

## **TERMS AND CONDITIONS FOR RUNNING STUDENTS MESS & CAFETERIA**

1. Sealed Quotations are invited for **running the Students' Mess & Cafeteria** of Army College of Nursing, Deep Nagar, and Jalandhar Cantt for a period of one year only.
2. The firm/individual must have the **PAN/TAN, GST, EPF & ESI Registration, and Food Licence** and should be a registered contractor and having experience in the field of catering services of an Academic Institute Hostel.
3. The firm/individual should be registered with EPF, ESI, GST departments and any other office as per the laws and self-attested photocopies of the following documents will be attached with the quotation :-
  - (a) ESI Registration.
  - (b) EPF Registration.
  - (c) GST Registration.
  - (d) ESI and EPF latest deposit receipts (Nil reports be enclosed in case no amount deposited).
  - (e) PAN / TAN Card.
  - (f) Any other supporting documents.
  - (g) Latest food safety license issued by competent authority.
4. The present strength of students is 240 which may marginally increase or decrease. Strength may also increase or decrease due to training requirement or unforeseen circumstances like any pandemic or natural calamities or force majeure or as per the instructions received from higher HQ / Baba Farid University of Health Sciences, Faridkot.
5. The menu to be followed in the students' mess is attached as **Appendix 'A'**. Menu and Rate list for Cafeteria is to be decided separately in consultation with the selected vendor. Mess bills will be paid by the students through the students mess committee by the 05<sup>th</sup> of next month. Dining in faculty and staff will also clear their bill by 05<sup>th</sup> of next month. Penalty of Rs 25 per day will, be levied if the bills are not cleared by due date. The contractor / firm may be required to provide additional items to the students against their firm demand, for which necessary payment will be made by the students mess committee/ concerned students. The selected vendor will be required to accept payments through digital modes, without ascribing any additional charges.
6. Warden and Assistant/Officiating Warden detailed on monthly basis will dine with the students free of cost. The in-living faculty / staff will also dine in the mess and pay at the same rate as applicable to students based on actual number of days in a month. Group 'D' Employees (maximum three) staying in the campus will be dining in the mess

and are to be charged @ Rs 500/- per person per month. Students who have lost their fee paying parent are to be provided free meal. Present strength of such students is 06.

7. The firm/individual willing to run the **Students' Mess and Cafeteria** of Army College of Nursing, Jalandhar Cantt will submit a **Demand Draft for Rs 50,000/- towards Refundable Earnest Money alongwith their quotation in favour of "Army College of Nursing" payable at Jalandhar** issued by any Scheduled Bank other than cooperative bank. This demand draft will be put in a separate envelope alongwith the quotation and it should be superscribed with heading "**Earnest Money for Running of Students Mess and Cafeteria**". The quotations without Earnest Money shall be rejected. Earnest money in respect of the successful bidder will be adjusted towards the security money as per para 8 of the terms and conditions given below.

8. **Monthly rebate of Rs 4,000/- (Rs 3000/- for Students Mess and Rs 1000/- for Cafeteria)** will be paid by 10<sup>th</sup> of the succeeding month. The firm/individual will also submit a **security deposit of Rs 1,00,000/- (Rupees one lakh only)** with the college. The earnest money in respect of the successful firm will be considered as 50% of the security deposit and balance 50% of the same will be deposited with the college within seven days of the award of the contract. The security deposit will be used to do risk & purchase against the contractor / firm if food is not up to the specified standards. Such a purchase can be resorted to maximum of thrice a month or five times during the contract period.

9. The Earnest Money / Security Deposit will be forfeited in case the firm/individual does not start the work within the time limit specified or comply with any of the terms and conditions/contract.

10. **Monthly Charges.** The following charges will be required to be deposited by the contractor by 5<sup>th</sup> of the succeeding month: -

- (a) **Students Mess. Rent @ Rs 1000/- per month for Staff living & store room, electricity charges as per actual meter reading and water charges @ Rs 500/- per month.**
- (b) **Cafeteria. Licence Fee @ Rs500/- per month, Furniture Charges @ Rs 450/- pm and Water Charges @ Rs 150/- per month. The electricity charges will be as per actual consumption.**

11. The mess and cafeteria premises will not be used for any other purposes by him/his employees. No outsiders will be served food by the contractor, without prior permission of the Principal / Registrar.

