

**GOVERNMENT POLYTECHNIC, GULZARBAGH,
PATNA-7**

Tender No. 02/2023

Tender Document

In Respect of

Hostel-Mess

[Signature]
28.7.23

Last Date of Submission: - 28.08.2023**NOTICE INVITING TENDER FOR CATERING SERVICE IN HOSTEL MESS**

Government Polytechnic, Gulzarbagh, Patna-7 intends to outsource catering services in the mess attached to Girls' Hostels inside the Campus initially for a period of one year which is extendable further subject to satisfactory performance.

Sealed Tenders are hereby invited from financially sound professional caterers in running multi-cuisine food services in reputed institutions. A duly registered Reputed Contractor with PAN Number, necessary food license is eligible to apply. The Tenderers shall have to cater to the needs of Students as detailed hereunder:

Breakfast	:	All 7 days	
Lunch	:	All 7 days	As per Annexure-III
Dinner	:	All 7 days	

The above items will be provided to approx. 50 (fifty) students (Girls) of Government Polytechnic, Gulzarbagh, Patna-7. The number of girls may increase or decrease.

The Tender completely filled in may be submitted to 'Principal, Govt. Polytechnic, Gulzarbagh, Patna-800007' before 5:00 PM on 28.08.2023 along with a DD for Rs. 10,000/- (Ten thousand) only in favour of Principal, Govt. Polytechnic, Gulzarbagh, Patna-7 towards EMD (Refundable).

The Technical Bid and the Financial Bid should be sealed in separate envelopes and both of them should be sealed in a single cover superscribed as "Tender for Catering Service in Hostel Mess". The Demand Draft for the EMD should be kept along with the Technical Bid. The selection of the Caterer will be based on a weighted criteria system to be derived from the Tender documents of the bidders and only the technically qualified caterer's Financial Bid will be opened for short listing and awarding the Contract. Government Polytechnic, Gulzarbagh, Patna-7 reserves the right to shortlist/reject any or all Tenders without assigning any reason thereof. The Tender will be opened on 31.08.2023

Government Polytechnic, Gulzarbagh, Patna-7 is having 01 (one) Girls' Hostel inside the campus having space for mess services along with kitchen facilities, space for cooking and dining facilities for the students. Electricity on actual usage basis (Cost to pay) and free water shall also be provided by the Institution. However, raw materials, food articles, cooking fuel, cleaning/washing materials/tools shall be procured by the selected Tenderer. Limited accommodation shall be provided for stay of the manpower engaged by the Contractor. However, only female staff shall be allowed to stay in the Girls' Hostels.

1. Technical and Qualifying Criteria :

- Contractor having annual turnover of a minimum of Rs. 02 Lakh (Please attach Bank Account Statement & ITR).
- The Firm/Company having not ever been blacklisted by the Govt. / Non-Govt. Agency. Give self-declaration duly notarized and affixed with non-judicial stamp of Rs. 50/- only stating therein not ever been blacklisted by the Govt. / Non-Govt. Agency).
- The Contractor should have valid GSTIN. (Enclose along with Technical Bid).
- The Contractor should have valid PAN No. contained in either proprietor's name in the Food License or in Firm's name. (Copy should be enclosed along with Technical Bid.)



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- e) A Demand Draft of Rs. 10,000/- (Rupees Ten Thousand) only is required to be submitted along with the Tender as Earnest Money Deposit in favour of 'Principal Government Polytechnic, Gulzarbagh, Patna-7 payable in PATNA'.
- f) A certificate of Food Safety and Standards Authority of India (FSSAI) is to be submitted.
- g) The Contractor should have a minimum experience of 03 Years for serving the government institution/Agency of the same kind.
- h) The Technical Bid without above information and supporting documents shall not be considered for evaluation of the Financial Bid. The Contractor has to fill the Technical Bid form **Annexure I and II Provide supporting documents mentioned above.**

