



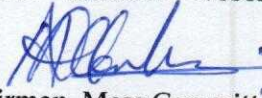
राष्ट्रीय प्रौद्योगिकी संस्थान नागालैंड
NATIONAL INSTITUTE OF TECHNOLOGY NAGALAND
(An Institute of National Importance under MoE, Govt of India)
Chümoukedima, Dimapur
Nagaland - 797103

Expression of Interest for Mess Catering Service at NIT Nagaland

The Mess Committee, NIT Nagaland invites Expression of Interest (EOI) for catering services on fixed cost basis for its Hostels student, faculty members, staff, and guests (for Breakfast, Lunch, Evening Snacks, and Dinner).

Patkai Hostel Mess- Capacity 150 \pm 30 (EOI/NIT-N/MCS/Hostel/2022/09-01/01 Dated: 26-09-2022)

The Mess Committee, NIT Nagaland reserves the right to award and/or reject the contract assigning any reason thereto. The last date for submission of the EOI documents along with supporting documents is October 17, 2022. The Detailed (EOI) tender document can be downloaded from the Institute website www.nitnagaland.ac.in.


Chairman, Mess Committee

Registrar/कुलसचिव
National Institute of Technology,
राष्ट्रीय प्रौद्योगिकी संस्थान
Nagaland/नागालैंड



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NATIONAL INSTITUTE OF TECHNOLOGY NAGALAND
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Chümoukedima, Dimapur
Nagaland - 797103

Expression of Interest No.	: EOI/NIT-N/MCS/Hostel/2022/09-01/01 Date: 26-09-2022
Document Issue Date	: 26-09-2022
Last Date of Submission of EOI	: 17-10-2022, 05.00 P.M.
Bid Opening Date and Time	: 18-10-2022, 12.00 P.M.
Period	: One Year
Processing Fee (for each EOI)	: Rs. 5,000/-
Address for Submission of EOI and Processing fee	: The Chairman, Mess Committee National Institute of Technology Nagaland Chümoukedima, Dimapur-797103

National Institute of Technology Nagaland

Invites

Expression of Interest

for

Hostel Mess Catering Service

Last Date of Submission: 17th October 2022 (05:00 PM)

Expression of Interest:

National Institute of Technology (NIT) Nagaland is one of the public Institute established by MoE under the NIT Act 2007 to impart technical education and to promote research activities. NIT Nagaland invites **Expression of Interest (EOI)** for catering services on **fixed cost basis** for its Hostels student, faculty members, staff, and guests (for Breakfast, Lunch, Evening Snacks, and Dinner). The Patkai mess facility is within institution premises with a hostel mess of capacity 150 ± 30 . The Mess Committee reserves the right to award or reject the contract without any reason/prior information. The Detailed Expression of Interest document can be downloaded from the Institute website www.nitnagaland.ac.in.

Patkai Hostel Mess of Capacity 150 ± 30 (EOI/NIT-N/MCS/Hostel/2022/09-01/01 Dated: 26-09-2022)

The bidders shall be required to deposit a processing fee of an amount Rs. 5,000/- (Rupees Five Thousand only) for EOI document submission, which is non-refundable by way of Demand Draft only. The Demand Draft shall be drawn in favour of "IRG, NIT Nagaland" payable at Chümoukedima, Dimapur. The original Demand Drafts for processing fee shall be submitted in a sealed envelope bearing the following reference on the top left corner **EOI No.**, latest by 17th October 2022 at 05.00 P.M.

The duly filled forms with supporting scanned documents must be send to

**The Chairman, Mess Committee
National Institute of Technology Nagaland,
Chümoukedima, Dimapur, Nagaland - 797103**

By hard copy to NIT Nagaland by 5.00 PM on or before 17th October 2022. The bidding agency/company/cooperative must have good experience of running hostel mess of approximately 100 to 200 students or proven capability of providing similar services in the past for at least two years.