12. **Electricity Bills.** Separate meters have been installed. The Contractor will pay the **electricity bill on actual consumption as per actual rates** to the college every month.

13. The firm/individual will not engage any employee below the age of 18 years and will also furnish a report of antecedents alongwith necessary police verification in respect of all the individuals to be employed by him. This shall also be applicable for those provided on temporary or replacement basis. The firm will ensure that the payment is made to the labourers as per the Minimum Wages Act.

14. **Repair/Maintenance & Damages.** He will ensure timely and regular repair and maintenance of mess/kitchen/cafeteria. Contractor will be responsible for damages/breakages (as per inventory list) which will be paid/replaced by the Contractor. The Contractor will be responsible for security of college furniture and property placed inside the mess/kitchen/cafeteria. The college will not be responsible for any loss due to theft/fire.

15. **Fire Fighting.** The Contractor will make suitable arrangements for the fire fighting equipment, inside and outside the kitchen. The expiry date of the cylinders will be checked by him and the members of board detailed by the college.

16. The firm/individual will also be responsible for depositing the EPF, ESI and other contributions for his employees as required under various laws from time to time. In case of any infringement, Army College of Nursing, Jalandhar Cantt will not be held responsible in any way and the contractor / firm will be required to deposit the dues / damages / charges, whatsoever applicable to concerned authority. The firm will submit the proof of Salaries to the employees. Copy of electronic challan receipt (ECR) as e-challan for **Army College of Nursing (ACN)** proof of payment of statutory obligation such as EPF,ESI, GST and any other applicable tax alongwith name wise details and receipts will be deposited by 15<sup>th</sup> day of next month.

17. The college will be responsible for providing only utensils for use by students. The equipment required for storage, deep freezer, preparation and distribution of food will be arranged by the contractor. Contractor will use only Commercial Gas Cylinders in the mess / cafeteria and the college/management will not make any arrangement for providing the same.

18. Food prepared/served should have good nutritional value and be fresh and hygienic. In the event of rejection of sub-standard item(s), the Management will have power to demand replacement of such item(s) at the cost of the firm/contractor. In the event of the latter's failing, declining, neglecting or delaying to comply with any rejection or otherwise not executing the same in accordance with the terms of the contract, the college / management shall be at liberty (without prejudice or compensation against loss and inconvenience caused by such breach of contract or non-compliance with the terms and conditions of contract) to purchase / procure item(s) in lieu thereof locally or from other identified agency at the contractor's risk and expenses as may have been rejected or that the contract may have failed, neglected, declined or delayed to supply such specified item(s) and excess cost so incurred in purchasing, procuring (together with all incidental charges) in excess of the contract price shall be recovered from the contractor / firm on demand.

19. All the materials being procured will be inspected by the Warden / Mess Committee and they reserve a right to reject the substandard / unsafe / unhygienic / outdated items. In the absence of Hostel Warden, the material will be checked by the Estate Supervisor.

20. The contractor / firm will ensure that the cooking ingredients are not adulterated. The college / management will have full right to verify their genuineness and reject the items. The rejected items will be destroyed in the college and will not be allowed to be taken back by the firm / contractor who will provide replacement expeditiously.

