or any of its Officers in consequence of such termination.

**31. Contractor to vacate the Canteen Block on Termination/Expiry:**

Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover to PNBIIT all articles, equipment, furniture and fixtures belonging to PNBIIT and entrusted in its custody and shall remove all its stores and effects. In case of default, PNBIIT shall be entitled to enter into and take possession of the Canteen block and lock up the same or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage

**32. Failure to Exercise PNBIIT's rights:**

Any omission on the part of PNBIIT at any time to exercise any of its rights under the terms of the catering arrangements shall in no way impair or affect the validity of the terms and the rights of PNBIIT to enforce its rights at any time subsequently.

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**33. Tenancy Rights:**

Nothing herein contained shall be construed to create any tenancy in Contractor's favour of the Canteen block and premises and PNBIIT may of its mere motion effect the termination of this catering arrangement, re-enter and retake and absolutely retain possession of the canteen block. PNBIIT shall allow a few workmen of the Contractor to stay in the kitchen premises for early hour duties such as fetching milk, serving of bed/tea/coffee etc. Their presence, however, shall not cause any disturbance to normal functioning of PNBIIT.

**34. Licences and Registrations:**

The Contractor should obtain the requisite license under Contract Labour Act (Regulation and Abolition Act,1970) and amended from time to time issued by the concerned Labour Department for running the establishment. PNBIIT shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor.

The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labour/Government of India(ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act,1950 and amended from time to time, Payment of Wages Act,1935 and amended from time to time, Provident Fund Act, ESI Act and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which any apply to this agreement. The Contractor shall indemnify the principal employer (PNBIIT) against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.

The Contractor shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate license from State Assistant Commissioner is obtained. It shall be the responsibility of the Contractor for furnishing necessary Statutory information/documents in proof of the above whenever called for by PNBIIT.

In case of any labour problems related to the workmen staff of the Contractor, the same will be settled at the Contractor's end only.

The Contractor should take all precautionary measures to ensure the safety of the workmen employed by it and PNBIIT will not be responsible in case of any eventuality.

The contractor shall also obtain necessary licence(s) as required by the Food & Supply Department and other government authorities and shall provide a copy of the same to the Institute.

**35. Disputes Resolution:**

All questions, disputes and /or difference arising under or in connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect or the terms herein, shall be referred to the sole arbitration of PNBIIT or to the sole arbitration of the Officer who for the time being is entrusted whether or not in addition to other functions, with the functions of PNBIIT by whatever designation shall offer may be called hereinafter referred to as the said officer and if PNBIIT or the said officer is unable or unwilling to act, the sole arbitration of some other person appointed by PNBIIT or the said Officer and willing to act as such arbitrator. The Contractor has no objection to any such appointment to the effect that the arbitrator so appointed is PNBIIT's own Officer or that he was a part to the contract or that he had to deal with matters which relate to this arrangement or that in the course of this duties as such Officer he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding. All disputes shall be jurisdiction of courts of District Lucknow only.

Signatures of Contractor / Authorised signatory

## Tender Document for Catering & Care Taking Services

36. The contractor agrees that for running the mess, he will use only such space as may be allocated to him by the Institute and also that the caterer/caretaker and/or his staff will not use any other space in the building for their own purposes.
37. The Contractor will have to replenish, missing linen, towels and pillow covers provided to him initially during the contract period and continue to render services as specified in 'Scope of the Work'.
38. The Contractor must ensure that his entire staff observe cleanliness and are properly dressed in clean uniform with prescribed identity cards during service hours. ***The Contractor shall incur the cost of uniform and I-Card to his employees.***
39. The Contractor should take all precautionary measure to ensure the safety of his workmen and the Institute shall not be responsible in case of any eventuality.
40. The PNBIIT reserves the right to reject any particular workman/staff employed by the Contractor under contract with it without assigning any reason thereof. Such staff will have to leave the campus at short notice and will be replaced by the suitable substitute.
41. The Contractor shall furnish a detailed list of his employees alongwith their addresses, photo identity to the Campus Supervisor and Manager (Admn.) of the Institute and shall get the antecedents verified (including police verification) and shall furnish the records & reports when desired by the Institute.
42. Any change in staff of the Contractor must be informed to the campus supervisor and the Manager Administration of the Institute.
43. The workmen/staff engaged by the Contractor shall not have any right/claim over the facilities enjoyed by PNBIIT employees, participants etc.
44. Proper maintenance of the equipments provided by the Institute to the contractor will be contractor's responsibility.
45. The Contractor shall not be allowed to carry away any material/item out of the campus. Accommodation shall not be provided by PNBIIT to the staff of the Contractor. However, PNBIIT shall allow a few workmen of the Contractor to stay in the kitchen premises for early hour duties such as fetching milk, serving of bed tea/coffee etc. Their presence, however, shall not cause any disturbance to normal functioning of PNBIIT.
46. The Contractor shall co-operate with the other Contractors working in the campus.
47. The contractor / his Manager shall personally be available, at the time of serving lunch and dinner to the participants and guests.
48. All the rules & Regulations regarding hygiene, health etc. issued by the State, Municipal Corporations, any other authorities shall be strictly adhered to by the Contractor. The contractor also indemnifies the Institute against any loss or damage on this score.

Signatures of Contractor / Authorised signatory

**Annexure-III**

Date:

The Director,  
Punjab National Bank Institute  
Of Information Technology,  
Vibhuti Khand,  
Gomti Nagar,  
Lucknow

**Reg: Catering & Caretaking Contract - Declaration of non-involvement in any illegal activities.**

I / We hereby declare that my / our firm M/S.....  
.....has never  
been involved in any illegal activities and never been charged for financial misappropriation/  
fraud / embezzlement etc. Nor any criminal case is pending against me / us, my / our firm in  
any court of law.

Signature\_\_\_\_\_

Signatures of Contractor / Authorised signatory

(Seal of the firm)