As part of the application, an interested caterer should submit the following items via hard copy on the address given above:

Sealed Quotations under two bid system (1. Technical, 2. Financial) are invited through Hard copy for "Expression of Interest for Mess Catering Service at NIT Nagaland - Patkai Hostel Mess.". The Expression of Interest details along with terms and conditions may be downloaded from the Institute website www.nitnagaland.ac.in. The bidder shall be required to deposit the non-refundable processing fee of an amount of Rs.000/- (Rupees Five Thousand only), by way of Demand Draft only. The Demand Draft shall be drawn in favor of "IRG, NIT Nagaland" payable at Chümoukedima. The original Demand Drafts for Processing fee along with supporting documents (separate sealed envelope for technical bid and financial bid) shall be submitted in a sealed envelope bearing the following reference on the top left corner "*Patkai Hostel Mess of Capacity 150 ± 30 (EOI/NIT-N/MCS/Hostel/2022/04-09/01 Dated: 26-09-2022)*" and addressed to "The Chairman, Mess Committee, National Institute of Technology Nagaland, Chümoukedima, Nagaland -797103."

1. Technical Information:

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

The contract will be awarded initially for a period of one year to the successful caterer. This period may be extended on satisfactory performance for one or more year after a review each semester. The successful caterer shall be bound to execute an agreement on non-judicial stamp paper of Rs.500/-. Institute reserves the right to reject some or all the applications without assigning any reasons whatsoever.

Also, a document indicating ESCI and EPF Registration and payment to the employees need to be furnished for preceding one year.

Price information of only those parties will be considered who are found suitable and qualifying the eligibility criteria.

2. Price/Financial Information:

(a) It shall contain details of total daily mess rate as per the menu specified below. Also, the break-up of the total daily mess rate for breakfast, lunch, evening snacks, and dinner (inclusive taxes).

(b) It would also contain details of the persons and their numbers to be deployed in the mess for providing services.

General Instructions:

1. Eligibility Criteria:

- (a). The applicant should be in catering business for a minimum period of two years as on 01st January 2023, with the following requirements:

Two similar completed works (preferably one of them should be in Academic Institute) each having not less than 90 persons on its dining strength since the last 12 months.

or

One similar completed work (preferably should be in Academic Institute) having not less than 120 persons on its dining strength since the last 12 months.

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

- (b). The applicant's average annual financial turn-over (gross) in catering services during the last 2 (two) years, duly audited by a Chartered Accountant, should not be less than 6 Lakhs.
- (c). The applicant should not have incurred any loss in more than one year during the last three years ending 01st April 2022.
- (d). The applicant should have on his pay roll enough trained employees for the proper execution of the contract.

2. Scope of Work:

The caterer is expected to provide the following services:

- (a). Cooking and serving meals (breakfast, lunch, evening snacks, and dinner).
- (b). Facilitates procurement of raw material for and on behalf of the institute.
- (c). Managing and control of stocks and inventories.
- (d). Add-on sales (approved by mess committee). Residents may use these addons to get 'extra' items not included in the basic menu outlined below.
- (e). Cleaning of utensils, kitchen and serving items.
- (f). Cleaning of cooking, dinning and auxiliary areas.

- (g). Security of the equipment, utensils and other items in the mess.
- (h). Maintenance of the equipment in the kitchen and dining area.
- (i). Maintenance of books, ledgers, other records, and documents related to running of the mess.
- (j). Deployment and supervision of required manpower for the above-mentioned tasks.

As can be noted from the above, operational services shall not include preparation of menu and any policy matter related to running the mess. All such decision will be the direct responsibility of the relevant executives of the Mess Committee.

Accounting and Payment:

- (a). The bills for a given month will be submitted by the caterer/caterers to the office at the beginning of the next month. The office normally clears the bills within 7-14 days of their submission. The rates for all the items for which the bills are raised, must have been prior approved by the competent authority.
- (b). The rates so fixed are inclusive of all taxes, duties, and levies etc. imposed by the state/central government and local bodies as on the dates of award of the work. However, if any new tax, duty, or levy is imposed or enhanced by the government of India/local bodies (State government) subsequent to the award of work, the same shall be reimbursed on production of proof of payment.
- (c). The caterer shall be accountable for on-the-spot sales of add-ons and its accounting.
- (d). The price rates shall be in force for the entire period of contract and shall not be revised under any circumstances, except in case of wage revision according to the minimum wages act. In case of any extension granted on expiry of one year contract, a revision of price rates may be specifically requested by the caterer.

