



राष्ट्रीय प्रौद्योगिकी संस्थान, कुरुक्षेत्र
NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

Advt. No. 34/2018

Expression of Interest for Catering Services

NIT Kurukshetra invites Expression of Interest (EOI) for catering services for providing mess facilities from agencies/companies/cooperatives dealing with similar services for its Kalpana Chawla Hostel established in the Institute campus. The bidding agency/company/cooperative must have good experience of running hostel mess of approximately 500($\pm 10\%$) students or proven capability of providing similar services in the past for at least two years.

The bid documents can be downloaded from the Institute website. Interested firms may submit bids with supporting documents in a sealed cover to the Chief Warden (Girls Hostel), National Institute of Technology, Kurukshetra - 136119 (Haryana) on or before 18.10.2018 by 5.00 p.m.

For further details, please visit Institute website: www.nitikk.ac.in.

Sd/-
Registrar I/c

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA
EXPRESSION OF INTEREST FOR CATERING SERVICES

Last Date of submission: before 5 pm on 18.10.2018.

Chief Warden (Girls), National Institute of Technology, Kurukshetra -136119 (Haryana)

Expression of Interest

NIT Kurukshetra invites bids for mess facilities on fixed cost basis for its Kalpana Chawla Hostel at NIT Kurukshetra (for Breakfast, Lunch, and Dinner).

Sealed duly filled forms with supporting documents must be sent to NIT Kurukshetra by 5.00 PM on or before. The bidding agency/company/cooperative must have good experience of running hostel mess of approximately 500(±10%) students or proven capability of providing similar services in the past for at least two years. It should be noted that the staff involved would be properly dressed and shall be well trained with aspects of hygiene and sanitation.

As part of the application, an interested caterer should submit the following items on the address given above.

1. Price information:

- (a) It shall contain details of total daily mess rate as per the menu specified below. Also, the break-up of the total daily mess rate for breakfast, lunch, and dinner.
- (b) It would also contain details of the persons and their numbers to be deployed in the mess for providing services.
- (c) Also, a document indicating ECIS and EPF payment to the employees need to be furnished for preceding one year.

2. Technical information:

It shall contain information regarding business turnover, experience and other details of the firm to judge the suitability of the caterer for mess

3. Validity period of the EOI:

The accepted EOI will remain valid for 01 (one) month from the date of assigning of the contract.

4. Period of contract

The contract will be awarded initially for a period of one year to the successful caterer. This period may be extended on satisfactory performance for 2 more years after a review each year. The successful caterer shall be bound to execute an agreement on non-judicial stamp paper of Rs.100/-. Institute reserves the right to reject some or all the applications without assigning any reasons whatsoever.

5. Termination of contract

The contract can be terminated by the contractor by giving 02 (two) months clear notice. However, the authority reserves the right to terminate the contract without assigning any reason if it appears to the authority at any point of time that the services, quality of food, maintenance of hygiene of any of the mess services are deteriorated to such an extent that it is detrimental to the interests of the hostel boarders and their health.

6. Agreement:

The successful parties shall sign an agreement with NIT Kurukshetra, which will be executed as per the provisions of the stamp act and shall be duly registered.

7. Legal dispute:

Any dispute, which may necessitate legal redressed, will be restricted to the jurisdiction of the civil courts at Kurukshetra (Haryana) only.

8. Payment terms:

Details are given in Annexure-II

9. Inspection authority:

Authorized representatives of the Institute will carry- out periodic inspection and surprise checks to ensure quality of food, services, hygiene, and cleanliness.

10. Rejection clause:

The firm who does not fulfill any of the above conditions or submit incomplete documents in any respect is liable to be rejected summarily.

11. Modifications:

The NIT Kurukshetra reserves the right to modify/add any clause to the agreement, during the period of the contract, for any essential item, services etc.

12. Medical fitness:

The mess staff including cooks, serving member, and cleaners have to be medically reviewed. The fitness certificate should be obtained from a registered medical practitioner once in a month to the satisfaction of the hostel authorities, failing which suitable action may be initiated.

13. EOI should be addressed to:

The Chief Warden (Girls), NIT Kurukshetra, Haryana. PIN - 136119.

***The Bidder/ Firm should sign on each and every page of the EOI documents.
Price information of only those parties will be considered who are found suitable
and qualifying the eligibility criteria.***

General Instructions:

1. Eligibility Criteria:

- The applicant should be in catering business for a minimum period of two years as on 30th September, 2018, with the following requirements:
 - Two similar completed works (***preferably one of them should be in Academic Institute***) each having not less than 400 persons on its dining strength since the last 12 months.

