

PANJAB UNIVERSITY

“Sealed Tenders for leasing out Catering Services at Panjab University Golden Jubilee Guest House for a period of 2 years accompanying earnest money of Rs. 10,000/- (by way of Demand Draft in favour of Registrar, Panjab University, on the prescribed application form obtainable from the office of the Registrar, Panjab University on payment of Rs. 1000/-(non-refundable) on all working days between 9.30 a.m. to 4.30 p.m. are invited. The minimum reserve lease rent is Rs. 50,000/- plus Service tax. The last date for submission of forms with the Registrar, Panjab University Chandigarh is Tuesday, 30.6.2015 by 4:00 p.m. Details available at www.puchd.ac.in.”

Registrar

Size (3cm X 8cm = 24 sqcm)

Application Format

The Registrar
Panjab University
Chandigarh

Subject: Application for Catering Services for the Golden Jubilee Guest House.

Sir,

Please refer to your advertisement inviting tenders dated _____ application for Catering Services at Golden Jubilee Guest House Contract:

1.	Name (in Capital Letters)	
2.	Name of Father / Husband	
3.	Age	
4.	Qualification	
5.	Permanent Address	
6.	Address for Permanent/ Correspondence with proof e.g. (Passport, Aadhaar card, Electricity Bill)	
7.	Contact Nos. (Residence/Office/Mobile)	
8.	Present Occupation	
9.	Total Experience in the line (specify where)	
10.	Financial Position	
11.	P.F. and ESI Registration No.	
12.	Service Tax Registration No.	
13.	Tin No.	
14.	Food License	
15.	I can invest up to	

- I agree to provide the Catering Service at the rates fixed by the Panjab University/Committee, Golden Jubilee Guest House.

- I agree to serve food as per menu provided. I have read the terms and conditions of the Catering Contract and agree to abide there in letter and spirit.

Yours faithfully,

Signature

Dated:

- a) Application duly completed must reach by _____.
- b) Bids shall be opened on the last date fixed for the receipt of Tenders and the contract shall be allotted to a bidder quoting the highest bid amount.
- c) Attach oneself address envelope (9"x14") with a postal stamp of Rs. 5/- along with the applications.

(Terms and Conditions are attached)

AGREEMENT

AGREEMENT FOR OUTSOURCING CATERING SERVICES

This Agreement for outsourcing the service of catering in Golden Jubilee Guest House, situated in Sector-14, Chandigarh is entered into on this _____ by and between:

Panjab University, Chandigarh a body corporate existing under the laws of India, having its address at Sector 14, Chandigarh herein duly represented by its Registrar, Col.Guljit Singh Chadha (Retd.), hereinafter referred to as First Party;

And

_____/ Chairman hereinafter referred to as Second Party;

WHEREAS, the First Party Panjab University is desirous of outsourcing the service of catering in Golden Jubilee Guest House situated at Sector 14, Chandigarh.

WHEREAS, THE Second Party has approached in the First Party for providing catering services in Golden Jubilee Guest House.

Now, Therefore, in consideration of the mutual covenants and promises herein set forth, the parties hereto agree as follows:

TERMS AND CONDITIONS AGREED TO BY BOTH THE PARTIES

1. That the caterer shall procure license issued by Health Authority, Chandigarh as per Food Safety and Standards Act 2006 at his own cost. The liability if any under the Act and all Laws concerning quality of food item shall be of the caterer.
2. That this agreement shall be for two year in the first instance, from the date of signing. To begin with, this contract shall be for 03 months and on satisfactory performance, it may be extended for full session. Prior to the expiry of two year, either party may terminate this agreement without assigning any reason by giving one-month prior written notice to the other party about its intention to terminate the agreement. However, during the initial (03) months of agreement, the University shall be entitled to terminate this agreement without giving any prior notice to the Caterer if his/her services are not found satisfactory by the University. At the end of the two year the lease period shall be extendable by one year more on satisfactory work service being provided by the caterer.
3. That basic furniture (Chairs, Work Tables, Dining Tables, Water Coolers, Refrigerator, Gas Chullah, Chapati Puffer) shall be provided by the University. The Caterer shall return the same to

the University in good working condition at the time of termination of this agreement. The Caterer shall arrange his own cooking gas in the Kitchen.

