

Tender
For
Providing Mess Services in Aurobindo Hostel
at
Malaviya National Institute of Technology Jaipur

NIT No. : DSW/HO/06/2025-MNIT.JP
NIT Issue Date : 02nd September 2025
Pre bid Meeting : 10th September 2025 at 03:00 PM
Last Date of Submission : 24th September 2025 at 05:00 PM
Bid Opening : 25th September 2025 at 04:00 PM



Malaviya National Institute of Technology Jaipur
Jawahar Lal Nehru Marg, Jaipur – 302017 (Rajasthan)
Email: hosteloffice@mnit.ac.in
Website:- www.mnit.ac.in

Malaviya National Institute of Technology (MNIT), Jaipur, is an apex institute established by the Ministry of Education, Government of India. The Dean (Student Welfare), MNIT Jaipur, would like to invite online tenders in two bid system (QCBS system) for providing mess services in Aurobindo Hostel of MNIT Jaipur. The details of hostels in which there is requirement for providing mess services is as follows:

S.No.	Location of Mess	Tentative Strength (approx.)	Remarks
1	Aurobindo Hostel	900 Students	Tentative Strength of Students may vary as per the choice of Students i.e. in which mess student wants to avail mess facilities
Note: The contractor will have to provide the mess services (cooking and dining) at multiple halls (Lower and Upper Hall) for smooth functioning of mess.			

NOTICE INVITING TENDER

1. Malaviya National Institute of Technology Jaipur through Dean (Student Welfare) invites Open Tender for “Providing mess services at Aurobindo Hostels of MNIT Jaipur.
2. The contract will be **initially for a period of one year** which may be extended on year-to-year basis maximum upto 2 years on the same terms & conditions by Dean (SW) MNIT Jaipur on the recommendations of the Mess Committee and Warden of the respective Hostels depending on satisfactory performance of the vendor/contractor/service provider.
3. Dean (SW), MNIT Jaipur reserves the right to award one or more mess to separate Bidder(s).
4. At present, MNIT Jaipur is having around 950 enrolled resident students in Aurobindo Hostel, **however the Dean (SW) MNIT Jaipur does not commit any specific number of students for particular Mess.** Students will be allowed to change between the Messes of Aurobindo and Aravali Hostel, only once in a semester within 60 days of the beginning of the semester. Furthermore, only 15% students of the total capacity of the desired hostel can change the mess.
5. The details of the Tender are given below:

Type	Open Tender
EMD	Rs. 9,30,000/- (Rupees Nine lakh thirty thousand only)
Performance Security Deposit	5% of the contract value in favor of “MNIT Mess Council” (Within 14 Days after Issue of Work Order to Successful Bidder)
Bid Validity	180 Days (From the last date of Bids Submission)
Email Address	hosteloffice@mnit.ac.in
Contact No.	+91-9549891444

6. Corrigendum, if any will be notified on CPPP (e-publishing portal) and Institute’s website (for reference only).
7. The Eligibility criteria, Evaluation procedure and Special Instructions to the bidders of the tender are mentioned in **Section A** of this document.
8. The General terms and conditions for providing mess services are mentioned in **Section B** of the tender document.
9. The Scope of Work, Operational Norms and Conditions of the contract are mentioned in **Section C** of the tender document.
10. The bidders may visit and inspect the site of operations; if needed; before Closing Date & time of Online Bid submission.

Document Download: The Non-transferable bidding documents for 'Providing Mess services at Aurobindo Hostel of MNIT Jaipur', may be downloaded from CPPP Site <https://eprocure.gov.in/epublish/app> and Institute's website i.e., www.mnit.ac.in (for reference only)

11. Not more than one bid shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s), director(s) are common) be allowed to bid for the same contract as separate competitors. A breach of this condition will render the bids of both parties liable for rejection.
12. Bidder who has downloaded the tender from the Institute's website i.e. www.mnit.ac.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/epublish/app> shall not tamper/modify the bid document. In case if the same found tampered/modified in any manner, bid will be completely rejected and Vendor/Caterer is liable to be banned from doing business with MNIT Jaipur.
13. Intending service providers are advised to visit Institute website i.e. www.mnit.ac.in and CPPP (e-publishing portal) website <https://eprocure.gov.in/epublish/app> regularly till closing date of submission of tender for any corrigendum/addendum/ amendment.
14. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such case. If any particulars/query is not applicable in the case of the bidder, it should be stated as not applicable. However, the bidders are cautioned that giving the information in unclear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the bid being summarily disqualified.
15. The bidder is advised to enclose any additional information, which he/she thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Dean (SW) MNIT Jaipur calls it for.
16. Every page of the bid must be endorsed with seal and signature by the competent person.
17. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he/she is signing as
 - 17.1 A sole proprietor of the firm or constituted attorney of sole proprietor
 - 17.2 A partner of the firm, in which case he/she must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - 17.3 Constituted attorney of the firm provided that
 - (a) In case of 17.2 above, a copy of the partnership agreement of general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
 - (b) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.

- (c) A person signing the tender or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he/she has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Dean (SW) MNIT Jaipur may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Dean (SW) MNIT Jaipur for all Cost and damages arising from the cancellation of the contract including any loss which the Dean (SW) MNIT Jaipur may have on account of execution of contract / intended contract.
18. At any time, prior to the date of submission of bids, the Dean (SW) MNIT Jaipur may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment. The amendments may be notified through the CPPP e-publishing Portal <https://eprocure.gov.in/epublish/app> and Institute's website i.e. www.mnit.ac.in.
 19. The tender shall remain valid for 180 days from the last date of Bids Submission.
 20. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Dean (SW) MNIT Jaipur reserves the right to reject such bids in which conditions of rebate are stipulated, without assigning any reason thereof.
 21. The bidders, having represented the organization, should have the required professional skills, and personnel and technical resources, to provide the services on the terms and conditions set forth in this tender document. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Dean (SW) MNIT Jaipur.
 22. The bidder is expected to examine all instructions, forms, terms and conditions (specifications) in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Bids not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarification.
 23. All corrections(s) and alternation(s) in the entries of tender document papers shall be signed in full by the vendor with date. No erasure or over-writing is permissible.
 24. Canvassing in connection with tender is strictly prohibited and Bids submitted by the vendor who resort to canvassing shall be liable for rejection.
 25. Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:
 - 25.1 Any conditional bid.
 - 25.2 The Minimum Reasonable Cost of food per student per day inclusive of GST should not be less than Rs. 115 per student per day with the menu detailed in this tender.
- Note: To discourage deliberate underquoting or overpricing to bag the contract, the bids of those bidders quoting less than Rs. 115/- (Inclusive of GST) per day will be treated as unresponsive.**
26. Award of contract:
 - 26.1 The Dean (SW) MNIT Jaipur will award the contract to the bidder(s) whose bid has been determined to be substantially responsive as described in the Evaluation Procedure (Section A, S.No. 2).
 - 26.2 Notwithstanding the above, the Dean (SW) MNIT Jaipur reserves the right to accept or reject any and to cancel the bidding process and reject all the quotations at any time prior to the award of contract.
 - 26.3 The bidder(s) whose bid is accepted will be notified for the award of the contract by the Dean (SW) MNIT Jaipur prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the contract.

- 26.4 Within 14 (fourteen) days of the receipt of the notification of the award of the contract from the Dean (SW) MNIT Jaipur, the successful bidder shall furnish Performance Bank Guarantee. **Bank Guarantee:** Successful Bidders shall submit a refundable interest free Bank Guarantee from a scheduled nationalized bank to Hostel Office MNIT Jaipur in favour of “MNIT Mess Council” payable at Jaipur. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. Failure to comply with the above said requirement shall constitute sufficient grounds for the annulment of the award.
- 26.5 The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non- performance of any of such obligations shall make the bidder liable for all consequential effects.
- 26.6 The successful bidder(s) at its own cost shall have to execute an agreement with the Dean (SW) MNIT Jaipur on a non- judicial stamp paper of Rs. 500/- (Rupees Five hundred only) or of the value as may be applicable at the time and commence the work within 15 days or within stipulated time provided by the Hostel Office, MNIT Jaipur; whichever is earlier; from the date of award of Contract. The Dean (SW) MNIT Jaipur shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs, charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.

SECTION A

1. **Eligibility Criteria:**

- 1.1. The applicant should have relevant License(s) to run catering/mess services from concerned Govt. authorities. Example: FSSAI Certificate, etc. as deemed necessary for applying for tender of mess services.
- 1.2. The applicant should be in a Mess services business in institutions for a minimum period of three years out of previous five years i.e. from 1 Jan. 2020 to on 30 June 2025.
- 1.3. Experience of having successfully run the services of similar nature of work in IIT's, NIT's, Central Universities or any other reputed institutions (Government/PSU/Private, etc.) for a period not less than three years out of previous 5 years i.e. from 1 Jan. 2020 to on 30 June 2025 (similar nature of work means the running of the hostel mess of educational institutions for a period not less than 3 years out of previous 5 years i.e. from 1 Jan. 2020 to on 30 June 2025 and serving capacity of 1000 students or more in each year against the experience submitted). To this effect bidder should submit copies of respective contracts. Vendor operating canteen/cafeteria/supply of ready-made food/catering services/training programs need not apply.
- 1.4. To this effect bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number, type and quality of services) i.e. satisfactory completion /performance report.
- 1.5. The bidder's must have annual financial gross turnover during the last three financial years ending 31st March of the previous financial year (i.e. 31.03.2025) not be less than Rs. 5.00 crore in each financial year which shall be duly certified by a Chartered Accountant.
- 1.6. Financial Solvency Certificate - The bidder should have a minimum solvency of Rs. 25.00 lakh (Rupees Twenty- Five Lakh). A certificate to this effect is to be enclosed from the banker.
- 1.7. The bidder must submit ISO 22000 certificate with valid certificate no. and validity no.
- 1.8. Relationship of key managerial positions (owner/promoters/directors) of the contractor/bidder with key managerial positions of MNIT Jaipur will debar the contractor/bidder(s) from tender. A non- relationship certificate (refer Form IV) must be submitted along with bid.
- 1.9. If any bidder/contractor(s) fails to meet any of the above eligibility criteria, he/she will be disqualified.

2. **Evaluation Procedure:**

- 2.1. The evaluation of scrutinized bids will be done in two stages based on the QCBS (Quality and cost-based selection), with **70% weightage for the technical evaluation bid and 30% for the financial bid**.
- 2.2. The received bids will be scrutinized on the basis of documents submitted as mentioned Annexure – I (Section A), by the committee constituted by the Dean (SW) MNIT Jaipur.
- 2.3. The Technical Bid of eligible bidder as per Annexure-I Section A, will be evaluated by as per the procedure described below:
 - 2.3.1. On the basis of the technical bid along with valid supporting documents, the Committee will evaluate the bids who comply with all the criteria and score a minimum of 50% marks for the criteria as described in Annexure-II (Section A). The bidder with equal to / more than 50% marks in technical evaluation will be considered for financial evaluation i.e. the financial bid of only those bidders will be opened who will score equal to / more than 50% marks in technical evaluation.
- 2.4. Under QCBS selection, the technical proposals will be allotted a weightage of 70% (seventy

percent), while the financial proposals will be allotted a weightage of 30% (thirty percent). A proposal with the minimum quoted price among all qualified bidders will be given 100% score in financial bid, and other proposals will be given financial scores that are inversely proportional to their prices compared to the minimum quoted price as decided above.