Or

- One similar completed work (***preferably should be in Academic Institute***) having not less than 400 persons on its dining strength since the last 12 months.

Note: Similar nature of work means the running of large messes of Institutions / Hospitals / Central Government / Central Autonomous Bodies / Central Public Sector Undertaking / Large Industrial Establishment/ Organizations / companies.

- The applicant's average annual financial turn-over (gross) in catering services during the last 2 (two) years, duly audited by a Chartered Accountant, should not be less than 2 crores. If there is a year for which no turnover is shown, the applicant's five year record will be considered and all of the above conditions must be satisfied in that case.
- Should not have incurred any loss in more than two years during the last five financial years ending 31st March, 2018.
- The applicant should have on his pay roll sufficient number of trained employees for the proper execution of the contract.

2. Scope of Work:

The caterer is expected to provide the following services:

- Cooking and serving meals (breakfast, lunch, and dinner).
- Facilitates procurement of raw material for and on behalf of the institute.
- Managing and control of stocks and inventories.
- Add-on sales (approved by mess committee). Residents may use these add-ons to get 'extra' items not included in the basic menu outlined below.
- Cleaning of utensils, kitchen and serving items.
- Cleaning of cooking, dining and auxiliary areas.
- Security of the equipment, utensils and other items in the mess.
- Maintenance of the equipment in the kitchen and dining area.
- Maintenance of books, ledgers, other records and documents related to running of the mess.
- Deployment and supervision of required man power for the above mentioned tasks.

As can be noted from the above, operational services shall **NOT INCLUDE** preparation of menu and any policy matter related to running the mess by the caterer. All such decision will be the direct responsibility of the relevant executives of the Mess Committee in consultation with warden of respective hostel.

3. Accounting and Payment:

- The bills for a given month will be submitted by the caterer to the office at the beginning of the next month. The office normally clears the bills within 7-10 days of their submission. The rates for all the items for which the bills are raised, must have been prior approved by the competent authority.
- The rates so fixed are inclusive of all taxes duties, and levies etc. imposed by the state/central government and local bodies as on the dates 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.

- The caterer shall be accountable for on-the-spot sales of add-ons and its accounting.
- The price rates shall be in force for the entire period of contract and shall not be revised under any circumstances, except in case of wage revision according to the minimum wages act. In case of any extension granted on expiry of one year contract, a revision of price rates may be specifically requested by the caterer.

Important Note

1. For any of the above actions, the Institute shall neither be liable for any damages, nor be under any obligation to inform the applicants of the grounds for the same.
2. Effort on the part of the agencies or it's agent to exercise influence or to pressurize the Institute for this contract shall result in rejection of the application. Canvassing of any kind is prohibited.

Procedure and Conditions of the Contract

1. Invitation of EOI

Sealed Expression of Interest are invited by the NIT Kurukshetra from the registered firms for mess services in the hostels having at least 01 (one) year of relevant experience in providing such indoor mess services in large capacity hostels.

EOI will be received up to 5 PM of the last date for submission. NIT Kurukshetra will not be responsible for any delay or loss of EOI sent by post. Sealed EOI should be sent by registered post/courier or dropped in the office of Chief Warden (Girls)NIT Kurukshetra, Haryana-136119

2. Signing of the EOI

Individuals signing the EOI and other related documents/attachments related to the contract must specify the nature and authority of the signatory,

- a. Whether signing as a sole proprietor of the firm or its attorney.
- b. In case of companies, registered firms registered under the Companies Act/Indian Partnership Act/Trust Act, should specifically mention on what capacity the EOI is signed i.e. as Secretary, Partner or their Attorney.

3. Filling up of the EOI

EOI terms should be as per the enclosed EOI format (Annexure-I to II)

- a. Must be legibly written in English.
- b. Overwriting may render the EOI invalid.
- c. The EOI will remain valid for 01 (one) month from the date of assigning of the contract.
- d. Any improper entry should be stroked off completely and duly authenticated by full signature alongside.
- e. Complete postal address with contact no. must be stated on the EOI form.

f. 4. Compliance clause

The selected mess service provider shall have to comply with all the EOI document conditions fully and repeated failure to do so in spite of reminders may result in termination of the services.

The bid should invariably contain the following attachments having self-attested photocopies along with the Annexures of the EOI:

- a. Proposal letter with complete address etc.
- b. Up-to-date GST clearance certificate and FSSAI certificate
- c. Registration of the firm
- d. Documents regarding present business
- e. Certificates showing experience (Number of 3 meals per day in Govt. / P.S.U departments/ Academic) in executing similar services, their duration supported by attested copies of documents from the competent authority (experience in running mess services in hostels of educational institution will be given preference).
- f. Testimonials/certificates from competent authority regarding the quality of service provided in each case.
- g. Audited balance sheet showing yearly turn-over per annum minimum 2 crore in each year for the last 03 (three) financial years duly signed and certified by a registered chartered and certified accountant.
- h. E.S.I / P.F Registration.
- i. Labour License.