4. That the Caterer shall be responsible for the maintenance of the Furniture, Fittings, Lights, Fans, Air- Conditioners and other fixtures provided in the Mess/Kitchen.
5. That all repairs of the building and whitewashing shall be carried out by the University.
6. That the Caterer shall provide a good quality cookery (including glasses) to be used in the mess, which shall be approved by the Registrar.
7. That it is agreed that the contractor shall arrange to fix a Sub-Meter for Electricity and water consumption in the mess kitchen area through Electricity Wing XEN (Mtc.) of Panjab University. The Caterer shall pay the electricity and water charges according to the meter readings.
8. That the caterer shall not conduct any business of his own in the Golden Jubilee Guest House. The caterer shall provide his services to any person/department only with the permission of the Registrar. He/She shall not use any Tentage, Decoration or Lighting for any function he/she is allowed by the Registrar.
9. That Sales Tax, Service Tax, Vat as per the Rules of the Government shall be paid by the Caterer directly to the authorities concerned. The caterer shall observe and follow general laws, employment Act and wages rules.
10. The caterer shall obtain all necessary licenses in shape of TIN No./CST Number from competent/statutory authorities for running canteen services within reasonable time.
11. That the caterer shall appoint his/her own staff to provide the catering services to the visitors. The catering staff should remain polite and decent with all the visitors. Everybody shall be well dressed while on duty. He/She shall be responsible for the cleanliness and hygiene of the entire area under him/her. The caterer shall be solely responsible for garbage disposal and follow the instructions of the authorizes for maintaining vicinity. The Caterer shall use only the branded items as per list supplied by the University for cooking food. He should also make that fresh and good quality vegetables and pulses are only used.
12. That the Caterer shall inter- alia take the following steps to ensure that the hygiene standards of the employees are maintained in order to prevent food borne diseases:-
 - The employee shall Not touch Ready To Eat food with bare hands;
 - The employee shall wash hands frequently, especially whenever they are soiled or have touched anything that has contaminated them;
 - The employee shall Not work when ill;

- The employee shall know all aspects of food handling and the risk factors associated with food borne illness; and
 - The employee should be made aware that uncontrolled risk factors can cause consumers to have food borne illness.
 - The employee shall have proper hair cut and wear head cap while preparing food for the customers.
 - The employee shall be properly manicured.
13. That maintenance/upkeep of Kitchen service shall be the responsibility of the Caterer. The caterer shall deploy a whole-time Sweeper/Cleaner who shall maintain the cleanliness of the kitchen, Dining Hall, Toilets and the surrounding areas on a regular basis to the satisfaction of the Registrar.
 14. The contractor shall be responsible for housekeeping of the food preparation area and the dining hall. The housekeeping scope includes employing competent persons for housekeeping, branded cleaning material required for up-keeping of kitchen, wash trough and service area in hygienic condition and branded hand wash liquid at the dining halls and other required material/gadgets for cleaning.
 15. The caterer shall furnish Micro-Biological Test Reports as and when required by the Registrar, Panjab University.
 16. That the caterer shall keep complete information and bio-data including photographs, address and signatures of all the employees engaged by him. All his/her staff should be medically fit and shall undergo regular medical check-up (Urine, Stool and Skin Tests) at the PU Health Centre.
 17. That the Police verification of all his/her staff shall also be got done by the caterer himself/herself from the Police Station of Sector-11, Chandigarh. Any change of servants shall be brought to the notice of the Registrar and their medical examination and police verification are got done immediately.
 18. That the rates of all items/meals shall be fixed by the DSW/Committee in whom lies the authority for revision.
 19. That the Caterer shall deposit Rs. 1,00,000/- cash as security with the Registrar for furniture and equipments.
 20. That the Caterer shall remain on premises during working hours. He/She shall take permission from the Registrar when moving out of station. Mess timings shall be fixed by the Registrar. Mess will remain open on all the days of the week including holidays.
 21. That the Registrar or any member as authorized by the Registrar shall have access to the premises at any time to inspect and see that the agreed conditions are strictly adhered to. The

caterer and his/her employees shall abide by the directions given by the Registrar from time to time.