21. In case of any food poisoning caused due to negligence in cooking or mixing of non veg items with veg items, the samples will be got checked from Military Hospital Jalandhar Lab / Food Lab of District Administration, Jalandhar and necessary action will be taken.
22. All waste food will be disposed off daily under arrangements of contractor / firm.
23. The contractor / firm will provide food and variety of fruits as specified in the weekly menu to the Students' and Staff, as decided by the Management / Students Mess Committee. Menu will not be changed without prior approval of the management. If the change of menu is unavoidable due to non-availability of supplies, it will be approved by the college / management and alternative items of equal value will be provided.
24. The firm / contractor will ensure that there is a 'Special Sick Diet (SSD)' as duly approved by the management / college on prescription of medical authorities. The same may be provided to 'Sick in Quarter' student(s) for the duration specified by the medical authorities. Menu of SSD will be as per the medical advice.
25. The contractor / firm will be responsible for arranging packed food as per the recommendations of Students' Mess Committee for Excursion / Educational Trips and out of station move for official purposes.
26. The contractor will always maintain minimum of two chefs and adequate helpers and waiters to establish two distribution counters simultaneously.
27. The contractor / firm will not charge the mess fee / charges, in case any student or staff is on leave for more than 3 days continuously. However, if she extends her leave, she will be liable to pay mess charges for the balance duration of the leave / absence.
28. The contractor shall comply all requirements of college / management including orders from time to time for specific organisational tasks like National Festivals, Guests and college functions pertaining to the Running of Students' mess as per approved rates by the management. The contractor will be responsible for providing food to college guests as per the menu and requirement and payment as applicable to the students.
29. **General Hygiene & Sanitation.**
  - (a) The college committee can visit the mess / cafeteria at any time to check the general hygiene and sanitation and standards of eatables.
  - (b) The kitchen and mess/cafeteria will be inspected by Station Health Organisation and the contractor / firm will be liable to comply with all instructions.
  - (c) The Contractor will be responsible to keep the mess / cafeteria and its premises neat and clean.

(d) He will arrange for proper dustbins, foot mats and disposal of waste (solid and liquid) inside and outside the mess / cafeteria.

(e) All the eatables kept in the mess and cafeteria will be properly covered and safeguarded from dust, flies, mosquitoes, insects etc.

(f) Warden / Teacher I/C will check the standard of hygiene and sanitation.

(g) Mess and Cafeteria premises will also be inspected by the Warden, Army Doctor/RMO and the Station Health Officer periodically/randomly.

(h) Contractor will ensure proper hygiene and cleanliness of the staff, cook house/mess / cafeteria complex and utensils. He will use good quality utensils/storage bins and rations.

30. **Employees Verification.**

(a) **Employees.** Contractor will submit a list of employees alongwith their address and contact Number to the college.

(b) **Uniform.** The chefs will use aprons and head caps. Food handlers will use gloves.

(c) **Verification.** Contractor will submit Police verification from Jalandhar Cantt Police station.

32. **Medical Fitness Record.** Medical fitness certificate of the owner and the employees will be submitted to the college office prior to the occupancy. Record of quarterly medical examination of the employees by Cantonment Board Hospital, Jalandhar Cantt / Civil Hospital, Jalandhar City / Military Hospital, Jalandhar Cantt/ any MBBS doctor, will be maintained and submitted to the college authorities by the Contractor. The employees suffering from any skin/infectious disease will not be allowed to work in the Students' Mess / cafeteria and will be replaced at the earliest, without causing any break of service. They will maintain their personal hygiene at all times.

33. **Violations/Deficiencies, if any, shall be intimated to the contractor and contract will be liable to be terminated after three major infringements.** However, the contractor will continue to provide the services till alternate arrangements are made by Army College of Nursing, Jalandhar Cantt.

34. The firm will ensure that only standard ingredients approved by the concerned Govt agency will be used.

35. In case meals are found deficient in quantity and quality, the contractor will not be paid for the same. The decision of the management with regard to the menu, quality and quantity of items will be final and non negotiable by the contractor or any other form of arbitration.

36. **Forbidden Practices.** That the contractor / firm as well as staff employed by him will not contact or deal with any student directly. They will not indulge in any of the following practices: -

- (a) Use of violence in any form in/outside the hostel complex.
- (b) Sex related offences.
- (c) Rude and disorderly behaviour with students and staff.
- (d) Consumption of drugs, intoxicants, liquor, tobacco and cigarette/bidi is prohibited in or around the college campus.
- (e) Obscene behaviour.
- (f) Bringing outsiders / unauthorized persons in the college complex.
- (g) Immoral acts.

37. If the employee(s) of the contractor / firm are found indulging in forbidden practices, action as warranted by law will be taken against them and the concerned employee will be immediately replaced by the contractor without any delay. If the contractor himself is found indulging in the same, the management will terminate the contract without assigning any reason.