5. Conditions to acceptance:

- a) The NIT Kurukshetra does not bind itself to assign the EOI to any party and reserves the right to accept/reject the whole or any part of the EOI without assigning any reason thereof.

b) Acceptance of the offer by the NIT Kurukshetra will be conveyed by a letter of acceptance from the Competent authority of NIT Kurukshetra.

6. Security deposit (SD):

The firms to whom work contract may be awarded will have to deposit SD amount of Rs. 5,00,000/- (Rupees Five lakh only) by a crossed DD/Banker's cheque from any Nationalized bank in favour of NIT Kurukshetra payable at Kurukshetra within seven days of the issue of the work contract.

On expiry of the contract the security deposit will be returned to the mess service provider within 06 (six) months of the expiry date of the contract. The contract awarding office shall deduct dues, if any, payable to NIT Kurukshetra.

8. List of employees

The successful bidders need to submit the list of his/her employees to the Institute along with their PF/ESIC numbers.

9. Failure and termination:

If the performance of the mess and cleaning service provider is not satisfactory, the NIT Kurukshetra may cancel the awarded contract, and subsequently, arrange another service provider from waiting list prepared for the purpose.

NIT Kurukshetra shall not be responsible for any loss, damages, etc. suffered by the service provider as a result of such termination of contract.

10. Legal jurisdiction:

Legal disputes that may arise out of this bilateral contract are subject to the jurisdiction of civil courts at Kurukshetra (Haryana) only.

11. Rates and taxes:

The suggestive quote for different items/services should be inclusive of all taxes/charges levied by the Central Govt./State Govt, wherever applicable.

12. Taxes and labor:

- a. PAN, GST Registration Certificates, PF&ESIC Registration No. must be attached.
- b. If provision of laborers attracts labor act, then the firm shall have to obtain license from the competent authority as and when required, and it will also be the sole responsibility of the firm to meet all the laws of labor act in force.

I/We accept all the general terms and conditions stated above.

Place:
firm/bidder
with seal, if any

Signature of the
Date:

**ANNEXURE - I
EOI FORM**

1. **Name of the firm (As registered):-**
 2. **Address of the firm: -**
.....
.....
 3. **Phone Number:**
 4. **Director/Partner/Proprietor' name:**
 5. **Address of Director/Partner/Proprietor' name:**
 6. **Contact details.:**
 7. **Details of the firm:-**
 - a) **Date from which the firm is operating:**
 - b) **Turnover of the firm during:**
FY 2015-16 (Rs.)

FY 2016-17 (Rs.)

FY 2017-18 (Rs.)
- (Please attach documentary evidence)**
- c) **PAN**
 - d) **TAN**
 - e) **PF Reg. No.:**
 - f) **ESIC No.:**
 - g) **GST No.**
 - h) **FSSAI No.**.....

Note: For any other information attach extra sheet.

Rates and various items of different meals

A) Breakfast (Sl. No 1 to 3 denote the Three possible combinations of items to be Served to an adult. The sign “/” denotes “or” and “,” denotes “and”)		
Item No	Item	Expected Rate
1	Indian Dish Or Slices of toasted bread with butter and jam; sprouts / boiled pulses	Rs 30.00
2	Milk with cornflakes/bananas / veg cutlets	
3	Tea/Coffee	

Indian dish may include:

- ✓ Masala Dosa (1 piece)/Vada (02 pieces)/Idli (02 pieces)/ Uttapam (1 piece) with Sambhar and chutney
- ✓ Variety of stuffed (Aaloo, Paneer, Dal etc) Paratha (01 piece) with pickel/sauce, curd (100gm), and butter (10 gm)
- ✓ Chola Bhatura (02 pieces)/Poori (04 pieces) with a vegetable and pickles
- ✓ Pav Bhaji (02 pieces)/ Poha etc
- ✓ As per program chart
- ✓

B) Lunch (Sl. No 1 to 4 denote the four possible combinations of items to be served to an adult. The sign “/” denotes “or” and “,” denotes “and”)		
Item No	Item	Expected Rate
1	Rice; Chapatti; Dal; Sambhar/Rasam	Rs 40.00
2	One Vegetable Dry/ Curry	
3	Salad; Curd/Raitha/Custard etc	
4	Papad /Chips; Pickles	

For Every lunch, Salad will include Onions, Lemon and Seasonal Vegetables (like carrot, cabbage, radish etc.)