2. Quality & Hygiene to be provided by the Contractor

- a) The Contractor shall procure food articles and vegetables of good quality to the satisfaction of the Mess Committee constituted by the Institution. The Mess Committee shall have the right to change any brand of material used for cooking, provided the cost of the same does not exceed the cost of specified brand.
- b) The food shall be cooked, stored and served under hygienic conditions. The Contractor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from Canteen premises as soon as possible and latest within 10 hrs of its preparation. Un-refrigerated cooked food, not consumed within four hours in summer months and six hours in winter months, shall deemed to be stale and unfit for consumption.
- c) The food shall be neither too spicy nor too oily and salty. The food preparation shall be wholesome and shall generally cater to the taste of the employees/students.
- d) The oil that remains from deep frying at the end of the day shall be destroyed forthwith and in no case shall be allowed to be recycled for the purpose of cooking again.
- e) The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time. They shall be sterilized each morning before serving any items.
- f) The Contractor shall pay special attention to maintain the kitchen in a neat and tidy condition at all times. For this purpose, the kitchen shall be cleaned thoroughly after each meal regularly.
- g) The Contractor shall ensure that only hot food is served to the students.
- h) The Contractor shall ensure that sufficient man power is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of kitchen assets and premises.
- i) On finalization of Tender, the Contractor should follow the Menu, rate and brand of raw materials by mutual understanding between the Vendor and the Mess Committee.

1. General Terms and Conditions :

- 1. The Contract shall remain valid for a period of One year from the date of its conclusion. The Contract can be extended further on mutually agreed terms and conditions for next one year and this can be repeated consecutively three times


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(maximum) subject to satisfactory performance. The extensions shall be based on the satisfactory performance of the Contractor. The Contract once awarded can be terminated by either party after giving one month notice. Nevertheless, Principal Government Polytechnic, Gulzarbagh, Patna-7 may terminate the Contract of the Firm without any notice in case the firm commits a breach of any of the terms of the Contract. The decision of Principal, Government Polytechnic, Gulzarbagh, Patna-7 regarding a breach to have occurred shall be final and acceptable without demur by the firm.

2. Acceptance of the terms and conditions enclosed in the Tender Form.
3. The rates quoted in this bid shall be for the items to be supplied at Government Polytechnic, Gulzarbagh, Patna-7 Hostels. The Contractor shall not be allowed to reduce the items without prior written permission from Mess Committee. Failure to supply at the indicated cost shall be considered a breach of Contract and invite appropriate action.
4. The Tenderer will have to enclose DD of Earnest Money Deposit with Technical Bid which will be refundable only in case of non-acceptance of the offer. The tenderer shall also give an undertaking specifically agreeing all tender conditions failing which his Financial Bid shall not be opened.
5. Government Polytechnic, Gulzarbagh, Patna-7 shall be entitled to take over possession of the premises after expiry of 24 hrs notice with no further correspondence. However, any case of default should be pointed out in writing to him as and when it comes to the notice to enable him to correct and rectify his mistake.
6. Tender shall be submitted in official Tender Form only. If submitted in any other form the same shall be summarily rejected. No Tenderer shall be issued more than one Tender Form.
7. Tenders received without prescribed Earnest Money Deposit (EMD) shall not be considered.
8. The schedules issued with the form of Tender listing the menus etc. for mess services to be rendered, must not be altered by the Tenderer. Any modification/alteration of the rate schedules considered necessary by the Tenderer should be in the separate letter accompanying the Tender.
9. No paper shall be detached from the Tender.
10. The Tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
11. Individual signing the Tender or other documents concerning the Tender must specify whether he signs as:
 - a) A sole proprietor of the concerned or constituted attorney of such sole proprietor.
 - b) A partner of the Firm if it is a partnership Firm, in such case he must have authority to execute Contracts on behalf of the Firm by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
12. In case of above a copy of the partnership deed or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of Attorney should be furnished. The attested copy of


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the certificate or registration of firm should be attached along with the Tender. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the Tender and all other related documents must be signed by all the partners of the Firm.