- 2.5. Under QCBS selection, the total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the bid shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.
- 2.6. On the basis of technical evaluation and financial evaluation, the committee will consider the highest scorer bidder (H1) for award of contract for Aurobindo Hostel.
- 2.7. Dean (SW) MNIT Jaipur reserves the right to allocate different mess to different vendors as well as number of diners (students) to different bidders.
- 2.8. Dean (SW) MNIT Jaipur reserves its right to select or reject any or all of the bids mentioned above without assigning any reasons.
- 2.9. Evaluated Bid Score (B) will be calculated for each responsive Bid using the following method, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:
 - The lowest price bid of vendor $P = ₹ X$
 - The price bid of vendor $Q = ₹ Y$
 - The score of vendor P in financial proposal = 30 marks (100% being lowest price)
 - The score of vendor Q in financial Proposal = $30 * X/Y$ marks
 - The total score will be computed on the basis of the QCBS system (70% weighted age to the technical evaluation score and 30% weighted age to the financial bid score).
 - The work will be awarded to the highest scorer bidder.
- 2.10. Technical Bid: should contain following documents/information:

A) EMD (if applicable): The Bidder should submit an EMD in the form of NEFT/RTGS/Demand Draft from any of the Commercial Banks in the name of “MNIT Mess Council” payable at Jaipur. Bidder has to upload scanned copy / proof of the DD/ banker cheque along with bid and has to ensure delivery of hardcopy to the Hostel Office, MNIT Jaipur before last date of Bid End date. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name:

Account Name: MNIT Mess Council

Account No.: 676805000038

IFSC Code: ICIC0006768

Bank Name: ICICI BANK LTD

Branch address: MNIT Jaipur Branch

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful Bidders after the award of contract. NSIC / MSE registered bidders/Startup certificate must submit a copy of valid NSIC / MSME Registration Certificate/Startup certificate for exemption of EMD.

B) Refund of EMD: The EMD will be returned to unsuccessful vendors only after the tender are finalized. In case of a successful vendor, it will be retained till the successful execution of work.

2.10.1. Bid submission Performa as per **Form –I**

- 2.10.2. Checklist as per **Form -II** consisting of following details: Name (As per Registration Certificate), correspondence address, telephone number and fax number/E-mail id of the bidder and other details such as Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Registration No., PAN, GST Registration No., FSSAI, EPFO, ESIC No., etc. & other required valid licenses and other documents as per the tender terms & conditions).
 - 2.10.2.1. Complete details of the company/firm indicating the name(s) of the owner(s) and staff members as supporting document.
 - 2.10.2.2. The earlier name and the reason thereof, in case the company/firm ever changed its name any time.
 - 2.10.3. List of past clients indicating the value of the contract & duration of the contract, in addition to List of present clients' along with the contract value & commencement date as per **Form - III**.
 - 2.10.3.1. List of the contract(s) and reasons thereof, in case the company ever required to suspend catering services for a period of more than 03 months continuously after the commencement of catering services.
 - 2.10.3.2. List of the contract(s) and reasons thereof, in case the company ever required to leave the awarded contract incomplete.
 - 2.10.4. Non-relation certificate as per **Form - IV**.
 - 2.10.5. Bid Security Declaration as per **Form - V**.
 - 2.10.6. CA certified Turnover Certificate for the last three financial Years ending 31st March of the previous financial year (**Form - VI**).
 - 2.10.7. Non-Black listing, non-Debarring declaration as per **Form - VII**.
 - 2.10.8. An affidavit duly certified by a Notary that there is no police case/ vigilance enquiry pending against the Partners of the firm or sole proprietor of the Company as the case may be, and that has never been punished by the Hon'ble Court.
 - 2.10.9. The entire document should be duly signed & sealed by the bidder.
 - 2.11. Tie-Breaker: In case if there is a tie in the marks obtained by the bidders, the merit shall be determined in the following orders. If it is decided by point "2.8.1" onwards, the evaluation will be completed and so on.
 - 2.11.1. The bid with highest technical score
 - 2.11.2. Average Annual Turnover
 - 2.11.3. Number of years in operation.
 - 2.11.4. Have satisfactorily completed or executed Institutional mess services contracts in any one IITs/AIIMS/NITs/IIMs/CU and other Govt. Higher education institute during the period of FY 2022-23 to FY 2024-25)
 - 2.11.5. Mess service contracts currently operational by bidder (as on 30 June 2025) in any one of IITs/AIIMS/NITs/IIMs/CU and other Govt. Higher education institute.
3. **Local Content:** The firm has to specify local content in the product/service quoted by them in Form-IX to ensure participation of local suppliers in domestic tender in compliance of Govt. of India norms.

4. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to submit scanned copy of signed integrity pact (as mentioned in Form-VIII) as per Buyer organizations policy along with bid. In case of non-receipt of integrity pact in prescribed format, the bid will be summarily be rejected without any correspondence in this regard.

Annexure- I (Section A)

Sr. No.	Parameters	Mandatory Requirement (Specify Yes/NO with Page No.)
1.	Bidder should have successfully completed at least three contracts of minimum one year duration for providing catering services having capacity of 1000 students or more in the last three years out of previous 5 years i.e. from 1 Jan. 2020 to on 30 June 2025. To this effect bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number, type and quality of services) i.e. Satisfactory completion /performance report.	
2.	The bidder's must have annual financial gross turnover during the last three financial years i.e. 2022-23 to 2024-25 not be less than Rs. 5.00 crore, which shall be duly certified by a Chartered Accountant. (Form – VI)	
3.	Financial Solvency Certificate (The bidder should have a minimum Solvency of Rs. 25.00 lakh (Rupees Twenty-Five Lakh).	
4.	Bid Submission Performa (Form - I) Checklist (Form - II) List of Past/Present client (Form - III) Non-relation certificate (Form - IV) Security Declaration (Form - V) Non-Black listing/Non-Debarring declaration (Form-VII) Integrity Pact – (Form VIII) Declaration of local content (Form- IX)	

Annexure – II (Section A)

S.No.	Parameters	Total Marks = 70
1.	Annual financial gross turnover for 2022-23, 2023-24, 2024-25 (as per Form -VI) (CA certified Turnover) (i) Less than 5.00 Crore: NIL (ii) 05 Crore to less than 10 Crore: 10 Marks (iii) 10 Crore to less than 15 Crore: 15 Marks (iv) 15 Crore to less than 20 Crore: 20 Marks (iv) 20 Crore and above: 25 Marks	Maximum Marks 25
2.	Total Years of Experience in the field of Mess Services (as described in clause 1.3 section A) (i) Less than 03 Years: NIL (ii) 03 Years to less than 05 years: 10 Marks (iii) 05 Years to less than 07 years: 15 Marks (iv) 07 Years to less than 09 years: 20 Marks (v) More than 09 years: 25 Marks	Maximum Marks 25
3.	Financial Solvency Certificate - (The bidder should have a minimum solvency of Rs. 25.00 lakh (Rupees Twenty-Five Lakh). A certificate to this effect may be enclosed from the banker. Minimum requirement of Rs. 25.00 Lakh. (i) Less than Rs. 25 lakhs: NIL (ii) Rs. 25 lakhs: 01 Marks (iii) Rs. 50 lakhs: 02 Marks (iv) Rs. 75 lakhs: 03 Marks (v) Rs. 1 crore: 04 Marks (vi) Rs. 1.25 crore: 05 Marks	Maximum Marks 05
4.	Any one work order having annual contract value more than Rs. 3 Crore (i) Less than 3 Crore: NIL (ii) 03 Crore to less than 04 Crore: 05 Marks (iii) 04 Crore to less than 06 Crore: 10 Marks (iv) More than 06 crore: 15 Marks	Maximum Marks 15

DEFINITIONS (SECTION – B)

1. GENERAL TERMS AND CONDITIONS FOR SERVICES

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT:

Shall mean a written CONTRACT signed between Dean (SW) MNIT Jaipur and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 SITE:

Shall mean the place in which the operations/services are to be carried out or places approved by MNIT Jaipur for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site. At present, MNIT Jaipur is operating four messes in various hostels of the campus namely Gargi Hostel, Vinodini Hostel, Aravali Hostel & Aurobindo Hostel. Dean (SW) MNIT Jaipur reserves the right to award the contract for one Mess or more Mess.

1.3 DEAN (SW) MNIT JAIPUR REPRESENTATIVE:

Shall mean the person or the persons appointed by Dean (SW) MNIT Jaipur from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.4 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by Dean (SW) MNIT Jaipur and shall include its authorized representatives, successors and permitted assignees.

1.5 CONTRACTOR'S REPRESENTATIVE:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the Dean (SW) MNIT Jaipur as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.6 CONTRACT PRICE:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by Dean (SW) MNIT Jaipur and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on MNIT Jaipur for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by Dean (SW) MNIT Jaipur.

1.7 DAY:

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.8 SERVICE:

Shall mean and include cited services (Mess catering) which CONTRACTOR is required to provide to the Dean (SW) MNIT Jaipur for/under the CONTRACT and amendments thereto.

1.9 INSPECTORS:

Shall mean any person or outside Agency nominated by Dean (SW) MNIT Jaipur to inspect documents in the CONTRACT stage-wise as well as final as per the terms of the CONTRACT.

- 1.10 **THIRD PARTY:**
Shall mean any group, person or persons who may be engaged by Dean (SW) MNIT Jaipur in activity associated with the work/service specified but who shall remain at an arm's length from the work/service and who shall not have a direct responsibility or authority under the terms of this CONTRACT.
- 1.11 **APPROVAL:**
Shall mean and include the written consent duly signed by Dean (SW) MNIT Jaipur or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT.
- 1.12 **SINGULAR/ PLURAL WORDS:**
Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.
- 1.13 **GROSS NEGLIGENCE:**
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 1.14 **WILLFUL MISCONDUCT:**
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2. DURATION OF THE CONTRACT:

The contract will be **initially for a period of one year** which may be extended on year-to-year basis maximum upto 2 years on the same terms & conditions by Dean (SW) MNIT Jaipur on the recommendations of the Mess Committee and Warden of the respective Hostels depending on satisfactory performance of the vendor/contractor/service provider.

3. NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

<p>CONTRACTOR'S REGISTERED OFFICE AND ADDRESS</p> <p>-----</p> <p>-----</p>	<p>Deputy Registrar Hostel Office Malaviya National Institute of Technology Jaipur Jawahar Lal Nehru Marg, Jaipur - 302017 (Rajasthan) Mobile No.: +91-9549891444</p>
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4. DUTIES AND POWER /AUTHORITY:

- 4.1 The duties and authorities of Hostel Office to act on behalf of the Dean (SW) MNIT Jaipur for:
- (i) Overall supervision, co-ordination and Management.
 - (ii) Proper utilization of the services.

- (iii) Commenting/ countersigning on reports made by the Contractor's representative at site in respect of services, receipts, etc. after satisfying himself/herself with the facts of the respective cases.
- (iv) The Dean (SW) MNIT Jaipur / Hostel Office MNIT Jaipur representative shall have the authority, but not any obligation at all times and any time to inspect/test/examine/ verify any service(s), tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work at any point of time. Hence, the overall responsibility of quality of services shall rest solely with the CONTRACTOR.
- (v) Each and every document emerging from service in support of any claim by the contractor has to have the counter signature/ comments of Dean (SW) MNIT Jaipur / Hostel Office MNIT Jaipur representative without which no claim will be entertained by Dean (SW) MNIT Jaipur.

4.2 CONTRACTOR's REPRESENTATIVE:

- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- (ii) He shall liaise with Dean (SW) MNIT Jaipur / Hostel Office MNIT Jaipur representative for effective co-ordination and timely execution of the required services.

5. PENALTY POINTS

Penalties for violation or rules, terms and conditions

As and when Mess Council MNIT Jaipur proposes a fine, they will inform the representative of the Contractor, and the fine will be imposed by the Hostel Office MNIT Jaipur on recommendation of the Mess Council MNIT Jaipur. The Contractor shall be fined for not adhering to the agreed terms as per the following rules:

- 5.1 Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 1,000/- on the Contractor.
- 5.2 Each instance of not generating a bill for a transaction, would invite a fine of Rs.2000/-.
- 5.3 Instance of complaint of an insect/hair found/foreign object cooked along with food or found in food item would invite a fine of Rs. (No. of Student served that day x diet) /- on the Contractor.
- 5.4 Three or more complaints within a two-week period of insects and/or foreign object cooked along with food or found in any food item would invite a fine of Rs. 20,000/- on the Contractor.
- 5.5 Each instance of complaint of a foreign object ex nail, plastic etc. that is deemed dangerous by the Mess Council MNIT Jaipur would invite a fine of Rs. 20, 000/- on the Contractor.
- 5.6 Three or more complaints of unclean or smell utensils/hygiene failure in within a two-week period would lead to a fine of Rs.10, 000/- on the Contractor.
- 5.7 If Mess Council MNIT Jaipur agrees that certain meal was not cooked properly then a fine of Rs. 5,000/- would be imposed on the Contractor.
- 5.8 If food for any meal gets over within timings of mess and/or waiting time is more than 15 minutes for lunch or dinner, and 10 minutes for breakfast or tea, then a fine of Rs. 5,000/- would be imposed on the Contractor. The timings for that meal will be extended equivalent to delay time.
- 5.9 Any Changes/Deviation in menu of any meal without permission of Mess Council MNIT Jaipur would result in a fine of Rs. 5,000/- on the Contractor.
- 5.10 The quality of milk served must satisfy the highest standards of purity. It should have 3- 4% fat content or as recommended by Mess Council. Inappropriate quality and dilution of milk shall attract a penalty of Rs. 10,000/-.

- 5.11 Each instance of unprofessional behavior (lack of personal hygiene of staff, consumption of prohibited substances, smoking, spitting of Gutkha/Pan Masala etc., misbehavior by workers, maintaining unclean utensils etc. as determined by the Mess Council MNIT Jaipur etc.) will lead to fine of Rs. 5,000/- on Contractor.
- 5.12 Any instance of mixing of Veg and Non-Veg food, either during preparation or serving will attract a fine of Rs. 10,000/-.
- 5.13 Any violation of Green Office directives (related to act of harming the eco-friendly drive at the Institute) shall attract penalty of Rs. 2,000/-. Similarly, any improper disposal or dumping of waste, including dumping solid waste in drains shall attract penalty of Rs. 5,000/-.
- 5.14 Use of disposables without prior permission of Mess Council MNIT Jaipur - would invite a fine of Rs. 2000/- on the Contractor.
- 5.15 Mess staff members are not allowed to use any part of the mess premises for any other purpose. Each instance of violation will lead to a fine of Rs. 5,000/- on the Contractor.
- 5.16 Failure to maintain a proper health checkup of the workers or deputing the non-Vaccinated staff for Covid 19 or violation of Covid 19 instruction/SoP/ Guideline may attract a fine of Rs 20000/-
- 5.17 Not maintaining records of walk-in customers would invite a fine of Rs. 2000/-
- 5.18 Absence of proprietor or his representative empowered to take decision from Mess Council MNIT Jaipur meetings on due invitation (which will be held approximately once every month) will attract a fine of Rs. 10,000/- on Contractor.
- 5.19 No stale (not fresh, items used in a meal) items should be found in a mess after 08 hours of its preparation, if found, would invite a fine of Rs 5000/-
- 5.20 Non-Uses of butter paper to keep fried items would invite a fine of Rs 5000/-
- 5.21 Unavailability of items mentioned in the menu without any prior notice would invite a fine of Rs 5000/-
- 5.22 Using of brands not mentioned in the contract or without prior permission and/or adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Mess Council MNIT Jaipur.
- 5.23 Non-compliance of decided composition of ingredients for dish by Mess Council would attract a penalty of Rs 5000/-
- 5.24 Any failure/delay in remitting the monthly Infrastructural/Convenience Charges by the due date would attract penalty as decided by the Mess Council MNIT Jaipur.
- 5.25 Closure of Canteen without permission/approval of the Institute will attract the penalty of Rs 2000/-
- 5.26 Non-Functioning of any Mess Add-on services (mentioned in Form - X) for more than three days will attract the penalty of Rs 5000/-
- 5.27 For any rules stated in the agreement,
 - a) First violation of the rule implies fine as per the rule. However, in exceptional cases where the nature of violation is of serious nature, the Mess Council MNIT Jaipur may propose higher fines than those indicated above.
 - b) Second and subsequent violations of the same rule within 30 days of previous fine will 50% added in the initial amount of fine on the Contractor.
 - c) If any of the above rules are violated 10 times within one quarter (taken as a total) the Contractor would be liable for automatic disqualification, and the contract may be terminated. However, this is not the only criteria for termination. Dean (SW) MNIT Jaipur reserves the right to terminate the contract at any time, considering the frequency and seriousness of the violations.

6. CONTRACT DOCUMENT:

6.1 Governing Language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

6.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between Dean (SW) MNIT Jaipur and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

6.3 Modification in Contract:

All modifications leading to changes in the CONTRACT with respect to technical and/or financial aspects, including terms of delivery, shall be considered valid only when accepted in writing by Dean (SW) MNIT Jaipur by issuing amendment to the CONTRACT. Dean (SW) MNIT Jaipur shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

6.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of Dean (SW) MNIT Jaipur, sublet/SUB- CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

6.5 Waivers and Amendments:

- a) Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- b) Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the directives to be furnished by Dean (SW) MNIT Jaipur which may be amended from time to time by reasonable modifications as Dean (SW) MNIT Jaipur sees fit.

7. TERMS OF PAYMENT

7.1 Hostel Office through Dean (SW) MNIT Jaipur shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work, Operational Norms and Conditions (Section C), as per the price Schedule (Section D). The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

7.2 All Bills along with relevant supporting documents shall be submitted to Hostel Office MNIT Jaipur.

7.3 Invoices with original supporting documents duly countersigned by Mess Committee of the respective hostel wherever applicable will be submitted on monthly basis by the CONTRACTOR to Hostel Office MNIT Jaipur and payment shall be made within 15 (fifteen) calendar days from the date of receipt of clean invoice at the above office.

The original invoice should also accompany the following documents/details:

- 1) Along with first invoice:
Following documents / details should be invariably furnished along with the first invoice:
 - a) Copy of valid Registration certificate under the GST rules.
 - b) Particulars required for making payments through Cheque/RTGS/NEFT, in accordance with the clause on 'MODE OF PAYMENT' of bid document.
 - c) Mobile No.
 - d) E-mail ID (If any)
- 2) Periodical / Monthly payment:
 - a) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST registration number, Service Classification, Rate and amount of GST shown separately).
 - b) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract. Wage Sheet, EPF, ESI and NEFT transfer details.

7.4 In the event of any dispute in a portion or whole of any invoice, Hostel Office through Dean (SW) MNIT Jaipur shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

8. CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:

8.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, and services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of MNIT Jaipur. Dean (SW) MNIT Jaipur may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's services, labour, materials and services under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

8.2 Notice of Claims:

CONTRACTOR or Dean (SW) MNIT Jaipur, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

8.3 Taxes:

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including corporate and personal taxes levied or imposed on the CONTRACTOR on account of payments received by it from Dean (SW) MNIT Jaipur for the work done under this CONTRACT. The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, vendors, consultants etc. on account of payment received under this CONTRACT.

It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

The GST invoices should invariably contain the following particulars:

- (i) Name, Address and the Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
- (ii) Name and Address of the Service Receiver (Address of Hostel Office MNIT Jaipur).
- (iii) Description, Classification and Value of taxable service and the amount of applicable tax separately indicating Education Cess and Secondary & Higher Education Cess, wherever applicable)

8.4 Corporate Taxes:

8.4.1 The CONTRACTOR shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time. The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by Dean (SW) MNIT Jaipur for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT.

8.4.2 Tax shall be deducted at source by Dean (SW) MNIT Jaipur from all sums due to the Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

8.4.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, it is required to furnish his Permanent Account Number (PAN) which is mandatory to the person responsible for deducting tax at source.

8.4.4 For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, Dean (SW) MNIT Jaipur shall not take any responsibility whether financial or otherwise.

9 PERFORMANCE:

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all- reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Dean (SW) MNIT Jaipur and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 3 days upon the receipt of written notice from Dean (SW) MNIT Jaipur to improve their performance failing which Dean (SW) MNIT Jaipur may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) day's written notice.

10 PERFORMANCE GUARANTEE:

The CONTRACTOR shall furnish to Dean (SW) MNIT Jaipur within 14 days from the date of Award of contract, Performance Guarantee in the form of Demand Draft or online transfer for the period specified in the bid document/ Notification of Award towards performance under this CONTRACT. In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement or in the event of termination of the contract under provisions of this contract and /or in respect of any amount due from the CONTRACTOR to Dean (SW) MNIT Jaipur, Dean (SW) MNIT Jaipur shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to Dean (SW) MNIT Jaipur on demand.