C) Dinner (Sl. No 1 to 4 denote the four possible combinations of items to be served to an adult. The sign “/” denotes “or” and “,” denotes “and”)		
Item No	Item	Expected Rate
1	Rice; Chapatti/ Poori/Paratha/Bhatura; Dal/Sambhar/Rasam	Rs 40.00
2	One Vegetable Dry/Curry Or Special item (to be served thrice a week) Paneer (4 pieces, 25 gm each)/ Kofta (02 pieces 50 gm each)/special sabji	
3	Salad and pickles	
4	Sweet dish (Rasgulla/ Gulab Jamun/Ice cream): 1 pieces or 25 gm whatever is applicable and should be served thrice a week	

The total mess rate per day per student, as indicated above, including, manpower, raw materials consumables etc. (A+B+C) = Rs 110.00

I agree to abide by the term and conditions as mentioned in the EOI as well as agree to provide the services as per the rates given in the EOI.

Signature of the firm/bidder

With seal, if any

Place:

Date

Menu Details:

DAY	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast	Items Multi/ Methi Paratha, Curd, Green chatni, Sprouted Moong	Items Dosa, Sambhar, Chatni, Sprouted Moong, Cornflakes	Items Gobhi Pyaj -Zeera Paratha, Green chatni, Sprouted Channa, Curd	Items Puri, Halwa and Fried Channa masala	Items Vada/ Uttapam Sambhar Chatni and Corn Flakes, Sprouted moong	Items Plain Partha - Tamotto Sabji, Sprouted Moong	Items Mix Paratha, Boiled Chana with pyaz tamater, dhaniya mix Green chatni
Lunch	Rice, Chapati, Yellow Dal jeera thadka, Seasonal Band Ghobi, Salad	Rice, Chapati, Dal- fry, Loki/ Pumpkin, Salad	Rice, Chapati, Kadhi, dry nutri , Salad	Rice, Chapati, Arhar dal pyaz tadka, Veg- Manchurian, Salad	Rice, Roti, Kali Urad- channa Dal, Beans, Salad	Rice, Puri, Chole, Mix veg, Bundi Raita, Mix Salad	Salad Fried rice, Chapati, Sambhar, Paneer bhurji , Salad
Dinner	Jeera Rice, Mix Dal, White Channa masalsa, Salad	Veg Biryani, Chapati, Arhar Dal, Arbi/ Palak Aloo, Mix Salad	Rice, Chapati, hari moong dal, Sepu vada (2 piece), Mix Salad	Khichdi, Chapati, Black Chana Dal, Mix Veg, Salad, Curd	Fried Rice, Chapati, Black Masoor Dal, Chilly Paneer/ Kadai Panner, Mix Salad	Rice, Chapati, Dal Makhani (1- Butter) Malai Kopta Salad	Veg. Pulav, Chapati, Rajma, Tomato Gravi, Salad

Mandatory Items: Milk, Butter, Pickle, Jam, Bread, Rusk, Coffee Bags, Tea Bags.

Branded items (as given below) should always be used. A suitable monetary penalty will be levied if the specified brand is not used.

- Butter - "Amul/mother dairy pasteurized" (not "Amul delicious")
- Jam - Kissan or Tops
- Ketchup – Kissan, Tops, Maggie or Cremica
- Masala – MDH, BMC, or Catch
- Rice - Basmati of branded company approved by mess committee
- Atta – as approved by the mess committee
- Besan – as approved by the mess committee
- Oil – Fortune/ Neutralla: Refined Sunflower/Soyabean oil
- Tea bag – TajMahal or a brand approved by mess committee
- Coffee – Nescafe, Bru, or Tata
- Pickles – MTR or Priya or a brand approved by mess committee
- Desi Ghee- Amul or Britannia or a brand approved by mess committee
- Bread/Paav/Bun- Bonn/Cremica /Kity/Britania
- Salt– Tata, Captain Cook, or Annapurna
- Milk – Approved by Mess Committee with water content not exceeding the specified limit.
- Brand of any other item required or any of the above items, in case of non-availability of above brands, will be mutually decided by the Mess Committee and the caterer and approved by the competent authority.