13. A Demand Draft of Rs. 10,000/- (Rupees Ten Thousand) only is required to be submitted along with the Tender as Earnest Money Deposit in favour of 'Principal, Govt. Polytechnic, Gulzarbagh, Patna-7' payable in Patna. The Earnest Money Deposit of the selected Tenderer shall be forfeited if the tenderer:
 - a) Withdraws Tender Offer before finalization of the same.
 - b) Fails to accept the Tender, if his/their Tender is accepted by Government Polytechnic, Gulzarbagh, Patna-7.
 - c) Fails to deposit the Security Deposit within stipulated time limit.
 - d) Fails to execute the agreement in the prescribed form within 10 (Ten) days of the receipt of the letter awarding the Contract.
 - e) Fails to commence the mess service within 10 (Ten) days of the receipt of the letter awarding the Contract.
14. The successful Tenderer has to deposit a Demand Draft/PBG of Rs. 50,000/- (Rupees Fifty Thousands) only as refundable Security Deposit in favour of the '**Principal, Government Polytechnic, Gulzarbagh, Patna-7**'. No interest shall accrue on this deposit, which will be returned after the successful completion of Contract and after adjusting dues, if any, of the Contractor. The EMD of successful Tenderer will be converted as Security Deposit and the EMD of unsuccessful tenderer will be refunded without interest on or before the 30th day after the award of the Contract.
15. Late Tenders will not be considered. Government Polytechnic, Gulzarbagh, Patna-7 reserves the right to accept or reject any or all the offers either fully or partly without assigning any reason thereof and is not bound to accept the highest maintenance charges offered, since due weightage shall be given to several factors besides the Financial Bid.
16. Telegraphic/Fax or Conditional Tender will not be considered.
17. The decision of Government Polytechnic, Gulzarbagh, Patna-7 that breach has occurred will be final and acceptable without demur by the Contractor.
18. If at any time during the period of Contract, it comes to the notice of the Government Polytechnic, Gulzarbagh, Patna-7 that the Agency has misled the Institution by way of giving incorrect/false information, which has been material in the award of Contract to him/her, the Contract shall be liable for termination besides other legal action which may be initiated against the Agency or the Owner/Partners/Directors or any person responsible for the affairs of the Agency underlaw.
19. The Contractor will have to provide a list of workers who will be working at Government Polytechnic, Gulzarbagh, Patna-7 Hostels and provide complete details about them. The Contractor will also provide Police Verification and Medical Report of all his/her workers.
20. The Contractor will have to submit an affidavit at the time of signing the agreement indicating that all his employees are paid the minimum wages as per Minimum Wages Act of the Central Government.
21. The Financial Bid/s of the technically qualified bidders will only be opened.
22. The Contractor shall abide by all laws of the land including labour laws (ESI, PF, Bonus, Income Tax or any other taxes levied by the Government.) Companies Act,


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Tax deduction liabilities, welfare measures of its employees and all other obligations of this region and also those laws which are not essentially enumerated and defined herein. Any such claims at a later stage shall be the exclusive responsibility of the Contractor and it shall not involve the Institution in any way whatsoever. The Firm/Contractor shall submit the identity proof and affidavit in respect of all employed manpower.

23. The Contractor will also submit a Medical Certificate on half yearly basis that all his/her employees handling food are not having any contagious diseases.
24. The Contractor will ensure that neat and clean clothes and aprons are used at all times by his/her employees handling food. Every employee so appointed by the Contractor shall wear the prescribed uniform. The said uniform shall be provided by the Contractor at his own cost.
25. The Contractor will ensure that his/her employees do not loiter around in the rooms of the Hostels. In case of any loss caused by the employees of the Contractor, the contractor will be responsible.
26. Government Polytechnic, Gulzarbagh, Patna-7 reserves the right to ask the Contractor to remove any person deployed by him without assigning any reason or notice.
27. The Contractor will ensure high standard of cleanliness, hygiene and sanitation in the Kitchen and Canteen. The Contractor will make the arrangement for keeping all eatables in covered showcase, free from flies and insects, Adequate number of dustbins will be provided by the Contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the Canteen.
28. The Contractor shall ensure daily removal of canteen garbage from the canteen premises to allotted area by Municipality.
29. The Contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.
30. The Contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the Contractor will be held solely responsible and will be penalized besides legal action.
31. The raw materials used for cooking can be checked by the Mess Committee at any time and if substandard/unauthorized materials are found, the Contractor will be penalized at the discretion of Government Polytechnic, Gulzarbagh, Patna-7.
32. The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 30 (thirty) persons at a given time.
33. The Contractor should take all safety measures (including fire) while running Canteen. He will keep a First - Aid box for the persons deployed to work in Canteen.
34. The Contractor shall not deploy any minor (child labour) for the Canteen work.
35. The Contractor shall abide by all laws of the land including labour laws, tax deduction liabilities and welfare measures of its employees.
36. Government Polytechnic, Gulzarbagh, Patna-7 will deduct Income Tax at source under section 194-C of the Income Tax Act, 1961 from the bills of the Contractor.