11 DISCIPLINE:

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and shall abide by and conform to all rules and regulations promulgated by Dean (SW) MNIT Jaipur governing the operations. Should Dean (SW) MNIT Jaipur feel that the conduct of any of CONTRACTOR or contractor's employees is detrimental to MNIT Jaipur's interest, Dean (SW) MNIT Jaipur shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by competent qualified person at CONTRACTOR's cost.

12 SAFETY AND LABOUR LAWS:

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Dean (SW) MNIT Jaipur shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking or consumption of alcohol/any other prohibited substance shall be permitted while on duty by any of contractor's personnel in MNIT Jaipur premises or during work hours.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

13 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER

All contracts involving deployment of Contractor's manpower within MNIT Jaipur's premises the Contractor shall submit the following documents to Hostel Office MNIT Jaipur prior to start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the personal proposed to be deployed by their firm at MNIT Jaipur premises is/are impeccable.
- (ii) Undertaking from the Contractor that their firm has scrutinized the previous working of the person(s) proposed to be deployed by them at MNIT Jaipur premises and there is nothing adverse as regards his/her character and antecedent.
- (iii) The Medical report of the worker
- (iv) Complete Covid 19 Vaccination certificate
- (v) Police verification

14 SECRECY:

CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by Dean (SW) MNIT Jaipur, divulge or grant access to any information about the work. CONTRACTOR shall not also destroy any report, note or any other document to the operation/ work required by Dean (SW) MNIT Jaipur. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

15 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.

16 INSURANCE:

- a. CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. Dean (SW) MNIT Jaipur will have no liability on this account.
- b. Deductible: - That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.
- c. CONTRACTOR shall require to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

17 INDEMNITY AGREEMENT:

17.1 Indemnity by Contractor:

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified Dean (SW) MNIT Jaipur, (other than the CONTRACTOR) and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments' and fines/penalty arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

- a) Personal injury, illness or death of:
 - i) Any of CONTRACTOR or CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of Institute);
 - ii) Subject to clause 17.1 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel; and
 - iii) Loss or damage to: any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subject to clause any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel.

18 TERMINATION

18.1 Termination on expiry of the Contract

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless Dean (SW) MNIT Jaipur has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

18.2 Termination on account of Force Majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 23 (Section B).

18.3 Termination on Account of Insolvency

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then Dean (SW) MNIT Jaipur shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

18.4 Termination for Unsatisfactory Performance

- (i) If Dean (SW) MNIT Jaipur considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, Dean (SW) MNIT Jaipur shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. Dean (SW) MNIT Jaipur shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained

in the said written notice issued by Dean (SW) MNIT Jaipur.

- (ii) If 3 or more written notice on behalf of unsatisfactory performance is given to the contractor from Dean (SW) through Hostel Office than Dean (SW) reserves the right to terminate the contract immediately.

18.5 Termination for delay in Mobilization

Successful bidder shall be required to mobilize specified services in the line with the Work order (WO)/Rate Contract (RC) along with crew (only manpower) for commencement of services at MNIT Jaipur site within a maximum of 15 (fifteen) days or within stipulated time provided by the Hostel Office, MNIT Jaipur; whichever is earlier; from the date of WO/RC. If the CONTRACTOR (successful bidder) fails to mobilize as above, Dean (SW) MNIT Jaipur shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

18.6 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of Dean (SW) MNIT Jaipur to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this agreement that reasonably require some action or forbearance after such termination.

In case of termination of Contract herein set forth, except under 18.1 and 18.2, and / or annulment of the contract due to non-submission of Performance Guarantee and following actions shall be taken against the Contractor:

Dean (SW) MNIT Jaipur shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be Black listed for a period of two years from the date of the order for putting the Contractor on holiday listing is issued.

Pending completion of the enquiry process for putting the Contractor on holiday listing, Dean (SW) MNIT Jaipur shall neither issue any EOI enquiry to the defaulting contractor nor shall consider their offer in any ongoing EOI.

19. DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES (LD)

- a. CONTRACTOR shall mobilize and deploy the required services as per the Contract so as to commence the services at the specified site (s) within a maximum of 15 days or within stipulated time provided by the Hostel Office, MNIT Jaipur; whichever is earlier; from the date of Rate Contract /Work Order.
- b. If the CONTRACTOR fails to mobilize and deploy the required services and / or fails to commence the operations within the period specified in sub clause (a) above, Dean (SW) MNIT Jaipur shall have, without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.
- c. If the contractor is unable to commence the operations within the period specified in sub clause (a) above, it may request Dean (SW) MNIT Jaipur for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, Dean (SW) MNIT Jaipur may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to Rs. 10,000/- , for each week of delay or part thereof, subject to a maximum of Rs. 50,000/- per month. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by Dean (SW) MNIT Jaipur on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

20. SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

21. CHANGE IN LAW:

21.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by Dean (SW) MNIT Jaipur subject to the production of documentary proof to the satisfaction of Dean (SW) MNIT Jaipur to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Dean (SW) MNIT Jaipur.

21.2 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Dean (SW) MNIT Jaipur will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, Dean (SW) MNIT Jaipur will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side. Notwithstanding the provision contained in clause 21.1 above, Dean (SW) MNIT Jaipur shall not bear any type of tax.

22. FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely Dean (SW) MNIT Jaipur and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, Dean (SW) MNIT Jaipur shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

23. JURISDICTION AND APPLICABLE LAW:

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Jaipur.

24. CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

25. INTERPRETATION:

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

26. ENTIRE AGREEMENT:

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of CONTRACTOR and Dean (SW) MNIT Jaipur.

27. INDEPENDENT CONTRACTOR STATUS:

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

28. LIMITATION OF LIABILITY:

Notwithstanding any other provisions, except only in cases of willful misconduct and /or criminal acts,

- a) Neither the Contractor nor the Dean (SW) MNIT Jaipur shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Dean (SW) / Hostel Office MNIT Jaipur and
- b) Contractor shall indemnify and keep indemnified Dean (SW) MNIT Jaipur harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (a) above.

SECTION C

SCOPE OF WORK, OPERATIONAL NORMS AND CONDITIONS

- 1) The Contractor shall not make any addition, variation or alteration in the MNIT Jaipur premises or any part thereof.
- 2) The specified premises for operation of mess services shall be used only for the purpose of operation of catering services, namely breakfast, lunch, evening snacks and dinner for the students, employees, guest of the Institute and for no other purpose/business. The contractor shall not permit anybody else in the mess premises.
- 3) Mess Committees/ wardens may also check the quality of food served etc. by the mess contractor at the place of his/her current contract of mess. Mess Contractor (hereinafter referred to as a contractor) is required to note that the health, safety and satisfaction of the authorized hostel inmates (students of MNIT Jaipur) is the prime concern of the hostel authority.
- 4) The Hostel Office through Dean (SW) MNIT Jaipur shall provide to the Contractor kitchen space, kitchen equipment's, furniture, fittings etc. and the Contractor will execute a proper receipt in favour of the Hostel Office MNIT Jaipur in respect of all such articles given by the Hostel Office MNIT Jaipur.
- 5) The Hostel Office MNIT Jaipur through Dean (SW) MNIT Jaipur shall provide necessary equipment/apparatus in serviceable condition and the Contractor is obligated to return the same to the Hostel Office MNIT Jaipur in good serviceable condition at the expiry of term of the contract. Any damages caused thereof, shall be borne by the Contractor on revocation/termination of the Agreement.
- 6) The Kitchen equipment etc. set out here in above shall be carefully maintained by the Contractor at his own cost and any damage arising there due to improper, negligent use shall be reimbursed by the Contractor to the Hostel Office MNIT Jaipur.
- 7) Mess Council MNIT Jaipur shall oversee the overall functioning of the dining halls. The Mess Council MNIT Jaipur Consists of nominated students, staff and faculty and decisions taken by the said council for issues with regard to the mess shall be final and abiding by the contractor.
- 8) The list of existing kitchen equipment and utensils provided at each of the dining halls is available with the Mess Council/Hostel Office MNIT Jaipur. If contractor required additional utensils/kitchen equipment, it may be provided on recommendation of Mess Council/Hostel Office MNIT Jaipur at the sole discretion of the Dean (SW) MNIT Jaipur.
- 9) The Contractor shall render, at the end of every three months an account of kitchen equipment, furniture, electricity fittings etc. given to him by the Hostel Office MNIT Jaipur and Mess Council MNIT Jaipur /any officer duly authorized by the Dean (SW) MNIT Jaipur shall have the right to inspect and check such kitchen equipment, utensils, furniture, and electricity fittings etc. at any time.
- 10) The Contractor shall not have the right to remove/carry any item/equipment supplied by the Hostel Office MNIT Jaipur outside the Institute premises either for the purpose of repairs or otherwise without the express permission in writing from the Mess Council MNIT Jaipur.
- 11) The Dean (SW) / Hostel Office MNIT Jaipur will not be responsible for the materials of the Contractor kept in the premises and it will be the responsibility of the Contractor to keep watch on his premises and Dean (SW) / Hostel Office MNIT Jaipur will not be responsible in any way for loss or damage.
 - a. The monthly menu and any other requirements/ provisions will be decided in consultation and agreement with the Mess Committee of the hostel. The menu can be changed according to the availability of the seasonal vegetables. The Dean (SW) MNIT Jaipur at its sole discretion, reserves the right to regulate, limit or eliminate the sale of extra food items (if any) provided by the Contractor. The materials for preparing food should be provided as per the brand mentioned in the tender documents.