Specification of quantities:

Breakfast:

- Bread: 4 Slices

- Milk: 200 ml (along with coffee powder or tea bag & sugar)
- Butter: 15 g, Jam: 20 g
- Sprouted beans: Unlimited
- Main item(s): Unlimited

Lunch:

- Rice: Unlimited
- Chappathi/Paratha/Bhature, etc.: Unlimited
- Salad: Unlimited
- Main items: Unlimited
- Paneer in dish: 50 g

Dinner:

- Rice (varieties): Unlimited
- Chappathi/Paratha/Puri, etc.: Unlimited
- Salad: Unlimited
- Main items: Unlimited
- Paneer in dish: 50 g

For any items not mentioned above, quantities will be fixed by mutual consensus between the hostel mess committee and the caterer.

Note on the Menu:

1. The caterer will be required to provide khichri or any other suitable item for sick residents in lieu of the regular meals.
2. For residents observing fasts, the caterer will provide the substitute items in lieu of the regular meal after a minimum number of ten residents ask for the substitute meal.
3. The caterer will not serve any item whose rates have not been approved by the competent authority beforehand.
4. Institute will provide the utensils for cooking as well as serving food, including plates, tumblers, spoons etc.
5. All equipment brought by the caterer into the hostel premises must be registered with the hostel supervisor.
6. The caterer will be responsible for cleaning of the kitchen and the dining area, including the wash basins and the dustbins for maintaining proper hygiene and sanitation.
7. The caterer will also provide soap cake/liquid soap for the wash basins in the catering area.

Tentative Timings:

The following timings will be followed:

Breakfast: 7.30 am to 9.30 am on weekdays (Mon to Fri).

8.30 am to 10.00 am (Sat, Sun and Institute Holidays).

Lunch: 12.00 pm to 2.00 pm

Dinner: 7.30 pm to 9.30 pm

At NIT Kurukshetra, there are two semesters: January – May (spring) and July-December (Fa`ll). During the spring and fall semesters, both graduate and undergraduate students reside on campus. In between the two semesters, there are vacation periods, where mostly graduate students reside on campus.

Note: The above schedule is subject to change by the order of Mess Committee.

Brief specification of the services

- a. Procuring good quality raw materials, both dry and wet rations, from the open market.
- b. Ensuring that the procured raw materials are fit for cooking with proper washing and cleaning in a hygienic environment.
- c. Cooking the raw stuff as per menu and meal specification using ISI branded cooking materials, wherever applicable. Standard brand or quality of ingredients should be used for preparing food items as per the menu recommended by authorized body of the hostel in consultation with the service providers (contractor).
- d. Serving the prepared food in hot condition using service utensils on pre-cleaned dishes, tumblers, cups (small bowls), as the case may be. Food is to be served during fixed time periods as per meal schedule in a well maintained and clean environment in the dining halls of the hostel.
- e. Thorough washing and cleaning of all the items and space used for the purpose should be done after each meal.
- f. The wash basins, water coolers, servicing utensils and mess/kitchen equipment will also have to be kept clean and dust free. The institute will provide the well equipped kitchen room and furniture apart from necessary electrical equipment for hostel mess and kitchen, such as water coolers/ water purifiers/geysers etc.
- g. The cooking and preparation areas including trays will have to be washed after the completion of the activities every day. The mess service provider shall ensure that there is no water logging within the premises where the dining, washing, cooking preparation areas are located in order to stop breeding of insects, mosquito etc
- h. Interested parties also to provide coffee/soup/tea vending machines along with stall for light snacks on payment basis.
- i. Interested parties have also to extend services to other employees and staff of the Institute as and when required.
- j. Interested parties will have to pay the electricity charges as per actual
- k. The caterer has to pay @ 5/- per day per head towards the usage charges of the installed kitchen equipment and accessories

Subletting of contract

Under any circumstances, the contractor cannot sublet or transfer the contract to any third party. Any deviation from this clause may invite spot termination of the contract.

Annexure-I
Application Form for Technical Information
(Form and supporting documents should be sent before the deadline)

1. Name of the Registered Company/ Cooperative/Agency:
2. Address of the Registered Office:
3. a. Registration Number and date of registration of company/cooperative/agency:
b. Shops and Establishment Act registration No.
c. EPF Registration No. and date:
d. ESI Registration No. and date:
4. PAN :
5. Type of Organization (whether proprietorship, Partnership, Private Ltd. Company or Co-operative body etc. In case the applicant is a non-individual, Certified copy of a Partnership deed/ Certificate of Incorporation/Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case may be enclosed):
6. Name of the Proprietor, Partners/Directors of the applicant with addresses and phone numbers:
7. Income tax return filed for financial years 205-16, 2016-17 and 2017-18 (Yes/ No)(copies to be enclosed)
8. GST Registration Number/FSSAI registration certificate (copy of certificates to be enclosed)
9. Whether police verification certificate of all the staff presently engaged by you kept on record with you: Yes / No
10. Enclose performance certificates for catering from previous clients between the years 2016- 2018 separately.
11. Yearly turnover (enclose copy of audited financial statement) Financial Year 2015-16,2016-17 and 2017-18
12. Years of relevant experience:
13. List of similar completed works executed during the last 12 months (see the eligibility criteria):

S. No	Location of the work	Name of organization	Contract amount (Rs.)	Contract Period	Name & Contact details. of the client

Signature of applicant with seal

Notes:

1. Information has to be filled up specifically in the format provided.
2. Applicant not providing details or with insufficient details shall be rejected.