Important Notes:

1. The Mess Committee reserves the right to:

- (a). Amend the scope and value of the contract.
- (b). Amend the rate of the contract.
- (c). Award the contract of the mess to any empaneled agencies.

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

Menu Details:

Day	Breakfast	Lunch	Snacks	Dinner
Monday	Bread + Butter + Jam + Tea + Banana	Plain Masoor Dal+ Aloo bhujia+ Roti+ Rice + Pickles + Papad	Tea + Biscuit	Egg Curry / Mix Veg Curry + Roti + Plain Dal + Rice
Tuesday	Idli + Sambhar + Badam Chutney + Tea	Rice + Sambhar + Rajma + Roti + Pickles + Salad (normal chopped)	Tea + Sandwich	Roti + Chhole + Tadka Dal + Rice
Wednesday	Poha + Banana + Tea	Rice + Chana Dal + Green Peas curry + roti + Papad (2-3)	Tea + Samosa	Chicken curry / Paneer Curry + Plain Dal + Rice + Roti
Thursday	Tea + Aloo / Onion Paratha + Curd	Rice + Sambhar + Chole + Roti + Salad + Papad (2-3)	Tea + Bread Pakora	Seasonal Veg + Roti + Rice + Dal
Friday	Bread + Butter + Jam + Fruits	Rice + arhar Dal + Rajma + Roti + Pickles + Salad	Tea + Biscuit	Fish Curry / Paneer Curry + Roti + Dal + Rice
Saturday	Vada + Sambhar + Chutney + Tea	Rice + Plain Masoor Dal + Roti + Chhole + Salad	Tea + Bhujia	Egg Bhurji + Seasonal Veg + Plain Dal + Rice + Roti
Sunday	Pav Bhaji + Tea	Rice + Chana Dal + Roti + Mix Veg + Ring Papad	Tea + Samosa	Chicken Curry / Paneer Curry + Dal + Roti + Rice

Mandatory Items:

Milk, Butter, Pickle, Jam, Bread, Rusk, Coffee Bags, Tea Bags.

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

Atta (Flour)	Aashirwad, Annapurna, Nature Fresh, Shakti Bhog, Ginni or equivalent approved by mess committee
Oil	Refined Mustard oil/ Refined sunflower oil/ Refined groundnut oil of Dhara, Sundrop, Fortune, Saffola and fortune, shall only used Sundrop, Saffola, Fortune, Dhara, (use of Hydrogenated (vanaspati) oil is prohibited), Engine Oil (Mustard). Re-use of oil is strictly prohibited.
Ghee	Patanjali Cow Desi Ghee, Amul, Mother Dairy
Rice	Ashirwad, India Gate, Himlayan Crown, Rajdhani or Basmati of branded company approved by mess committee
Spices	MDH, BMC, Everest, Catch Badshah Machal
Tomato Sauce	Maggi, Kissan , Heinz (To be served strictly in pouches/sachets) Nestle Druk
Pickle	MTR, Priya, Mother's Recipe, Nilon's, Tops (To be served strictly in pouches/sachets)
Salt	Tata, Annapurna, Nirma, Captain cook Nature fresh
Milk	Dimul, Amul, Approved by Mess Committee with water content not exceeding the specified limit.
Butter	Amul, Nutrilite, Mother Dairy pasteurized (Not Amul Delicious)
Jam	Maggi, Kissan, Heinz / Tops
Ketchup	Kissan, Tops, or Cremica
Namkeen	Haldiram, Kurkure, Navratan, Bikaner, Parle (To be served strictly in pouches/sachets)
Biscuits	Parle, Britannia, Sunfeast, Priyagold
Bread	Bonn, Britannia or equivalent brand available in the market
Tea Leaves	Tata gold, Taj Mahal, Brook Bond Tea Brooke Bond, Lipton, Tata, Taaza, Taj Mahal, Amalgamated Plantations, Korangani
Instant Noodles	Nestle, Top Ramen, Knorr, Nissin
Paneer	Amul, Mother Dairy, Purabi
Soya	Nutrella
Coffee	Nescafe, Bru, Tata Café
Washing material	Utensil cleaning material or Detergent.