- b. The Hostel Office through Dean (SW) MNIT Jaipur reserves the right to cancel one lunch or one dinner in a week, or (alternatively). If the lunch/ dinner is cancelled, the caterer cannot bill that particular meal to the Hostel Office MNIT Jaipur. However, in lieu of the cancelled meal, the caterer is allowed to run the mess in cafeteria mode to offer a few special items on payment basis to any customer.
- 12) Interested bidders can visit the premises after contacting Hostel Office MNIT Jaipur to see layout of kitchen and dining areas.
 - 13) Cost of cooking gas shall be borne by the Contractor.
 - 14) The Contractor shall not part with possession of the said premises or any part thereof or allows anyone else to use the same for any business or purpose whatsoever. The contractor shall not make any addition, variation or alteration in the said premises or any part thereof.
 - 15) The Contractor shall be responsible to follow all statutes, laws, by-laws, norms and rules (set by local, state and central governments and the Institute from time to time) for storage and handling of food products and cooking material (including hazardous and / or inflammable or combustible goods or substances or articles). The Contractor is obligated to keep themselves informed of any changes in the above laws, norms, rules and statutes and the Dean (SW) MNIT Jaipur will not bear any responsibility for this.
 - 16) The Contractor shall make repairs to any damage of any kind whatsoever caused to the said premises or any part thereof or to any other part of the Institute Campus including road and infrastructure of said building on account of any act or omission either of the Contractor or any of his employees or any of the Contractor's visitors irrespective of whether the damage caused is willful or accidental.
 - 17) The Contractor shall remove himself/herself from the said premises with all his/her belongings and leave it entirely vacant within 7 days on revocation or termination of the license, but subject to what is stated here in above.
 - 18) The Contractor shall observe all Municipal and Government Regulations in force from time to time in relation to the use of the said business and be responsible for any violation of any such rules.
 - 19) The Contractor shall not become a cause of nuisance or annoyance in any way either to the Institute or to other occupants of the building in the campus and it is agreed that the decision of the Dean (SW) MNIT Jaipur whether the Contractor has caused nuisance or annoyance shall be final and conclusive and the Contractor shall not question or challenge the said decision of the Dean (SW) MNIT Jaipur.
 - 20) The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.
 - 21) The Contractor shall use weighing balance, weights and / or measures which have been verified by comparison with the standard weights or measures and stamped in accordance with the provisions of the Weights and Measures Act, 1932 as amended from time to time.
 - 22) The Contractor must have the appropriate licenses such as FSSAI, Food Safety license, Registration, Commercial Tax License and any other such Government license/permits mandated/required by the government and local authorities for operating such a venture. The contractor shall make these details available to Dean (SW)/Hostel Office MNIT Jaipur. The contractor shall abide by all the terms of the license permits issued to the Contractor.
 - 23) The Contractor will take appropriate safety measures including against outbreak of fire and will be held responsible in case of such an incident occurring.
 - 24) The Contractor will not sell any alcoholic beverages/cigarettes/or any other prohibited substance nor permit any person to bring it from outside for the purpose of drinking/ smoking / unauthorized items / products/ prohibited substance (s) along with other food articles, which may be sold. The Contractor shall also ensure that his/her employees do not consume any prohibited substance and Gutkha/pan masala and similar items at the Institute premises.
 - 25) The Contractor shall comply with all the provisions of the Employees State Insurance Act, 1948, the Employees Provident Funds Act, 1952, the Contract Labour (Regulation and Abolition) Act, 1970 and the

Rules there under, Minimum Wages Act (Central) and any other Acts/ Rules that may be applicable to him/her from time to time and he/she shall keep the Dean (SW)/Hostel Office MNIT Jaipur indemnified against all liabilities and responsibilities for the Contractor's non-compliance of the provisions of the said Acts, and schemes and in particular, laws governing employer-employee relations in respect of the staff engaged by the Contractor.

- 26) The Contractor shall maintain records and registers and submits returns and shall pay contributions in accordance with the said Acts in respect of the employees employed by him for the above purpose.
- 27) In case of Death/Insanity/Insolvency or any kind of condition wherein the Contractor puts himself where he/she is not able to run the business, his legal heirs or authorized person may operate/provide the contracted services till the expiry of the original contracted period at the sole discretion of Dean (SW) MNIT Jaipur.
- 28) The permission granted to the Contractor shall not create any tenancy or proprietary rights or any other interest in the MNIT Jaipur premises, which shall continue to be in the exclusive ownership, control and possession of MNIT Jaipur; but gives a mere license to use the said premises subject to what is stated here in above.
- 29) It is agreed that the Contractor shall not assign or part with and / or transfer their interest under the Agreement signed.
- 30) The relationship between Dean (SW) MNIT Jaipur and the Contractor is on a principal to principal basis and nothing in this Agreement creates, or should be construed to create, a relationship of a partnership or a joint venture or an association of persons or an owner and an agent between the two parties.
- 31) The Institute shall through the period of the signed agreement have full control over the said premises and every part thereof. The Dean (SW) MNIT Jaipur shall act through its Officer duly authorized in his behalf in connection with the said agreement or anything to be done there under.
- 32) In the event of the Contractor being involved in any litigation or dispute arising out of any act or omission on the part of the Contractor. It is agreed that the Contractor shall indemnify and save harmless the Institute against all losses, claims, damages and costs incurred by the Institute.
- 33) Dean (SW) MNIT Jaipur will not be principal employer to any dispute between the Contractor and their employees/ agents/ users. If the Institute is still involved and incurs expenditure in any such legal proceedings, the Hostel Office through Dean (SW) MNIT Jaipur will recover the same from the Contractor.
- 34) The contractor shall not throw any refuse or garbage or any dirt at any location inside or outside the Institute campus. Vendor has to carry the waste on his own to the designated site / area i.e. as per the provisions of Nagar Nigam Jaipur. Further, the Contractor shall ensure that there is no use of disposables in regular catering. However, in exceptional circumstances, if it becomes necessary, only environment friendly disposables are to be used, but with prior permission of Mess Council MNIT Jaipur and officials of the Mess.
- 35) The Contractor shall maintain the mess premises, furniture, utensils, crockery and cutlery in clean and hygienic condition to the satisfaction of the Mess Council MNIT Jaipur. The decision of the Mess Council MNIT Jaipur in this respect shall be final. Housekeeping / Sanitary equipment and consumables will be the responsibility of the Contractor.
- 36) The Contractor shall allow the Dean (SW) MNIT Jaipur, students or authorized persons at all times to enter upon and to view the said premises and the condition thereof. The plan for housekeeping of the mess premises should be approved by the Mess Council MNIT Jaipur. It is expected that there should be at least two appropriately trained employees dedicated for housekeeping work present at all times to take care of cleanliness and hygiene at dining halls and kitchen area and these will not include staff engaged in any other activity including washing of utensils.

- 37) All possible measures must be taken up to ensure hygiene in the kitchen and dining halls. These include the provision of ample Liquid soap for hand wash at basins, hand gloves and caps for mess workers and other measures as advised by Mess Council MNIT Jaipur.
- 38) The contractor is required to keep at least one attendant/ mess worker per 25 students for effective functioning and arrangements of the mess. Mess workers can either be male or female (aged between 18 to 60 years).
- 39) The meals should be served during the following timings-

Break Fast	:	07:00 AM to 09.30 PM
Lunch	:	12 Noon to 02:30 PM
Tea with Snacks:		05:00 PM to 06:30 PM
Dinner	:	07:30 PM to 09:30 PM

Note: The timings may be changed by the Dean (SW)/Hostel Office MNIT Jaipur on special days or as and when such circumstances arise.

- 40) No Mess off will be given to individual students under normal circumstances. Mess off would only be given if a student is not keeping well and admitted to hospital / going for academic / sports activity deputed by the Institute and he/she submits an application through ERP to the hostel office well in advance (at least 3 days in advance) before leaving or during Institute vacation period or any other reason deemed fit by Warden.
- 41) The contractor shall provide light food to the sick students during his /their sickness period and no extra charge will be paid for the same.
- 42) Fortnight payment to the contractor will be made by MNIT Mess Council through Dean, Student Welfare after the submission of the actual mess bill.
- 43) The contractor has to collect the guest charges directly from the students/guests.
- 44) The mess utensils are to be cleaned with hot water using good quality detergent powder/soap after every meal.
- 45) The mess contractor or his representative manager is required to remain present in the mess when the food is prepared and served in the mess.
- 46) The payment/ calculation of the each mess bill would be on the actual days of operation of the mess. The mess payment will be made for the actual number of students dining in the mess. However, if the attendance of the students taken by RFID or any means in the mess is below 80% of the enrolled students then payment will be made for 80%. But, if the attendance is more than 80% then payment will be made as per actual. The range of students to be served in the mess at any time may vary. The payment during admission process every year and vacations i.e. summer, winter, holi & Diwali (3 days) will be done as per the actual number of students served (applicable only for vacations). If due to some reason the attendance system does not work then the payment will be done for 80%.
- 47) All the items to be served in the mess including curd shall be prepared preferably in the mess.
- 48) The contractor is required to maintain the details of all his employees/mess workers. This information along with their photographs and AADHAR card shall be submitted to the respective Warden and also to Dean (SSW) / Hostel Office. The interchange in the respective head and other mess is not allowed. The mess employees/workers should have a certificate for respective skills from any food certification agency/organization along with at least 3 years' experience of cooking for the Cook/Assistant Cook. The distribution of mess employees as shown in the Table below is as per 1000 students however if the number of students varies 4 then the total number of mess workers and their classification should be deployed on pro-rata basis. The prescribed mess workers should only be present for preparing food other than those no one allowed at any time. The waste generated in the mess on day-to-day basis will be disposed of by the vendor/caterer

side only. No liability of the institute for waste management of the mess. The mess contractor has to submit the police verification /clearance certificate for each of their employees deployed at mess.

No. of Cook	No. of Assistant Cook	Service Person	Cleaning of Utensils	Supervisor/Mess Manager	Total
3	2	27	6	2	40

- 49) The firm should not be a defaulter towards GST, EPF and income tax during the last three years. Undertaking in this regard is to be submitted by the firm.
- 50) The EPF/ESIC copy to be submitted by the awarded vendor in hostel office on regular basis.
- 51) The firm should have a valid labour license.
- 52) One of the offices of the caterer should be in Jaipur.
- 53) Liability/responsibility in case of any accident-causing injury/death to mess worker/s or any of his staff shall be of the contractor. The MNIT Mess Council or Dean Student Welfare Office/ Hostel Office / Institute authority shall not be responsible by any means in such cases.
- 54) Guest charges shall be decided by the committee of Wardens for ordinary/special meals which may be slightly on the higher side than the approved daily rates of the contractor.
- 55) The contractor has to follow all labour laws/government laws in regard to employing the mess workers. The contractor shall be solely responsible for any dispute/violation of labour laws/government laws.
- 56) The contractor and his workers must behave politely with hostel inmates. The contractor shall be fully responsible for the appropriate behavior of the mess workers. If it is found that any worker has misbehaved with any of the hostel inmates/hostel staff, he has to take action as suggested by the warden under intimation to the Dean, Student Welfare.
- 57) The decision of the MNIT Mess Council through Dean, Student Welfare will be final and binding to the contractor in case of any dispute arising with respect to the terms and conditions of this contract.
- 58) The contractor shall agree with the execution of this contract as per prevalent rules and regulations of the Government of India and shall bear the full cost of the same.
- 59) It is mandatory to a mess operator/contractor to obtain a certificate under the new Food Safety & Standard Authority of India 2011 (FSSAI 2011) Act.
- 60) The Contractor shall, at his own cost, maintain adequate stocks (one week running stock of non-perishable items minimum) of food-grain, grocery and other eatables for the satisfactory and efficient running of the mess. The quality of the foodstuffs and eatables shall be as per the standards specified in the tender and the same will be subject to inspection by Mess Council MNIT Jaipur.
- 61) Vegetarian food and food items made from egg must be cooked and served separately.
- 62) During regular semester days, a list of registered students assigned to the particular Mess will be provided to the Contractor from time to time. For planning purposes, this list is likely to include students for each meal (breakfast, lunch, evening beverages and dinner); however, the Dean (SW) MNIT Jaipur through Mess Council MNIT Jaipur at its sole discretion, reserves the right to assign more/fewer students to the particular mess at any time (with two days' notice). The Contractor is responsible for controlling access of the students to the mess as per the list provided (through any combination of electronic, RFID or other means). However, this access control should not cause undue (or unreasonable) delays or waiting times for students outside the dining area. The contractor must maintain records of the number of regular customers eating at the mess and must share this data with the Hostel Office MNIT Jaipur when demanded. In addition to students, faculty, staff, contractual staff, post-doctoral scholars, research scholars, guest students, guest researchers, employees of Institute Contractors etc. may avail of the mess facility on a regular or walk-in basis, and the charges for these

personnel are to be the same as approved by Mess Council MNIT Jaipur time to time.