Annexure – II
Application Form for Price Information

1. Total daily mess rate (as per the menu given above): _____
 - a. Breakfast INR _____
 - b. Lunch INR _____
 - c. Dinner INR _____
2. Total number of people deployed in the mess and their respective roles
3. ECIS and EPF payment information to the employees for the last one year (employee wise)

Signature of applicant with seal

GENERAL TERMS & CONDITIONS FOR THE AWARD OF CONTRACT

1. Initially the license will be given for one year. The Mess Committee will judge the performance of the establishment after each year. After reviewing the performance, the License may be considered for renewal for a period as deemed suitable by the mess committee.
2. If at any stage the involvement of the caterer in any uncalled for activity is found, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the license is liable to be terminated by the competent authority by giving one month's notice to the caterer. In case caterer wants to terminate the contract, he/ she shall have to give a minimum of two months' notice to the Institute.
3. The caterer / his servant(s)/ his nominee will **not be permitted** to stay overnight in the hostel premises.
4. The premises of the mess will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the competent authority.
5. The caterer will not be permitted to franchise the Hostel Mess for any other commercial activity outside the scope of student hostel.
6. No person with any offensive police record shall be employed to work in the Hostel/Institute Mess.
7. In order to bring uniformity amongst the service boys/female in the dining hall, mess service provider shall arrange to provide them with a pair of uniform, which should be common for his/her entire team. In order to coordinate the activity for smooth discharge, manager(s) shall be appointed by the mess service provider for hostels who will keep a check on the food prepared inside the kitchen, servicing in the dining hall, and all aspects of hygiene, etc. staff posted on duty should always bear a clean appearance, complete in uniform and should carry a photo identity card.
8. Transportation of all the consumables, including filling and refilling of the gas cylinders, to the hostel will be the sole responsibility of the mess service provider at his own risk and cost.
9. Safety measures are to be provided by the Caterer himself/ themselves The mess service provider shall ensure that all safety precautions are properly taken during the process of cooking by his employees. Special emphasis will be laid on fire safety norms and proper operation of electrical gadgets/instrument, and fire-fighting equipment etc. placed at the disposal of the hostel mess.
10. Any change like timing of operation, rate of items and any additional item to be included will require the permission of the competent authority.
11. Non-availability or short supply of any declared item of the menu of any meal may entail imposition of penalty decided by the competent authority, as and when necessary. Deficient up-keeping and non- maintenance of hygiene in the cooking/cleaning/dining area may also entail imposition of penalty to be fixed by the said authority as deemed fit. A few of the possible penalty situation under the purview of authorities, which accounts to poor services in the mess, are (for a broad idea to the contractor):
 - Delay in making of food.
 - Shortage of food items before scheduled time.

- Food item (to be made according to menu) not prepared at all.
- Poor service and misbehavior of staff or any other case which comes under this category.

Similarly, a few of the standard penalty terms are given below for a broad idea to the contractor:

Sr. No.	Basis	Fine
1.	Presence of unwanted items in food: <ul style="list-style-type: none"> • Harmful items (e.g. blade, glass, metal wires, nails, etc.) • Other items (e.g. cockroaches, cigarettes, etc.) 	Half the price of the day per head multiplied by number of students in the hostel
2.	2. Use of Stale/ Spoilt ingredients, e.g. rotten vegetables, infected grains, etc (Fine will also be imposed if these are about to be used.)	

12. In case of mid semester break and Vacations, when number of student's decreases by more than 50%, only 50% of the price will be paid for the absent students
13. The successful firm shall ensure that the quality of service is courteous and prompt and is in accordance with the laid down specification
14. The caterer will ensure and comply with the provisions of various municipal and other Rules/ Regulations/ Laws of the Government in respect of wages and other benefits to his employees.
15. All disputes or differences whatsoever between the mess service provider and the Institute related to the contract will be settled by arbitration as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and shall be binding for all purpose.
16. In case of any rightful dues (such as claim, penalty etc.) the service provider is supposed to deposit the amount in due time, failing which stern action may be initiated leading to termination and recovery from the security deposit.
17. The Institute shall not be caterer in case any dispute takes place between the caterer and his employees.
18. Legal disputes, if any, shall be subject to the jurisdiction of Kurukshetra Courts only.