Brand of any other item required or any of the above items, in case of nonavailability of above brands, will be mutually decided by the Mess Committee and the caterer and approved by the competent authority.

Specification of quantities:**Breakfast:**

Bread: 6 Slices

Milk: 200 ml (along with coffee powder or tea bag & sugar)

Butter: 20 g, Jam: 20 g

Sprouted beans: Unlimited

Main item(s): Unlimited

Lunch:

Rice: Unlimited

Chappathi/Paratha/Bhature, etc.: Unlimited

Salad: Unlimited

Main items: Unlimited

Paneer in dish: 110 g

Eggs in dish: 2 nos.

Snacks:

Tea/Coffee/Milk/Shake: 200 ml

Samosa/Vada (varieties)/Cutlet: 2 pieces (of approx. 20 g each)

Chat papri/Veg. pakora/Finger Chips: 30 g

Chatni/Ketchup: Unlimited

Dinner:

Rice (varieties): Unlimited

Chappathi/Paratha/Puri, etc.: Unlimited

Salad: Unlimited

Main items: Unlimited

Paneer in dish: 110 g

Eggs in dish: 2 nos.

Non-veg. in dish: 110 g

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

Note on the Menu:

1. The caterer will be required to provide khichri and Milk (about 200 ml) or any other suitable item for sick residents in lieu of the regular meals.
2. For residents observing fasts, the caterer will provide the substitute items in lieu of the regular meal after a minimum number of twenty (20) residents ask for the substitute meal.
3. The caterer will not serve any item whose rates have not been approved by the competent authority beforehand.
4. Non-Veg should be served as per the menu irrespective of festivities like Navratras etc.
5. Halal food should be served by the caterer with appropriate food certificate in lieu of the regular meals after a minimum number of twenty (20) resident ask for the substitute meal.
6. Institute will provide the utensils for cooking as well as serving food, including plates, tumblers, spoons etc.
7. All equipment brought by the caterer into the hostel premises must be registered with the caretaker.
8. The caterer will be responsible for cleaning of the kitchen and the dining area, including the wash basins and the dustbins for maintaining proper hygiene and sanitation.
9. The caterer will also provide soap cake/liquid soap for the wash basins in the catering area.
10. On some notified days, such as Independence Day, Republic Day, Ambedkar Jayanti, Convocation, etc. the caterer should serve a special menu (suggested and approved by competent authority). The cost per meal will be decided upon the mutual understanding between the competent authority and the caterer.

Tentative Timings:

The following timings will be followed:

Breakfast:	7.30 am to 9.00 AM on weekdays (Mon to Fri).
	8.00 am to 9.30 AM (Sat, Sun and Institute Holidays).
Lunch:	12.00 pm to 2.00 PM
Evening Tea:	5.00 PM to 6.00 PM
Dinner:	7.00 pm to 9.00 PM

At NIT Nagaland, there are two semesters: January – June (Even) and August-December (Odd). During the Even and odd semesters, both graduate and undergraduate students reside in campus. In between the two semesters, there are vacation periods, where mostly graduate students reside in campus. At present institute has close to 800 undergraduate and 150 graduate students.