38. **Prohibited Items/Discipline.**

- (a) Spurious soft drinks and unbranded eatables.
- (b) Items injurious to health.
- (c) Tobacco and Alcohol.
- (d) Restricted appliances – Heaters & Electric Iron.
- (e) No gambling smoking, lending, borrowing of money is allowed including employees of Contractors.
- (f) The Contractor and his employees will look after the interests of students and not behave indecently with the pupils, the college staff and the parents.

39. **Fines.** Fines can be imposed on Contractor / Firm by Principal/Registrar / Management for any of the following violations by the Contractor or his staff upto a max of Rs 1000/- for each occurrence:-

- (a) Poor/stale foods/eatables being served.
- (b) Poor and unhygienic conditions of mess / cafeteria including kitchen/staff.

(c) Misconduct of Contractor's staff with students/teachers.

40. The decision of the management / college authorities (Principal / Registrar) will be final and non negotiable by the contractor / firm or any other form of arbitration.

41. **Entry of Outsiders.**

(a) Contractor will not entertain any outsider/ customer.

(b) College authorities are at liberty to initiate disciplinary action as per rules in case of any indiscipline by the employees of the Contractor.

(c) The Contractor/employees will observe establishment norms of discipline.

(d) Contractor/employees will also adhere to security instructions/measures.

42. **Supervision/Control.** The overall supervision, control and direction over the Students Mess / cafeteria will be of the Principal/Registrar, Army College of Nursing, and Jalandhar Cantt.

43. The firm/individual will also attach an undertaking of having read the above conditions and to abide by the same in future, if the contract for running the students mess and cafeteria is awarded to them, as per the specimen attached as **Appendix 'B'**.

44. **Jurisdiction.** The Courts of Jalandhar only shall have jurisdiction to deal with and decide any legal issue or dispute arising out of this contract/terms and conditions.

45. **Settlement of Disputes.** Any disputes or difference arising out of or in connection with the Contract/Terms and Conditions shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration.

46. **Arbitration.** In the event of any dispute or difference arising under this Contract, the matter shall be referred to the Arbitrator to be nominated by the Director, Army College of Nursing, Jalandhar Cantt and whose decision will be final and binding on both the parties. The venue of arbitration will be Jalandhar Cantt subject to Arbitration Act, 1940 and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this Contract.

47. Interested firms / contractors meeting the eligibility mentioned above will submit the "**Technical**" and "**Financial Bids**" in separately marked and packed envelopes to reach Army College of Nursing, Jalandhar Cantt by 14 **November 2023 by 12:00AM**. Quotations received after due date and time will not be considered under any circumstances. No request for the extension of due date will be considered.

48. **Opening of Bids.** Technical and Financial bids will be opened separately, as per the dates given separately. If the last date of depositing and opening of tender happens to be a declared Holiday then, the tenders will be accepted on the next working day, other terms and conditions and the time schedule remaining unchanged. An earnest money is to be deposited alongwith tender documents.

49. The Director, Army College of Nursing, Jalandhar Cantt reserves the right to accept or reject any quotation without assigning any reason thereof.

50. The management of Army College of Nursing, Jalandhar Cantt reserves the right to make any amendments in the Terms and Conditions as & when required and deemed fit and mutually accepted to both the parties.

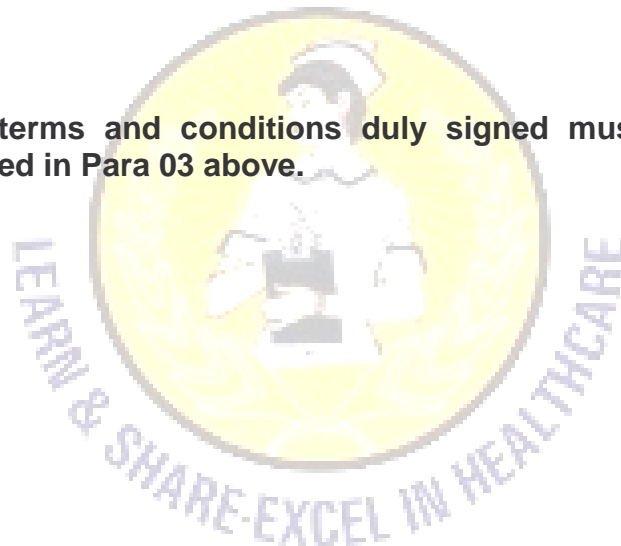
We agree to the above terms and conditions.