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37. The rates for different items shall be as per the list enclosed. The Contractor if intends to serve eatables not specified in the enclosed list, the same must be with the approval of rates by the Mess Committee of Government Polytechnic, Gulzarbagh, Patna-7.
38. The Mess Committee or its authorized representative/member (s) may inspect the preparation of food etc. from time to time.
39. In the event of unsatisfactory services rendered by the Contractor, the Contract may be cancelled by Government Polytechnic, Gulzarbagh, Patna-7. Monetary fine as penalty @ Rs. 2500/- per day will be imposed for every default during the period of Contract. If the services do not improve subsequently, a monetary fine as penalty of Rs. 5000/- per day will be imposed for the defaults and this will have to be paid by the Contractor within a week on receipt of communication from Government Polytechnic, Gulzarbagh, Patna-7 failing which it will be adjusted against the Security Deposit.
40. No responsibility will be taken by Government Polytechnic, Gulzarbagh, Patna-7 for credit sales to students, staff, employees and others, losses or pilferage.
41. Contractor's workers shall have neither any legal right to claim employment or otherwise absorption in Government Polytechnic, Gulzarbagh, Patna-7. Nor shall Contractor's workers have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of Government Polytechnic, Gulzarbagh, Patna-7. The workers will remain the employees of the Contractor and this should be the sole responsibility of the Contractor to make it clear to his/her workers before deputing them to works at Government Polytechnic, Gulzarbagh, Patna-7.
42. The Contractor shall not engage the services of any sub-contractor or transfer the contract to any other person. If it is found at any time that Contractor is unable to provide the canteen services and has sub-contracted to any other party, Government Polytechnic, Gulzarbagh, Patna-7 has right to terminate the Contract and forfeit all Security Deposits by giving one month notice.
43. Firms submitting Tender would be considered to have read & accepted all terms & conditions. No enquiries verbal or written shall be entertained in respect of acceptance or rejection of the tender. The bidder shall in a separate sheet disclose the details of the partners / directors etc. which shall be enclosed with Technical Bid.
44. The Contractor shall make good all damages/losses which may be caused by any act or default of the Contractor, his agents or servants or workers to any property of the Institute. Government Polytechnic, Gulzarbagh, Patna-7 reserves the option to make good the damage or loss by charging the Contractor with the expenses.
45. In case of breach of the terms of the agreement, Security Deposit of the Contractor is liable to be forfeited.
46. Without prejudice to right under any other clause of the Contract, Government Polytechnic, Gulzarbagh, Patna-7 may in the event any breach of the conditions on the part of the Contractor cancel the Contract and charge the Contractor with any loss arising from such cancellation.
47. Dispute, if any, arising out of the Contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by the Registrar, as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder. Any Arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to higher than 8% charged simply on the award amounts or amount payable


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to either party. No dispute arising of the execution, implementation or termination of the present Contract, as also any other dispute with respect to the present Contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and Conciliation Act, 1996 and rules framed thereunder.

48. All legal disputes shall be subject to jurisdiction of State of Bihar only.
49. The Contractor shall inform the administration regarding any changes of Canteen workers, if required, made by him along with their police verification and medical report.
50. The Contractor shall submit duly signed undertaking enclosed with the Tender Document.
51. Any act on part of the Contractor to influence anybody in Government Polytechnic, Gulzarbagh, Patna-7 would make him liable for rejection of his Tender.
52. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institution by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/ compensate such claims or damages to the Institution. As a result of the acts of the Contractor, if the Institute is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the Institution or the Institution reserves the right to recover such amount from the payment (s) due to the Contractor while setting his/her bills or from the amount of Security Deposit of the Contractor lying with the Institution.
53. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
54. Government Polytechnic, Gulzarbagh, Patna-7 reserves the right to allot all of the Hostels to single firm or multiple vendors.
55. Government Polytechnic, Gulzarbagh, Patna-7 reserves the right to amend /omit fully/ partly any terms & conditions of the bid documents.
56. Govt. Polytechnic, Gulzarbagh, Patna-7 reserves the right to cancel the Tender at any stage.
57. Payment will be made by the Institution within 10 days after the submission of bill duly verified by Hostel Incharge.
58. The provisions as contained in Resolution No. 2988 dated 23.03.2023 of the Finance Department, Govt. of Bihar as well as other directions issued time to time by the Govt. of Bihar must be followed in letter and spirit.


Principal
Govt. Polytechnic, Patna-7

**GOVERNMENT POLYTECHNIC, GULZARBAGH,
PATNA -7**

Name of Work: To run the mess facility at Girls' Hostel, Government Polytechnic, Gulzarbagh, Patna-7 Campus

Technical Bid

(Technical Bid should be kept in separate sealed cover superscribing "Technical Bid" on it).