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

Annexure-I

Application Form for Technical Information

(A scanned copy of the form and supporting documents should be sent in hardcopy before the deadline)

1. Name of the Registered Company/ Cooperative/ Agency:
2. Address of the Registered Office:
3.
 - (a). Registration Number and date of registration of company/ cooperative/ agency:
 - (b). Shops and Establishment Act registration No.
 - (c). EPF Registration No. and date:
 - (d). ESI Registration No. and date:
4. PAN Number:
5. Type of Organization (whether proprietorship, Partnership, Private Ltd. Company, or Co-operative body etc. In case the applicant is a non-individual, Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case may be enclosed):
6. Name of the Proprietor, Partners/ Directors of the applicant with addresses and phone numbers:
7. Income tax return filed for financial years 2019-20, 2020-21, and 2021-22 (Yes/ No) (scanned copies to be enclosed) .
- Service tax, Sales tax/ VAT Registration Number (scanned copy of certificates to be enclosed).
8. Whether police verification certificate of all the staff presently engaged by you kept on record with you:
Yes / No
9. Enclose performance certificates for catering from previous clients between the years 2020- 2022 separately.

10. Yearly turnover (enclose copy of audited balance sheet) Financial Year 2019-20, 2020-21, and 2021-22.

11. Years of relevant experience:

12. List of similar completed works executed during the last 24 months (see the eligibility criteria):

S.No.			
Location of the work			
Name of organization			
Contract amount (Rs.) or No. of persons with period			
Contract Period			
Name & Contact No. of the client			

13. ECIS and EPF payment information to the employees for the last one year

Signature of applicant with seal

Notes:

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

Application Form for Price Information

(A scanned copy of the form and supporting documents should be sent hard copy)

1. Total daily mess rate (as per the menu given above): _____

a. Breakfast INR _____

b. Lunch INR _____

c. Evening snacks INR _____

d. Dinner INR _____

2. Total number of people deployed in the mess and their respective roles

3.

General Terms & Conditions for The Award of Contract

- 1 Initially the license will be given for one year. The Mess Committee will judge the performance of the establishment after each semester. After reviewing the performance, the License may be considered for renewal for a period as deemed suitable by the mess committee.
- 2 If at any stage the involvement of the caterer in any uncalled-for activity is found, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the license is liable to be terminated by the competent authority by giving one month's notice to the caterer. In case caterer wants to terminate the contract, he/ she shall have to give a minimum of three months' notice to the Institute.
- 3 The caterer / his servant(s)/ his nominee will not be permitted to stay overnight in the hostel premises.
- 4 The premises of the mess will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the competent authority.
- 5 The caterer will not be permitted to franchise the Hostel Mess for any other commercial activity outside the scope of student hostel.
- 6 No person with any offensive police record shall be employed to work in the Hostel/Institute Mess.
- 7 Safety measures are to be provided by the Caterer himself/ themselves.
- 8 Any change like timing of operation, rate of items and any additional item to be included will require the permission of the competent authority.
- 9 The caterer will ensure and comply with the provisions of various municipal and other Rules/ Regulations/ Laws of the Government in respect of wages and other benefits to his employees.
- 10 NIT Nagaland is free to impose additional conditions wherever and whenever necessary, and the caterer will obey such additional conditions.
- 11 The Institute shall not be caterer in case any dispute takes place between the caterer and his employees.
- 12 Legal disputes, if any, shall be subject to the jurisdiction of Dimapur Courts only.

National Institute of Technology Nagaland

Specific Terms and Conditions

Mode of Operation:

- 1 The caterer would provide breakfast, lunch, evening tea with snacks and dinner. Each of these will have certain items mandatory for the caterer to provide as a part of the basic menu. Besides these, certain other items (add-ons) will be available on extra messing. The mandatory items are listed in the detailed menu attached above.
- 2 If a resident has not signed up for a given meal, he can take the meal on payment basis, if so desired.

- 3 Rebate for maximum 20 days in a semester on account of whole meal or part thereof i.e. breakfast, lunch, evening snacks, and dinner will be available to the students only if the concerned student informs the caterer through the Hostel Caretaker minimum 02 days in advance.
- 4 For add-on items, the number of residents interested in the add-ons will be identified per semester. Only if the number of residents interested in the items is more than 20, the same will be made available by the caterer.
- 5 In the breakfast, certain items identified in the list of add-ons may be provided in lieu of the regular menu of bread etc. Such items will be identified a priori after due consultation between Mess Committee and the caterer.
- 6 One supervisor will always be present during breakfast, lunch, evening snacks, and dinner. It is desirable that the same supervisor continues at least for one semester, in case of any change, the competent authority should be informed.
- 7 Caterer need to provide breakfast, lunch, evening snacks, and dinner to Institute guests as and when required and Institute will settle the bills.
- 8 For each of the meals or extra items, it will be mandatory for the caterer to serve the items of a fixed weight/size at price decided prior and approved by competent authority.
- 9 All items will be cooked in the kitchen of the hostel. No cooked item, except some snacks identified beforehand, will be brought from outside.
- 10 On special occasions, the menu will be identified by the Mess Committee and the rates for the same will be approved by the competent authority BEFORE the actual event. The payment for the special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal.