- a. The list of students mentioned above will be valid for regular semester days only. The Contractor should contact Hostel Office MNIT Jaipur for details about semester days. The Contractor shall bill the Hostel Office MNIT Jaipur only for these regular semester days on per meal per day basis based on the actual student strength assigned to the respective mess.
 - b. The Hostel Office MNIT Jaipur through Dean (SW) MNIT Jaipur will not pay the Contractor for any day outside the regular semester days including mid- semester recess i.e. Summer & Winter Break, Diwali & Holi vacation. However, the Contractor is required to maintain catering services at Mess during mid-semester recess i.e. Summer & Winter Break, Diwali & Holi vacation at par with that during regular semester days for regular and walk-in customers.
- 63) The Contractor may also be consigned to provide other catering services inside the Institute campus at various meetings, occasions and/ or functions by authorized persons. Such services must be provided with utmost standards of hygiene and quality, and at mutually agreed rates. The rates for such catering services shall be reasonable and must be comparable to the charges applicable for walk-in guests with a small premium for service. The same shall be mutually discussed and agreed upon by the Contractor and the designated Institute officials.
- 64) The Dean (SW) MNIT Jaipur expects professionalism in all aspects of mess operations from the Contractor. This includes quality of raw materials and food, professionalism in service and conduct of staff in dealing with students & staff. Punctuality of mess timings and hygiene should be of the topmost quality. The above will be maintained by the Contractor and will be monitored by the Mess Council MNIT Jaipur. Fines for violations will be levied accordingly as mentioned above in the tender document. Further, considering the frequency and severity of violations, the Dean (SW) MNIT Jaipur may terminate the agreement.
- 65) The Dean (SW) MNIT Jaipur reserves the right to increase or decrease the quantity number of students to be served in the mess.
- 66) The Dean (SW) MNIT Jaipur reserves the right to terminate the contract at its own discretion, and will do so in writing with an advance notice period of 30 days. The Contractor shall remove himself/herself from the said premises with all belongings and give vacant possession of the said premises in good and clean condition and all the equipment in proper working condition to the Hostel Office MNIT Jaipur within 7 (seven) days from the termination of the contract period. Further, if the mess management is not up to the mark or the quality of the food is below standard or unhealthy or unhygienic, then Dean, Student Welfare on the recommendation of the respective Warden of Hostel Mess/Mess Committee is empowered to terminate the contract with a short notice of one week. The Hostel Mess Committee's opinion is final as far as the food quality/mess management is concerned.
- 67) On termination of the agreement, the Dean (SW) MNIT Jaipur shall refund the Contractor without interest the deposit amount or Performance Guarantee amount only on the Contractor vacating themselves with all their belongings from the said premises and handing over the possession along with returning of all the equipment/utensils in serviceable condition to the Hostel Office MNIT Jaipur. The Performance Guarantee amount would be payable to the contractor only after deducting dues/compensation payable by the Contractor in arrears and the costs of making good any damage caused by the Contractor or any one part on his/her behalf or by his/her employee or agents either to the said premises or any part thereof or any part of the campus provided.
- 68) The Security deposit amount shall be refunded (without any interest) to the Contractor on completion of the agreement period, subject to settlement of the outstanding dues, if any.
- 69) The Contractor shall employ at his/her own cost and expenses sufficient and competent staff with adequate background training and experience as may be reasonably required for the fulfilment of the Contractor's obligations under the agreement and shall give their professional expert guidance and

supervision to the work. The Contractor or his/her representative shall maintain liaison with the Mess Council MNIT Jaipur appointed by the Dean (SW) MNIT Jaipur and / or Officer and if in the opinion of the Dean (SW) MNIT Jaipur any staff or supervisor of Contractor is found unsuitable, the Contractor shall be liable to change the staff/ supervisor forthwith. The list of Contractor's staff should be shared with the Mess Council MNIT Jaipur and Hostel Office MNIT Jaipur along with their valid id cards, details of address, telephone number etc., and should be updated on a regular basis. The Dean (SW) MNIT Jaipur encourages the Contractor to provide equal opportunities for employment irrespective of gender, religion, caste or socio-economic standard etc. and to ensure that there is no discrimination based on the above.

- 70) The Contractor shall be responsible for the discipline of his/her employees and the Institute's Standing Orders shall be binding on the Contractor and all his/her employees.
- 71) The Contractor will provide uniforms to his/her employees employed in the dining hall at his own cost and will be borne by the Contractor. The uniforms should be clean and in presentable condition at all times. Washing/ Laundry charges will be borne by the Contractor. No employee will be allowed to enter any part of the dining hall premises if not in uniform.
- 72) The employees of the contractor shall be in the employment of the Contractor only and not the Institute and the Contractor shall be solely responsible for all acts of commission or omission of his/her employees and the Contractor shall indemnify the Dean (SW) MNIT Jaipur any loss or damage which the Institute may suffer due to any act of commission or omission of any of his/her employees. The Contractor shall be solely responsible for the payment of wages of his/her employees.
- 73) The Contractor shall ensure that the wages paid to their employees are not below the minimum wages as applicable (Central) from time to time and the Dean (SW) MNIT Jaipur shall not be liable to bear any part of the increase, if any, in the minimum wages during the term of the contract.
- 74) The Contractor agrees to cover all employees engaged by them under ESI as well as EPF as per provisions of Acts and shall submit necessary records and returns in proof of compliance of these statutory enactments to the Hostel Office MNIT Jaipur. Contractor further agrees to defend, indemnify and hold the Institute harmless from any liability or penalty which may be imposed by the central, state, local or other statutory authority for any alleged violation of labour enactments or other enactments, by the Contractor.
- 75) In the event that the Contractor is unable to fulfill the compliances of the Labour Laws, EPF, ESI, GST, etc., the Hostel Office through Dean (SW) MNIT Jaipur shall have the right to recover the amounts from the Contractor. The contractor shall submit all the compliance as mentioned herewith of all the employees engaged by him for mess services; to the Hostel Office MNIT Jaipur along with the monthly invoice.
- 76) The employees of the Contractor shall follow the rules and regulations of the Institute. They will be subject to checking at any or every time of their entry or exit by the Institute's Security Personnel and such checking may also include physical checks.
- 77) The Contractor and their employees shall obtain medical certificate of their fitness from MBBS Doctor/Registered Medical Practitioner. The employees should be free from any contagious diseases. Also, when called upon by the Institute/Dean (SW) MNIT Jaipur, subject themselves to medical examination by the Medical Consultant of the Institute. Any employee of the contractor found COVID positive shall be at the responsibility of the contractor outside the Institute premises.
- 78) On the Contractor observing all the terms and condition as stated hereinabove faithfully, the Dean (SW) MNIT Jaipur agrees not to revoke or terminate the signed agreement at any time prior to expiry of the period of one year. In case, the Contractor fails to perform or observe any covenant or condition of the signed agreement on or before the said date, then at any time the signed agreement shall be terminated by the Dean (SW) MNIT Jaipur by giving at least 30 days' notice in writing to the Contractor.

The notice terminating the signed agreement shall be deemed to have been duly served if delivered personally or by post to the Contractor or if pasted on the outer door of the said premises. The Contractor on his part may terminate the contract agreement subject to condition mentioned under Special Conditions in the signed agreement by giving at least 30 days' notice in writing to the Dean (SW) MNIT Jaipur.

- 79) All items/ingredients required by the Contractor for preparation of food and other approved items are to be purchased by the Contractor. All items/raw materials purchased will have to conform to the quality standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark "AGMARK" or "ISI", or "FSSAI" as applicable. All materials required by the Contractor for preparation of food, raw materials purchased will have to conform to the known standards/brands and specifications as laid down by Dean (SW) MNIT Jaipur and suggested by the Mess Council MNIT Jaipur from time to time.
- 80) The Contractor shall be wholly responsible for payment of any and all taxes/cess that are applicable including but not limited to commercial property tax, goods and service tax, sales tax, service tax duties, Swatch Bharat cess and Krishi Kalyan cess under the existing or future Laws, acts, Rules, Orders, Notifications etc., issued by the Central or State Governments or any local authority, or body in respect of or in connection with supplies and that Dean (SW) MNIT Jaipur shall not be liable to pay such taxes, rates, duties etc., whether existing or which may accrue in future, Dean (SW) MNIT Jaipur shall have no liability in any case to compensate the Contractor due to natural calamities or for the reasons beyond the control of the Dean (SW) MNIT Jaipur.
- 81) Resolution of Disputes: In case of legal dispute arising out of or relating to this Agreement or breach, or the invalidity thereof, shall first be attempted to be settled by mutual discussions. If the same is not resolved through mutual discussions, then the same shall be referred to the sole arbitration of the Dean (SW) MNIT Jaipur or any person nominated by him following Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply. The decision of the Arbitrator shall be final and binding on both the parties. All disputes are subject to JAIPUR jurisdiction only.
- 82) The Hostel Office through Dean (SW) MNIT Jaipur shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.
- 83) The Contractor shall raise an invoice on monthly basis i.e. on 1st of every month. The payments due against the invoice shall be credited within 15 working days of the receipt of invoice (subject to correctness of invoice) and supporting documents.
- 84) The Hostel Office MNIT Jaipur shall handover the existing kitchen equipment, infrastructural set-up and utensils to the Contractor in a serviceable condition at the commencement of the agreement. Further, the expenditure on maintenance and repair/replacement of any unserviceable kitchen equipment within the agreement period shall be borne by the Contractor.
- 85) Any request from the Contractor to increase the agreed price as per the current contract will be subject to the sole discretion of the Dean (SW) MNIT Jaipur.
- 86) The Contractor shall provide the customers facility for digital payment via BHIM App digital wallets, credit/debit card etc. The firm will ensure to follow all SoPs and COVID specific guidelines during its operations.
- 87) The vendor will ensure providing packed food to the students in case of quarantine at campus.
- 88) If students are on leave and if the information is communicated to the Supervisory staff of Mess through the Hostel Caretaker minimum 03 (three) days in advance, then whole day meal will not be counted. Of that student.
- 89) The vendor will ensure preventive maintenance of equipment and machinery is carried out regularly as

per the instructions of the manufacturer.