Place:

Signature of Tenderer with seal

Date:

**Note: A copy of terms and conditions duly signed must be attached with documents mentioned in Para 03 above.**





## SUGGESTED MESS MENU OF ACN JRC WEF 1 DEC 2023 – 30 NOV 2024

DAY	BREAKFAST	LUNCH	EVENING	DINNER
MON	PARATHA, PANEER BHURJI/EGG BHURJI, TEA	RICE, CHAPPATI, RAJMA, SEASONAL VEG, CURD, SALAD	TIGER CHOCO BISCUIT (7 BISCUITS) WITH TEA	RICE, CHAPPATI, MIX DAL, BLACK CHANA MASALA AND HALWA (SUJI AND MOONG ALTERNATE)
TUE	ALOO PARATHA WITH CURD, PICKLE, TEA	RICE, CHAPPATI, LOBIA DAAL, SEASONAL VEG, CHUTNEY, SALAD, FRUIT	TEA	IDLI 4, SAMBHAR
WED	ROASTED BREAD(4), POTATO CUTLET(2), RED SAUCE, EGG OMLET(2), MILK 250ML	RICE, CHAPPATI, MASOOR SABUT DAL, SEASONAL VEG, CURD, SALAD	ALOO BHUJIA (17 GRAMS) WITH TEA	JEERA RICE, CHICKEN/ARHAR DAL, SEASONAL VEG, CHAPPATI
THU	PURI, BLACK CHANA (WITH NO POTATO), PICKLE, TEA	RICE, CHAPPATI, CURRY PAKODA(4)/CHOLE, SOYABEAN SABJI, SALAD, FRUIT	TEA	RICE, MILLET CHAPPATI, DAL, PAPAD, KHEER(RICE AND VERMICELLI ALTERNATE), SEASONAL VEG
FRI	STUFFED/GOBI PARATHA, TEA, PICKLE, BUTTER	RICE, CHAPPATI, MIX DAL, SEASONAL VEG, SALAD, BUNDI RAITA	SAMOSAS WITH TEA	RICE CHAPPATI, MIX VEG (NO POTATO), MATAR PANEER/EGG CURRY (FOR EGG EATERS ONLY)
SAT	POHA, SAUCE, MILK 250ML, BOILED EGG (2)	RICE, CHAPPATI, CHANA DAL/BLACK CHANNA SABJI WITH CURRY, SEASONAL VEG, SALAD, CURD, FRUIT	TEA	RICE, CHAPPATI, SEASONAL VEG, ARHAR/MOONG DAAL/POTATO ONION SABJI WITH GRAVY, GULAB JAMUN
SUN	CHOLE BHATURE/KULCHE(3), CHOLE, PICKLE, TEA	FRIED RICE, CURD, SALAD	MILLET TIKKI, TEA	CHILLI CHICKEN/ KOFTA, MASOOR DAAL, RICE, CHAPPATI

DATA OF STUDENTS:-

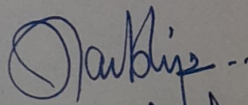
VEG:- 140

NON VEG:- 70

EGG EATERS:- 70

Menu for sick students: The contractor will prepare and serve the diet to sick students as per prescription of medical officer.

SIGNATURE OF REGISTRAR:



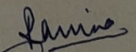
SIGNATURE OF WARDEN



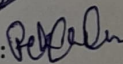
SIGNATURE OF FACULTY MESS INCHARGE:



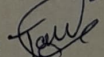
SIGNATURE OF MESS INCHARGE (SNA)



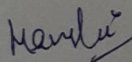
SIGNATURE OF ASST. MESS INCHARGE (SNA):



SIGNATURE OF 4<sup>TH</sup> SEM MESS REP:



SIGNATURE OF 2<sup>ND</sup> SEM MESS REP.:



SIGNATURE OF 1<sup>ST</sup> SEM MESS REP.