22. That breakfast, lunch and dinner shall be served in the dining room only. Tea can be served to the guest in their rooms. Guests/faculty members can order for meals in advance in consultation with the caterer and with the permission of the Registrar.
23. That kitchen of the Golden Jubilee Guest House shall only be used to carry out all cooking related activity and no cooking shall be done by the caterer outside the kitchen area.
24. That in case of complaints regarding the quality or quantity of food by staff and /or the charges of the food items served in the Golden Jubilee Guest House the decision of the Registrar shall be final and binding on the caterers.
25. The University shall not be responsible or liable legally or otherwise in respect of any loss /injury caused to or suffered by any employee of the caterer's staff through any kind of accident or otherwise while rendering services in the Golden Jubilee Guest House. The caterer shall be exclusively and entirely responsible for taking proper precaution against all potential hazards and risk to his employee and equipment.
26. The caterer shall comply with provisions of Factory Act 1948, Contract Labour 1970, ESI ACT 1948, Workmen Compensation Act 1923, Employees Misc. Provident Fund Act 1952, Minimum Wage Act 1948, Payment of Wages 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 and rules framed there under or any other laws and rules as may be applicable time to time in respect of workers engaged by him. The caterer when required by the Registrar, Panjab University, shall produce the register and records and verify the record for verification and comply with other directives issued by the Panjab University for compliance of statutory provisions.
27. The Caterer shall indemnify Panjab University against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
28. That the Caterer shall not indulge in subletting or sub-contracting of any activity, which is a subject matter of this agreement. In terms of violation of this Clause, Shall attract the termination of his agreement by serving 7 days written notice on the Caterers.
29. That without prejudice to the contents of clauses 2 and 22 above, this agreement is liable to be terminated by the University in the following eventualities.
 - (a) If the Caterer does not maintain the present of adequate number of waiters/ cooks as directed by the Registrar.
 - (b) If the Caterer fails to supply good quality food at approved rates and does not approved quantity of food items.

(c) if the caterer does not maintain proper hygienic conditions in the kitchen area or fails to provide eatables in good quantity or does not maintain the Crockery Glasses, Cutlery etc. in proper hygienic condition or does not clean the Chairs and tables in the dining hall regularly.

(d) If the catering staff misbehaves with the University authorities or users of the dining hall.

(e) If repeated complaint are received about food, service, cleanliness etc. against the caterer.

30. Assignment of transfer of contracts:

The contract shall now without prior written approval of Registrar, Panjab University assigned transfer the contract or any part thereof, or any share, or interest thereon to any other person. No sum of money which may be payable under the contract shall be payable to any person, other than the contract unless the prior approval of the Registrar, Panjab University is obtained to the assignment or transfer such money is given.

31. Arbitration:- In case of any dispute or differences between the University and the cater or any dispute relating to the interpretation or enforcement of this agreement and all related issues including any question regarding its existence, validity or termination, which cannot be amicably resolved, shall be referred to and finally settled by arbitration.

The arbitration proceeding shall be conducted in English language and the venue for the same shall be at Chandigarh. The Registrar of the University shall be the sole arbitrator. Any award or decision of the said sole arbitration shall be final and binding upon both the parties.

32. Than the Agreement shall be governed, interpreted and enforced in accordance with the laws of India. This Agreement contains the entire understanding between the parties with regard to the subject matter of this Agreement. The provisions of this agreement shall have an over-riding effect over any prior understanding between the parties, whether verbal or written but not limited to the contents of the newspaper advertisement/circulars etc. issued by the University for inviting offers for catering and the terms and conditions of the tender document.

33. A Compliance regulation and By-Laws:-

The contractor shall conform to the provisions any statue relating to the work and regulation and bye-laws of any local authority. The contractor shall be bound to give all notices required by the statute regulation or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in-respect thereof.

34 Safety Conditions: the caterer shall comply with the safety measures as envisaged in Punjab Factory Rules, 1952

Rule 66C : Method of work

No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 66D : Stacking and storing of materials etc

No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 103 : (Framed U/S 88 of the Factories Act)

Notification of Accidents and Dangerous Occurrences

- (1) When any accident which results in the death of any or which results in such bodily injury to any person as is likely to cause his death, or any dangerous occurrence specified in the schedule to this rule takes place in a factory, the manager of the factory shall forthwith send a notice thereof by telephone, special messenger or telegram to the Inspector and the Chief Inspector.