- 90) The vendor will ensure that there is a pest control program available & timely pest control activities are carried out in the hostel messes by trained and experienced personnel at the cost of vendor. Dean (SW) MNIT Jaipur reserves the right to check for records of such activity.
- 91) The vendor will ensure that Food handlers are equipped with suitable clothes e.g. aprons, gloves, headgear, etc.; wherever necessary.
- 92) The vendor should ensure fresh food items & vegetables are used for cooking and should strictly adhere to FIFO for ingredients and raw materials management.
- 93) The bread packet once opened shall be used on same day and not be used for any other purpose by any form of modifications.
- 94) Regular cleaning of kitchen should be ensured by vendor including of cleaning of trapped grease and oil in exhaust fans/ducts, cooking areas and wall corners.
- 95) Any equipment brought by the vendor into the hostel premises must be registered with the Hostel Caretaker/ Manager.
- 96) Food / any other items should not be served inside the room of hostel in mates unless in exceptional cases or ill health on directives of the Warden.
- 97) Hygiene, overall cleanliness of the surrounding kitchen and the food, raw materials, ingredients etc. are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of cooked food shall not be stored/preserved/reserved after meals. Not following the warden's suggestions/ instructions in the above matters shall be considered a violation of the terms and conditions of the contract and shall invite a penalty for the same (up to 10% of the monthly bill as decided by Dean, Student Welfare office on the recommendations of respective warden).
- 98) Mess workers and cooks should be healthy and medically fit. They are required to have regular check-ups with the Institute's Dispensary. If any mess worker is found medically unfit, he may not be permitted to continue his duties and the mess contractor has to replace him immediately without fail.
- 99) Contractors are required to provide uniforms to the mess workers as follows:-
 - a. Shirt/T-Shirt to the mess workers. (apron, hand gloves and caps)
 - b. White Shirt to mess supervisor / Mess Manager.
 - c. Identity card to each mess worker.
 - d. It is to be ensured that whenever the mess workers are on duty they should be in uniform
- 100) Dean (SW) MNIT Jaipur reserves its right to include additional item with additional cost based on the mutual agreement.

ANNEXURE-I (Section C)

Tentative brands of specific consumables

Item	Representative Brands *
Salt (+F Only) # (Iodised)	Tata, Annapurna Salt or equivalent, Aashirvaad Salt
Grind Spices (Including Chili powder, Turmeric powder, Coriander powder, Cumin Powder, White pepper powder, Asafetida)	MDH, Everest, Catch
Whole Spices (Bay Leaf, Aniseed, Cardamom, Carom Seed, Cinnamon, Clove, Coriander seeds, Fenugreek, Brown Mustard seed, Sesame, Fennel Seed, Star Anise, Black pepper, Kasoori Methi)	Brand approved by FSSAI
Other Spices (garam masala, gravy masala, pav- bhaji, sambhar masala, Dabeli masala, chat masala)	MDH/Everest/TATA Sampann/Badshah
Ketchup	Maggi, Kissan, Heinz, Tops, Del Monte
Cooking Oil (Refined Sunflower oil) (+F Only)	Refined Sunflower Oil (Sundrop, Godrej, Saffola, Fortune, Dhara) Use of Hydrogenated (Vanaspati) oil is strictly prohibited.
Pickle	Mother's recipe, Tops, Nilon's
Wheat Atta (+F Only)	Ashirwad, Pillsbury, Annapurna, lakshmibhog
Papad	Lijjat, Haldirams, Bikaji
Butter	Amul, Saras, Mother dairy
Bread	Modern, Kwality, Britannia, Amul
Jam	Kissan, Maggi, Tops
Ghee	Amul, Saras, Mother dairy
Shrikhand	Amul, Saras
Milk (+F and Single toned Only)	Mother Dairy, Amul, Saras
Paneer	Amul, Saras, Mother Dairy
Tea	Brook Bond, Lipton, Wagh-Bakri, Red Label, Taaza, Taj Mahal
Coffee	Nescafe, Sunrise, Bru
Rice (Basmati) (+F Only)	Sarveshwar (Ultra XL and select long grain only), Daawat Rozana, India gate, Royal Basmati 1121, Kohinoor fortune
Dal	Sources proposed by vendor, approved by mess council
Ice-Cream	Amul, Saras, Mother Dairy, Havmor, Kwality walls
Chocolate health drink	Bournvita, Boost
Choco powder	Amul, Cadbury, Funfoods, Hersheys
Chili / Soya sauce	Chings, Funfoods, weikfeild, Tops
Vinegar	Chings, Funfoods, Tops
Baking powder	Funfoods, Weikfeild, Cadbury

Fruit Crush/pulp	Mapro, Mala's, Guruji
Pasta & Macroni	Chings/Barilla, Funfoods, Borges, Weikfeild, Bambino, Timb's
Noodles	Chings/Barilla, Del Monte, Borges, Weikfeild
Olive oil	Oleev Active, Figaro, Borges, Borilla
Coconut Powder	Maggi
Baking Soda	Weikfield, Crown
Corn flakes	Kellogg's, Bagrry
Namkeen	Haldiram's, Balaji, Bikaner
Besan	Rajdhani, Tata, MTR, Shakti Bhog
Maida	Uttam, Kitchen King, MTR, Ashirvad
Instant soup	Chings, Knorr
Instant snacks	Gits, Uttam, MTR
Instant Noodles	Maggi, Yipee
Flavored drinks	Rasna, Roohafza
Chocos	Kellogg's, Bagrry
Curd	Amul, Saras, Mother dairy
Soya	Nutrela, Fortune
Frozen Peas	Safal (offseason), FSSAI certified
Cheese	Amul, Saras, Mother Dairy, Britannia
Kolum Rice	Royal, Donur, Jeevanjyoti, Basmati 921
Basmati Rice for special rice	Sarveshwar long grain, Everyday, Daawat Devaaya
Custard Powder	Brown Polson, Weikfield, Pillsbury
Hand wash	Lifebuoy (non-diluted), Dettol or equivalent
All non-branded items	As decided by the Mess Council
Cleaning Agents for Dishwashers	Dishwasher cleaning liquid by IFB or Ecolab cleaning or equivalent
Daliya	P Mark, Tata sampan
Gulab Jamun	Nilon's, Gits, Aashirwad

(+F indicates fortified products approved by FSSAI)

Fruits and Vegetables shall be fresh without any insects as per the menu and as per the satisfaction of the mess committee / warden.

Note: The Contractor may use brands (FSSAI/AGMARK approved) other than the mentioned only if considered as equivalent and permitted by the Mess Council MNIT Jaipur in writing. Further, in special rare cases due to wholesale/ retail market factors outside the control of the Contractor, the Contractor may request to use alternate brands for one or two meals on emergency make-shift basis to a Mess Council MNIT Jaipur. These brands may be used as approved on case-to-case basis for limited number of meals only.

Signature of Bidder (acceptance of terms & conditions)

ANNEXURE-II (Section C)

Sample Menu

वार	सुबह का नाश्ता	लंच	सेक्स	डिनर
सोमवार	पोहा+ नमकीन +बारीक़ प्याज + टमाटर +निम्बू +बॉयलड अंडे + ब्रेड बटर जैम +दूध +चाय +कॉफी+बॉर्नविटा+मिक्स अंकुरित +केला	राजमा + आलू प्याज टमाटर +दही +चावल +चुपडी चपाती+ सलाद+पापड+निम्बू +अचार + Coupon based (Fried Rice)	समोसा / दाल कचोरी+ चटनी+चाय+ कॉफी	भिंडी/सीजनेबल सब्जी+दाल तडका+चावल+प्याज +चुपडी चपाती +अचार+मिठाई + Coupon based (Fried Rice)
मंगलवार	छोले कुलचे +बारीक़ प्याज +निम्बू + ब्रेड बटर जैम + दूध +चाय +कॉफी +बॉर्नविटा +मिक्स अंकुरित+सेब	बेसन गट्टा करी+ दाल मिक्स + नमकीन चावल +दही +चुपडी चपाती +सलाद + निम्बू+अचार	मैगी +चाय+ कॉफी	आलू मटर +काला चना +पूड़ी +खीर +प्याज+पुलाव+पापड
बुधवार	आलू चीज सैंडविच +ब्रेड + बटर जैम +आमलेट+ दूध + चाय+ कॉफी+ बॉर्नविटा +मिक्स अंकुरित +केला	कडी पकोडी+आलू छोला+ चावल +चुपडी चपाती +पापड +सलाद +निम्बू+अचार + Coupon based (Fried Rice)	उपमा + चाय+ कॉफी	कढ़ाई पनीर +दाल मखानी +चावल+चुपडी चपाती +प्याज+अचार+कस्टड
गुरुवार	इडली+ सांभर +नारियल चटनी+ बॉयलड अंडे + ब्रेड बटर जैम + दूध+ चाय+ कॉफी+ बॉर्नविटा +मिक्स अंकुरित + मौसमी फल	मलाई कोफ़्ता +दाल अरहर +चावल+दही +चुपडी चपाती+सलाद + Coupon based (Fried Rice/Fried Dal)	पोहा /मिक्स पकोडी +चाय+ कॉफी	मिक्स सब्जी+मूंगदाल +फ्राइड राइस +चुपडी चपाती+प्याज + पापड+ हलवा
शुक्रवार	पॉव भाजी +बारीक़ प्याज +निम्बू + ब्रेड बटर जैम + दूध+ चाय+ कॉफी+ बॉर्नविटा +मिक्स अंकुरित + मौसमी फल	लोकी चना दाल /सेव टमाटर /पत्ता गोभी +दाल मिक्स + छाछ+चावल+चपाती+सलाद +निम्बू	वेज सैंडविच +चाय+ कॉफी	शाही पनीर +अण्डाकारी +चना दाल + जीरा राइस + चुपडी चपाती +प्याज+ अचार
शनिवार	प्याज / मैथी पराठा +दही + ब्रेड बटर जैम +दूध +चाय + कॉफी+ बॉर्नविटा +मिक्स अंकुरित +केला	आलू सोयाबीन/आलू पालक +दाल मूंग+चावल+चुपडी चपाती+दही+सलाद+निम्बू+ अचार + Coupon based (Fried Dal)	भेलपुरी/चना मसाला+चाय + कॉफी	छोला + भटूरे+बारीक़ प्याज +वेज पुलाव +निम्बू+अचार +इमली चटनी +तली हरी मिर्च+मिठाई
रविवार	उत्पम /मसाला डोसा +सांभर +नारियल चटनी + ब्रेड बटर जैम +दूध +चाय + कॉफी+ बॉर्नविटा +मिक्स अंकुरित+केला	शाही पनीर +दाल मखानी+खीरा रायता +चावल पुलाव +चुपडी चपाती+सलाद +निम्बू+अचार +आइसक्रीम	पोहा+ नमकीन+ चाय+ कॉफी	आलू मटर /गाजर मटर/आलू मटर गोभी /+अरहर दाल तडका+ चावल+चुपडी चपाती+प्याज +अचार +सवैया खीर + Coupon based (Fried Rice + Egg Fried Rice + Egg Omelette)

REPRESENTATIVE MESS MENU

The final weekly menu for a period of at least one month will be decided from time to time and shall be informed to the Contractor at least one week in advance. It is to be noted that on some days the menu pattern may be different from the sample menu indicated above or special menu on account of festivals or occasions communicated by the Mess Council MNIT Jaipur. All items (when served) will be unlimited quantity except eggs and fruit serving, dessert, milk, curd preparations, evening snack; the quantity for which has been indicated in the table above.