Employees:

- 1 The caterer will have to register all his employees who will be working in the mess along with a copy of their photographs, residential details for clearance by the NIT Security.
- 2 The caterer will have to ensure that the employees are in clean and proper uniform, maintain personal hygiene, and maintain discipline in the campus.
- 3 No person below 18 years of age will be employed by the caterer.
- 4 No employee is permitted to stay overnight in the campus.
- 5 No space is provided to the employees during the daytime. If such a facility is provided, the caterer will pay for the facility. The rate will be decided by the competent authority and mutually agreed by the caterer.

- 6 All the employees along with caterer will go for compulsory deworming after each semester under the supervision of NIT Nagaland officials/staffs in each semester.
- 7 In case the caterer does not follow points 1 – 6, then suitable penalty may be imposed as deemed necessary by the competent authority.

Selection of Caterer

- 1 All the Technical Bidder will be scrutinized, by the Mess committee to check all relevant documents for their authenticity and the Bidder whose Technical Bids are accepted will be informed about the date and time for visit of Mess Committee at their currently running sites.
- 2 Technically qualified bidder will be called by mess authority to prepare food in NIT Mess facility for a meal/full day meal based on availability of slot and time to judge the performance/check the food preparation method, etc.
- 3 An interaction session between caterer and committee members will also be conducted to judge the performance.
- 4 Work order will not merely be award on the basis of L₁. The firm, whom the mess committee find best to run the mess after evaluation based on the criterion fixed by the mess committee including evaluation of their currently running sites, satisfactory performance certificate from current running site, students' evaluation, will be awarded the work order.
- 5 The decision to award the Mess contract will be taken on the basis of quality and quantity with feasibility.
- 6 No Bidder will be allowed to withdraw after submission of the Bidders within the bid validity period, otherwise the EMD submitted by the Bidder firm would stand forfeited.
- 7 In case the successful Bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
- 8 A formal contract between Caterer & Mess Committee, NIT Nagaland shall be entered into with the successful Bidder. In this contract, the successful Bidder shall be defined as caterer.
- 9 Successful technical bid qualifiers will have to deposit of Rs. 2,00,000.00 (Rupees Two Lakhs only) by way of Bank Guarantee of scheduled bank for each shortlisted work in favour of Director, NIT Nagaland payable at Chümoukedima/Dimapur valid for 60 days beyond the expiry period of contract.
- 10 The successful Bidder will have to deposit the Bank Guarantee or FDR and commence the work within 7 days of acceptance of Bidder otherwise the contract may be cancelled, and EMD/Performance bank guarantee will be forfeited.

Agreement on Non-Judicial Stamp Paper of Rupees 500/- Agreement

This agreement made on this _____ day of _____ between National Institute of Technology Nagaland, Dimapur, Nagaland, through the Registrar/Executive Warden, NIT Nagaland, (hereinafter called NIT Nagaland of the one part and _____ resident of _____ proprietor, (hereinafter called the 'Caterer') on the other part.

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

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

professional, civil, sober and honest in their dealings with the hostel residents and staff and any other users of their services and

(b) That the caterer shall only employ in his service such persons whose antecedents have been verified by the police and who have also been medically examined at the caterer's own cost and to the satisfaction of the competent authority. The caterer shall be required to give an undertaking to the competent authority to this effect.