According to ISO 22000, Food Safety is a scientific discipline describing handling preparation and storage of food in ways that should be followed to avoid potentially severe health hazards.

35. That the parties hereby expressly agree and contract that it is not the intentions of any of them to violate any public policy or any statutory or common law and that if in this agreement, and sentences, paragraphs, clauses or combination of the same are in violation of any law, such sentences, paragraphs, clauses or combination of the same shall be inoperative and the reminder of this agreement shall remain binding upon the parties hereto.

The parties shall take precautions while discharging their respective obligations under this Agreement for ensuring that no law, rule or regulation is violated by discharging of such obligations.

I have read the above conditions of the Agreement and hereby agree to abide by the same.

Dated:_____

Signature of the Registrar

Chandigarh

Countersigned

Full Address _____

Chairman of the Committee

Dated _____

Chandigarh

Witness No. 1_____

Signature of Caterer

Witness No. 2_____

Full Address

TERMS AND CONDITIONS

1. The Contractor should himself run the business. If the Contractor is found sub-letting it, the Contract will be cancelled and security money already submitted will be forfeited.
2. The Contractor should install his own Sub-meter for electricity charges and water charges through XEN office and the S.D.O. (Electricity), XEN (Mtc.) and ensure that the meter is giving proper reading of the electricity and water.
3. No party arrangement can be made without the prior permission of the Registrar.
4. Only tea will be served to the guests in their rooms.
5. Breakfast/Lunch/Dinner will be served in the dinning hall only.
6. The Contractor shall be responsible for arrangement of Breakfast, Lunch and Dinner, as per requirement of the Guest/Faculty members. A notice of atleast 4 hours shall be given in advance for placing the order for meals. Meal timings will be displayed. The timings will be from 7.00 a.m. to 10.00 p.m. The timings for breakfast will be 7 O'clock to 10 O'clock, lunch 12.30 O' Clock to 2. 30 O' Clock and dinner 8 O' clock to 10 O' clock.
7. Outsiders will not be allowed to use the services of the G.J. Guest House mess.
8. Kitchen will be open on all the days of the week including holidays.
9. The Contractor will arrange all kitchen equipments himself.
10. Cleanliness of Kitchen, dinning hall and its surrounding areas will be the responsibility of the Contractor.
11. The Contractor will arrange his own crockery and utensils of good quality.
12. The Registrar/Committee may inspect the quality of food from time to time.
13. Reputed brand items should only be used.
14. The Contractor will issue proper receipts of all the payments received by him/her and maintain the proper record which can be seen at any time.
15. The Contractor will display the Rate List duly approved by the Panjab University authority in the dinning hall.
16. The Contractor will be bound to follow the orders/instructions given by the authorities from time to time.
17. To finalize the award of Contract to any Contractor, two stage processes shall be followed. The first part should be finalization of criteria for award of contract. Then second stage should be finalization of the award of contract by the Committee members.

18. The person to whom Contract of Catering Services of the Panjab University Golden Jubilee Guest House will be allotted, he/she shall be required to execute the lease-deed agreement within 7 days from the date of allotment on the non-judicial/stamp papers.
19. The premises of Golden Jubilee Guest House should not be used by the Contractor for Commercial purpose.
20. The Contractor shall deposit all the dues latest by 7th of every month.
21. The Contract shall be for two years and it will be extendable by one year more.
22. The Committee finalized the following for award of the Contract:
 1. The reserve price for the bid should be Rs. 50,000 + Service Tax.
 2. The Contractor must have atleast average turnover of 20 Lakhs per annum during the last three financial years.
 3. The Contractor shall have ESPF, Tin No., Service-Tax No. etc.
 4. The security amounting to Rs. 1,00,000 or equal to two months' rent should be realized from the Contractor at the time of the bid.
 5. The EMD should be 10,000/-.
 6. The Tender fee will be 1,000/- non-refundable.
23. In case the terms and conditions as listed above are not adhered to by the Contractor, the Contract will be terminated.
24. The decision of the Committee will be final.