Sl. No.	Description	To be filled by the Bidder
1.	Name of the Tenderer	
2.	Proprietor	
3.	Address	
4.	Registration No.	
5.	PAN No.	
6.	GST No.	
7.	Contact No.	
8.	Details of Tender Document cost	(Rs.) With Draft No.
9.	Details of EMD	Rupees Draft No. Issuing Bank

List of enclosures:

1. Copy of PAN No. -
2. Copy of GST -
3. Copy of Registration -
4. Copy of ITR (Last Three Years) -
5. Certificate related to Food Safety -
6. Copy of EMD -
7. Copy of Experience Certificate -

[Handwritten Signature]
28.7.2023

Part-B (Financial Bid)

The Caterer should provide rates in the following pattern:

(A) On daily basis and per meal basis (Veg. and Non-Veg.)

Sl No.	Particulars[For indicative menu] (as per tentative menu and as decided by Institution Authority)	Rates (In Rs.) per day per unit
		Veg./Non-Veg.
a)	Morning Tea & Breakfast	
b)	Lunch	
c)	Dinner	

Total Cost for One Day: Rs.....

The above rates will be inclusive of fuel, cost of procurement of rice, wheat and all other provisions, vegetables, fruits, unloading and loading, transportation, storage, labour, all statutory taxes including service tax, duties and levies etc., per student. The Institution will not pay any other charges for the catering services provided.

NOTE: A tentative weekly Menu (Veg. and Non-Veg.) with variation on each day be provided on a separate sheet of paper attached as Annexure 'III'

NOTE:- Financial Evaluation will be made on the basis of total cost (a+b+c).

(Authorized Signatory)

[Handwritten Signature]
26/7/17

UNDERTAKING

1. Shri.....R/O.....
.....hereby solemnly agree to abide by the Terms & Conditions and the rates enumerated above.

Any break of the Clause/Clauses will render my contract null and void.

I have understood completely about this Tender Document and the terms and conditions therein. I agree to sell the eatables/Buffer/Breakfast/Lunch/Dinner on the rates mentioned in the Tender Rate List annexed with. I have also understood that I have to maintain the high standard, quality and hygiene of all the eatables as mentioned in the rate list of items with the tender.

Dated: _____

Signature of the Contractor
Name of the Contractor _____

Witness No. 1
(Name and full Address)

Witness No. 2
(Name and full Address)

(Full signature of the Tenderer with seal of the Agency)


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Annexure: III

Day & Time	BREAK FAST 08.00 AM TO 10:00 AM	LUNCH 01:00 PM TO 02:30 PM	DINNER 08:30 TO 09:30 PM
MONDAY	Poha+Sev+Chopped Onion & Tomato	Mix Veg. Moong dal	Veg Kofta+Musoor dal
TUESDAY	Dal Puri (4Pcs) Aloo+Tomato+Matar Sabji	Seasonal Veg+Chana Dal fry	Aloo Palak+Kheer+Arhar Dal
WEDNESDAY	Sattu Litti+Chana Sabji+Chutney	Seasonal Veg + Arhar dal	Fish Curry (200 gm)/ Mashroom+Paneer
THURSDAY	Plain Paratha (4Pcs)+Seasonal Sabzi/Chola Bhatara	Kadhi Pakoda+Chawal	Seasonal Veg.+Chana dal fry+Gulab Jamun(1 Pcs)
FRIDAY	Puri (6Pcs)+ Sabzi (Aloo Matar)	Sesonal Veg. +Arhar dal	Egg Curry(2Pcs)/Veg. Kofta+Mix Dal
SATURDAY	Sattu Paratha (4Pcs)+Aloo Sabji + Chutney/Dahi-Achar	Mix Veg. + Rajma	Aloo Soyabean Sabjee+Dal fry+Sewai
SUNDAY	Aloo Paratha (4Pcs) + Tomato Sauce/Chutney	Chicken Curry (200 gm) +Paneer(105gm) Butter Masala+Dal Makhani+Jeera Rice	Seasonal Veg+Chana Dal
COMMON	Pickle	Rice+Bhujliya+Salad+Pickle+Roti+Papad	Rice+Bhujliya +Pickle+Roti
OPTIONAL	Bread Butter, Jam on demand		