- 8 The caterer shall not make any additions/alterations in the premises provided by NIT Nagaland, for use as kitchen and allied purposes to the caterer during the currency of this agreement and/or otherwise.
- 9 The caterer undertakes to keep the premises, kitchen, dining room and other area connected therewith neat, clean and tidy at all times and in accordance with the health/hygienic bye-laws.
- 10 That all the workers providing the services under this Agreement shall be employees of the caterer, and NIT Nagaland shall not have an employer-employee relationship with the employees of the caterer. The caterer undertakes to keep NIT Nagaland harmless and indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the caterer and NIT Nagaland is purely contractual and NIT Nagaland is not responsible and/liable for the employees and for staff of the caterer.
- 11 Notwithstanding anything contained in the clauses above if any employee and/ staff member of the caterer in the opinion of NIT Nagaland, is not rendering proper service or is otherwise guilty of any misdemeanor or is found otherwise undesirable, the caterer shall forthwith remove that person from NIT Nagaland Campus, with immediate effect and replace him suitably.
- 12 That the caterer shall have no right or interest in the premises allotted for kitchen, dining hall and other allied purposes and he shall have no right or interest to remain in possession thereof at the end of this Agreement or on the termination thereof at any time.
- 13 That service hours in the Hostel Mess shall be as given above provided that the timings may be modified by the competent authority if and when considered necessary.
- 14 All the residents in the Hostel shall take their breakfast and meals in the mess and the caterer shall not be authorized to serve the meals in the rooms of the Hostel except with the written permission of the competent authority.
- 15 The caterer shall obtain instructions from competent authority along with the type of menu that may be served in the official lunches/dinners/tea parties to the participants of training courses.
- 16 The caterer shall display the approved menu prominently in the dining hall.
- 17 The caterer shall be provided by NIT Nagaland with necessary area/premises i.e. one dining hall, one kitchen and requisite furniture and/or gadgets and he shall be responsible for the proper maintenance of both, the premises as well as the furniture and other gadgets provided by NIT Nagaland. The

responsibility for proper maintenance and safety/security of all fitting and fixtures will be of the caterer.

- 18 The caterer shall make available all other implements for running the mess, things like crockery, cutlery, tables, linen, flower vases, livery etc. for the hostel mess staff etc. and these shall be according to the standard prescribed by the authority of the institute.
- 19 The caterer shall be required to use LPG gas only for cooking purposes. He is also required to provide tandoor for roti/parantha. All the expenses for LPG gas will be borne by the caterer. The LPG Gas must be procured by the caterer.
- 20 The Caterer shall pay a sum of Rs. Rs. 2,00,000.00 (Rupees Two Lakhs only) as Security Deposit in terms of fixed deposit/BG, which shall be refunded, without any interest thereof, at the end of the contract after adjusting the amount of any damage caused to NIT Nagaland by any omission or discrepancy on the part of the Caterer or his employee.
- 21 NIT Nagaland will have the right to review the working of this agreement from time to time and if at any time it is found that the caterer has failed to fulfil any of the conditions of this agreement or that his working is unsatisfactory, NIT Nagaland, may curtail the agreed period of this agreement and terminate this agreement with a notice period of one month, and make good any losses suffered by NIT Nagaland out of the security deposit made by the Caterer.
- 22 That the caterer shall maintain a suggestion book for recording of suggestions for improvement by the residents and the staff. Such suggestions, after having the approval of Mess Committee, should be forthwith acted upon by the caterer. The suggestion and complaint book should be kept open for the inspection of the residents and the competent authority or his nominee.
- 23 The Caterer shall keep and maintain a register at the entrance of the dining hall wherein all hostellers will sign before taking meals.
- 24 There could be some separate courses or workshops (organized by the NIT Nagaland) in which external participants will participate. If required, the institute may ask to provide them messing facilities. In such a case the caterer shall submit the bill to NIT Nagaland for the food served to the participants of the course soon after the course is over on the basis of menu/rates approved. The payment to the caterer shall be made through cheque/NEFT/RTGS after making necessary deductions i.e. TDS etc.

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

Chairman Mess Committee, NIT Nagaland

Caterer

WITNESS: 1. _____

2. _____