#Note:

- All items will be cooked in the kitchen of the hostel messes. No cooked item, except some snacks identified beforehand, will be brought from outside.
- On special occasions (12 in number per calendar year) in view of holidays/festivals in consultation with mess council, the special menu will be identified by the Mess Council.
- Apart from the above-mentioned menu, the contractor also has to prepare items as dine-in, the price of which will be directly borne by the student. The name of items and its prices (coupon based) are as follows:
 - Butter Fried Rice: Rs. 10
 - Omelette (1 egg): Rs. 10
 - Butter Dal Fry: Rs. 10
 - Egg Fried Rice: Rs. 10

The above-mentioned items shall be fried with Butter, Onion, Garlic and Tomato.

- Salad means atleast three items for ex. Onion + Tomato + Kheera, etc.)

FORM - I

BID SUBMISSION PROFORMA (Commitment of the bidder)

NIT No.:

Bidder's Address: _____

To,
Deputy Registrar (Hostel Office)
Malaviya National Institute of Technology
JLN Marg, Jaipur – 302017

Dear Sir/s,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said Schedule and agree to hold this offer.
2. I/We have understood and complied with Eligibility and experience of the bidder as Section A, General Terms and Conditions as Section B and Scope of Work, Operational Terms and Conditions as Section C and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following number of pages has been added to and form part of this Tender.
4. I, hereby submit Tender in the prescribed format. I have read all the Terms and Conditions supplied along with the Tender Form thoroughly and understood the contents. Further, I hereby agree to abide by the Terms and Conditions stipulated by Dean (SW) MNIT Jaipur from time to time during the operation of my business on award of License for the same.

Yours faithfully,

Signature of Bidder

Address

Dated

FORM II - CHECK LIST

Note: This form will be completed by the Vendor and Supporting Documents, Copies of Various Registrations be attached duly Authenticated with total Clarity and without any ambiguity.

S. No.	Particulars	Supporting Page Number of bid	File Types
Cover – I (Following documents to be provided)			
1	Name of Firm / Tenderer / Company (in block letters)		.PDF
2	Permanent Address & Telephone. Also, the address of the office in Jaipur along with the phone number.		.PDF
3	Type of organization/Enterprise		.PDF
4	Year of incorporation of the Firm/ Company		.PDF
5	Full Postal Address: Telephone/Fax No./ E-mail		.PDF
6	The firm should attached an office address situated in Jaipur (Mandatory)		
7	Details of experience of operating Mess, in IIT, NIT, Central University or reputed organizations (Private & Govt.) for the last three years (Separate sheet may be attached). Names of the major clients with their addresses, telephone numbers (enclosed certificates/credentials issued by such clients)		.PDF
8	Details of infrastructure, persons or manpower available, number of officers/ branches available (attached separate sheet)		.PDF
9	Details of persons exclusively to be deployed for this work along with their qualifications related to the work and experience		.PDF
10	FSSAI Certificate		.PDF
11	END Details i.e. Earnest Money Bank Draft No. & Date, Banker's Name & Branch		.PDF
	MSME Registration, if applicable		
12	Proof of Financial Capacity from His bankers / Chartered Accountant		.PDF
13	Copy of Income Tax certificate along with return for the last three years		.PDF
14	Copy of GST certificate and return filed in last three years along with a certificate that the firm is not a GST defaulter		.PDF
15	An affidavit duly certified by a Notary that the Partners of the firm sole proprietor or Company has never been blacklisted / not involved in any Policy Case/ vigilance Enquiry pending or ever been punished by any Hon'ble Court in last six years (i.e. since 1 st July 2019 to till date)		.PDF
16	Latest Income Tax (With TAN/PAN No.) Professional Tax, Reg. No. & Clearance (Last three years) (enclose photocopies)		.PDF
17	Details of establishment Registration with date obtained from the various authorities (enclose phot copies)		.PDF
18	E.S.I.C. Registration certificate and return filed in last three Years. The firm also attaches a undertaking that the firm is not a defaulter with respect to employees' ESIC		.PDF
19	EPF registration certificate and return filed in last three years. The firm also attaches an undertaking that the firm is not a defaulter with respect to employees' EPF.		.PDF
20	Details of E.P.F. Registration with date		.PDF

21	Details of ESIC/EPF contribution in the last three years		.PDF
22	No defaulter certificate from GST in the last three years		.PDF
23	No defaulter certificate from EPF/ ESIC in the last three years		.PDF
24	Audited balance sheet and Profit/ Loss A/c for the last 3 years (enclose photocopies)		.PDF
25	The submission of satisfactory work experience from the client for the last three years will be essential.		.PDF
26	Copy of Cancelled Cheque		.PDF
Cover – 2			
Type	Content		File Type
Financial Bid	Price bid as per BOQ format only.		.XLS

FORM - III

PROFORMA FOR BIDDERS PAST AND PRESENT SERVICES (SIMILAR)

Name of Company/Firm: _____

Contract Completed

S.No.	Name of contract	Name of clients	Annual cost of contract	Contract commencement date	Period of contract	Name, Address & Tele No. of Officer to whom reference may be made	Attach copies of Work Orders, Mention Page No.

Ongoing Contracts

S.No.	Name of contract	Name of clients	Annual cost of contract	Contract commencement date	Period of contract	Name, Address & Tele No. of Officer to whom reference may be made	Attach copies of Work Orders, Mention Page No.

NOTE: - I/We certified that the above information is/are best of our knowledge and nothing has been concealed.

Note Above form must be supported by Authentic Documents e.g. Work Orders, Completion Certificate and Performance remarks from the Clients etc.

(Signature of the Executive Head (Senior Level Officer) with Office Seal)

Date:

FORM - IV

PROFORMA CERTIFICATE FOR 'NO RELATION' WITH MNIT JAIPUR EMPLOYEE

This has reference to our proposed contract for 'Providing Mess Services in Aurobindo Hostels at MNIT Jaipur'' on Rate Contract' to be entered into with Dean (SW) MNIT Jaipur.

- (i) I/We am/are not a relative/blood relation of any key managerial person of MNIT Jaipur.

- (ii) We are not a firm in which any key personnel of MNIT Jaipur or his/her relative is a partner.

- (iii) I/We am/are not a partner in a firm in which any key managerial person of MNIT Jaipur or his/her relative is a partner.

Signature of Contractor

Place:

Date:

FORM – V

Bid Security Declaration Form

Date: _____

EOI Ref. No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We accept that I/We may be disqualified from bidding for any contract with you for contract period of from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the Tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) Fail or reuse to execute the contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) The receipt of your notification of the name of the successful Bidder; or
- (ii) Thirty days after the expiration of the validity of my/our Bid.

Signature:

Name:

Designation:

FORM – VI

ON THE LETTER PAD OF CHARTERED ACCOUNTANT

This is to certify that the total turnover in the case of M/s having PAN No. is as under:

Financial Year	Amount in Rs. (figures)	Amount In Rupees (words)
2022-23		
2023-24		
2024-25		

Average= Total/3 =

It is further certified that the above-mentioned amounts have been derived from the books of accounts presented before us for the above-mentioned periods. I shall be personally liable for any wrong information as mentioned above.

Name and sign of the authorized person of the firm along with seal

Place:

Date:

Form - VII

Declaration Regarding Non-Blacklisting / Non-Debaring for Taking Part in the Tender

(To be executed & attested by Public Notary / Executive Magistrate on Rs. 100/- Non-Judicial Stamp Paper by the Bidder)

1. I / We _____(Bidder) hereby declare that our Firm / Agency namely M/s _____Has not been Blacklisted or Debarred in the past by Union / State Government or any other organization from taking part in Government Tenders in India.

(Or)

I / We _____(Bidder), hereby declare that our Firm / Agency namely M/s _____, was Blacklisted or Debarred by Union / State Government or any Organization from taking part in Government Tenders for a period of _____Years w.e.f. _____to _____. The period is expired on _____and now the Firm/Company is entitled to take part in Government Tenders.

2. In case the above information found false, I/We are fully aware that the Tender / Contract will be rejected / cancelled by Dean (SW) MNIT Jaipur and Performance Security Deposit (PSD/PBG) shall be forfeited.
3. In addition to the above, Dean (SW) MNIT Jaipur, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary Executive Magistrate)

Name:

Signature:

Full Name:

Address:

Mobile No.:

Aadhar No.:

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents)

Malaviya National Institute of Technology jaipur (MNIT) hereinafter referred to as "The Principal".

AND

.....hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Action 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages.

2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for suchreason.

Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Subcontractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Registrar of MNIT.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform Registrar of MNIT and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Registrar of MNIT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Registrar of MNIT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Registrar of MNIT has not, within the reasonable time taken visible action to proceed against

such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 10 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Registrar of MNIT.

Section 11 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Jaipur (Rajasthan)
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1 :
(Name &Address)

Witness 1:
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2:
(Name & Address)

Seal of the Firm

DECLARATION OF LOCAL CONTENT

[For Local Content of Products, Services or Works]

(To be given on Company Letter Head – For a tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

To,
The Registrar
MNIT Jaipur

Subject: Declaration of Local Content
Tender reference No.

1. Country of Origin of Goods being offered:
2. With reference to Order No. P- 45021/2/2017-PP(BE-II) dated 16-09-2020 read with OM No. P- 45021//102/2019-BE-II-Part(1) (E-50310) Dt. 04.03.2021 of DPIIT, Ministry of Commerce and Industry, Govt. of India, and OMs from other relevant ministries¹, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.
 - Class I local supplier – has local content equal to more than 50%. Local contents added at(name of location).
 - Class II local supplier – has local content of more than or equal to 20% but less than 50%. Local content added at(name of location).
 - Non-local supplier – has local content less than 20%. Local contents added at(name of location).
3. Details of value addition in India:

	Particulars	Content (In %)
(a)	Addition of indigenous items (manufactured in India) inclusive of taxes	
(b)	Addition of Locally sourced imported items inclusive of taxes	
(c)	License/Royalty paid/Technical expertise etc.	

4. Certificate from OEM for Country of Origin has been attached (mandatory if bidder is reseller) (Strike down if not applicable).
5. We are solely responsible for the above mentioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of OEM/Supplier/~~Bidder~~/ Agent
Name:.....

Designation:

Organization Name:

Contact No. :

Seal of the Firm