National Institute of Technology Kurukshetra Specific Terms and Conditions

Mode of Operation:

1. The caterer would provide breakfast, lunch, and dinner. Each of these will have certain items mandatory for the caterer to provide as a part of the basic menu. Besides these, certain other items (add-ons) will be available on extra messing. The mandatory items are listed in the detailed menu attached above.
2. If a resident has not signed up for a given meal, can take the meal on payment basis, if so desired.
3. Rebate for maximum 20 days in a semester on account of whole meal or part thereof i.e. breakfast, lunch, and dinner will be available to the students only if the concerned student informs the caterer through the Hostel Caretaker minimum 02 days in advance.
4. For add-on items, the number of residents interested in the add-ons will be identified per semester. Only if the number of residents interested in the items is more than 20, the same will be made available by the caterer.
5. In the breakfast, certain items identified in the list of add-ons may be provided in lieu of the regular menu of bread etc. Such items will be identified a priori after due consultation between Mess Committee and the caterer.
6. One supervisor will always be present during breakfast, lunch, and dinner. It is desirable that the same supervisor continues at least for one semester, in case of any change, the competent authority should be informed.
7. Caterer need to provide breakfast, lunch, and dinner to Institute guests as and when required and Institute will settle the bills.
8. For each of the meals or extra items, it will be mandatory for the caterer to serve the items of a fixed weight/size at price decided apriority and approved by competent authority.
9. All items will be cooked in the kitchen of the hostel. No cooked item, except some snacks identified beforehand, will be brought from outside.
10. On special occasions, the menu will be identified by the Mess Committee and the rates for the same will be approved by the competent authority before the actual event. The payment for the special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal.

Employees:

1. The caterer will have to register all his employees who will be working in the mess along with a copy of their photographs, residential details for clearance by the NIT Security.
2. The caterer will have to ensure that the employees are in clean and proper uniform, maintain personal hygiene, and maintain discipline in the campus.
3. No person below 18 years of age will be employed by the caterer.
4. No employee is permitted to stay overnight in the campus.
5. No space is provided to the employees during the day time. If such a facility is provided, the caterer will pay for the facility. The rate will be decided by the competent authority and mutually agreed by the caterer.
6. In case the caterer does not follow points 1 – 5, then suitable penalty may be imposed as deemed necessary by the competent authority.

AGREEMENT ON NON-JUDICIAL STAMP PAPER OF Rs. 100/- AGREEMENT

This agreement made on this _____ day of _____ between Kalpana Chawla Hostel National Institute of Technology Kurukshetra, Kurukshetra, through the Chief Warden (Girls), NIT Kurukshetra, (hereinafter called NIT Kurukshetra of the one part and M/S _____ resident of _____ firm, (hereinafter called the 'Caterer') on the other part.

WHEREAS IT IS NOW AGREED BETWEEN THE PARTIES AND WITNESSETH AS FOLLOWS:

1. That in consideration of the agreed payment to be made by NIT Kurukshetra, to the Caterer, the caterer has agreed to provide the catering services to the participants of the scheduled courses to be conducted by NIT, guests and staff of NIT during one year beginning _____. The parties may renew the same thereafter by mutual consent.
2. That the items of the menu, which the caterer would be, expected to supply in the Mess are cited in Appendix hereto.
3. That the rates for various items during the period of contract will remain fixed as per the Appendix.
4. That hostel mess committee may also decide to include additional items (add-ons) in the menu for a mutually agreed extra charge between both the parties. The caterer should collect these extra charges directly from the students and institute should not be held responsible for these payments. These additional items should be made available as per a decided schedule, however, need not be compulsory for all students. This will be purely optional. Each student may choose additional item at his/her own choice.
5. That the food served by the caterer shall be wholesome and clean. Competent authority /or nominee of the competent authority may at any time enter upon the premises allotted to the Caterer for the purpose of this agreement/contract to take away samples free, for purposes of inspection, trial or analysis. The competent authority or any nominee's decision about the desirability or quality of the articles offered for consumption in the dining hall shall be final.
6. That a Committee, nominated by the competent authority, will monitor the quality of the food and other items supplied by the caterer including services.
7. NIT Kurukshetra may call for the advice of its Medical Officer on matters of hygiene in the Hostel Mess and such advice of the Medical Officer shall not be contested by the caterer.
8. That the caterer would provide a sufficient number of cooks, waiters and other servants in the kitchen, dining hall and mess and shall take all reasonable precautions to see that these waiters and servants while on duty attire themselves in the uniform approved by the competent authority and are professional, civil, sober and honest in their dealings with the hostel residents and staff and any other users of their services and
9. That the caterer shall only employ in his service such persons whose antecedents have been verified by the police and who have also been medically

examined at the caterer's own cost and to the satisfaction of the competent authority. The caterer shall be required to give an undertaking to the competent authority to this effect. The caterer shall not make any additions/alterations in the premises provided by NIT Kurukshetra, for use as kitchen and allied purposes to the caterer during the currency of this agreement and/or otherwise.

10. The caterer undertakes to keep the premises, kitchen, dining room and other area connected therewith neat, clean and tidy at all times and in accordance with the health/hygienic bye-laws.
11. That all the workers providing the services under this agreement shall be employees of the caterer, and NIT Kurukshetra shall not have an employer-employee relationship with the employees of the caterer. The caterer undertakes to keep NIT Kurukshetra harmless and indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the caterer and NIT Kurukshetra is purely contractual and NIT Kurukshetra is not responsible and/liable for the employees and for staff of the caterer.
12. Notwithstanding anything contained in the clauses above if any employee and/ staff member of the caterer in the opinion of NIT Kurukshetra, is not rendering proper service or is otherwise guilty of any misdemeanor or is found otherwise undesirable, the caterer shall forthwith remove that person from NIT Kurukshetra Campus, with immediate effect and replace him suitably.
13. That the caterer shall have no right or interest in the premises allotted for kitchen, dining hall and other allied purposes and he shall have no right or interest to remain in possession thereof at the end of this Agreement or on the termination thereof at any time.
14. That service hours in the Hostel Mess shall be as given above provided that the timings may be modified by the competent authority if and when considered necessary.
15. All the residents in the Hostel shall take their breakfast and meals in the mess and the caterer shall not be authorized to serve the meals in the rooms of the Hostel except with the written permission of the competent authority.
16. The caterer shall obtain instructions from competent authority along with the type of menu that may be served in the official lunches/dinners/tea parties to the participants of training courses.
17. The caterer shall display the approved menu prominently in the dining hall.
18. The caterer shall be provided by NIT Kurukshetra with necessary area/premises i.e. one dining hall, one kitchen and requisite furniture and/ gadgets and he shall be responsible for the proper maintenance of both, the premises as well as the furniture and other gadgets provided by NIT Kurukshetra. The responsibility for proper repair, maintenance and safety/security of all fitting, fixtures and equipments will be of the caterer.
19. The caterer shall make available all other implements for running the mess, things like crockery, cutlery, linen, flower vases, livery etc. for the hostel mess staff etc. and these shall be according to the standard prescribed by the authority of the institute.
20. The caterer shall be required to use LPG gas only for cooking purposes. All the expenses for LPG gas will be borne by the caterer. The LPG Gas must be procured by the caterer.
21. The caterer will have to pay the electricity charges as per actual

22. The caterer will have to pay @ 5/- per day per head towards the usage charges of the installed kitchen equipment and accessories
23. The Caterer shall pay a sum of Rs. 5,00,000/- as Security Deposit, which shall be refunded, without any interest thereof, at the end of the contract after adjusting the amount of any damage caused to NIT Kurukshetra by any omission or discrepancy on the part of the Caterer or his employee.
24. NIT Kurukshetra will have the right to review the working of this agreement from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this agreement or that his working is unsatisfactory, NIT Kurukshetra, may curtail the agreed period of this agreement and terminate this agreement with a notice period of one month, and make good any losses suffered by NIT Kurukshetra out of the security deposit made by the Caterer.
25. That the caterer shall maintain a suggestion book for recording of suggestions for improvement by the residents and the staff. Such suggestions, after having the approval of Mess Committee, should be forthwith acted upon by the caterer. The suggestion and complaint book should be kept open for the inspection of the residents and the competent authority or his nominee.
26. The Caterer shall keep and maintain a register at the entrance of the dining hall wherein all hostellers will sign before taking meals.
27. There could be some separate courses or workshops (organized by the NIT Kurukshetra) in which external participants will participate. If required, the institute may ask to provide them messing facilities. In such a case the caterer shall submit the bill to NIT Kurukshetra for the food served to the participants of the course soon after the course is over on the basis of menu/rates approved.
28. The payment to the caterer shall be made through cheque after making statutory deductions i.e. TDS etc.

I agree to the terms and conditions laid out in the clauses above in entirety in presence of the witnesses mentioned below.

Chief Warden (Girls)
NIT Kurukshetra

Caterer

WITNESS:

1. _____

2. _____