

**e-Tender for CATERING  
SERVICES AT  
RESTAURANTS & FOOD  
KIOSKS**

**IN  
PUSHPA GUJRAL SCIENCE CITY  
KAPURTHALA (PUNJAB)**

***Pushpa Gujral Science City***

**Jalandhar – Kapurthala Road, Kapurthala, Punjab  
Telephone: 01822-501963 / 64**

**PUSHPA GUJRAL SCIENCE CITY  
JALANDHAR-KAPURTHALA ROAD, KAPURTHALA**

**TABLE OF CONTENTS**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Page</b>
1.	Introduction	3
2.	Tender Notice	4-5
3	Average Visitors	6
4.	General Information	7
5.	Instructions for Online Bid Submission	8-10
6.	General Instructions	11
7.	SCOPE OF WORK, TERMS & CONDITIONS	12-26
8.	Financial bid	27
9.	Technical Qualification Criteria (Check List)	28
10.	Suggested food items for Restaurant and Food Kiosk	29-30
11.	Agreement	31-46
12.	Performance Security (Bank Guarantee)	47

# **INTRODUCTION**

## **Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala**

Pushpa Gujral Science City offers a blend of education, curiosity and fun to ensure longer and repeated visits. The project is aimed at cultivating an interest in science through open-ended exploration away from text books and black boards, with a scientific approach to problem solving. The project has something for everyone, regardless of age, education, profession or social strata and is intended to make science accessible to people who are not part of the formal education system. It is a joint project of the Government of India and Government of Punjab.

Its various facilities include Galleries on Evolution, a Dinosaur park on the island, Renewable Energy Park, Climate Change Theatre, Earthquake Simulator and Flight Simulator, Amazing Living Machine, Gallery on Health, Biotechnology & HIV, Outer Space Gallery, Virtual Reality & Cyber Space Gallery and Galleries on Fun Science, Railways, Defence, etc., as well as, Planetarium, Large Format Film Theatre (I-Max), 3D and Laser Shows, Herbal & Cactus Garden, etc. These offer information on cross cutting and inter-curricular issues and help to explain scientific concepts and their relevance to society. An Innovation Hub at Science City motivates students for 'out-of-box' thinking, which could contribute towards societal development. More information about these facilities is available at website [www.pgsciencecity.org](http://www.pgsciencecity.org).

PGSC has received more than 51 lakh visitors since its opening in 2005 with average of 3.30 lakh visitors (both general public and children).

**Notice Inviting Tenders / bids for for contract for catering services**

Online tenders are invited from reputed Caterers / Vendors / Contractors / Hoteliers for providing food services through restaurants and Kiosks on lease basis at Science City. The other significant details of tender notice are given below:

1	Description of Scope of Work	A high standard of catering shall be maintained for all items with due regard to quality and purity of food stuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services. All the materials used in preparation for food item should be of standard brands. All food items wherever possible should be ISI certified and branded.
2	Lease Period	3 years
3	Date for Pre-Bid Meeting	10.02.2023 (1100 Hours)
4	Place for Pre-Bid Meeting	Committee Room, Administrative Block, Pushpa Gujral Science City (PGSC), Jalandhar-Kapurthala Road, Kapurthala.
5	Tender Fee	Rs. 1000/- (One Thousand only)
6	Earnest Money Deposit	Rs. 1,00,000/- (Rs. One lakh only)
7	Security Deposit Payable	Rs.3,00,000/- (Rupees Three Lakh only)
8	Validity of Tender	4 (Four) Months from the last date of submission of Tender
9	Date & Time of Closure of Tender	22.02.2023 Upto 03:00 PM
10	Date & Time of Opening of Tender (Technical Bid)	24.02.2023 at 11:00 AM
11	Date & Time of Opening of Tender (Financial Bid)	Financial Bids of technically qualified bidders will be opened on the date of opening of Technical Bid. In case of any change in the date & time, the same will be intimated Separately.
12	Place of Opening of Tender	Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala-144601
13	Contact Person at PGSC	Dr. Munish Soin, Manager Estate Tel: 01822-501961- 65

- Tenderers are advised to read the Tender Document carefully. Submission of on-line tender shall be deemed to have been done after careful examination of the tender document and after understanding its full implications. **Tenders will be processed through e-Tendering only.**
- Tender Document can only be downloaded from portal site:

<https://eproc.punjab.gov.in>

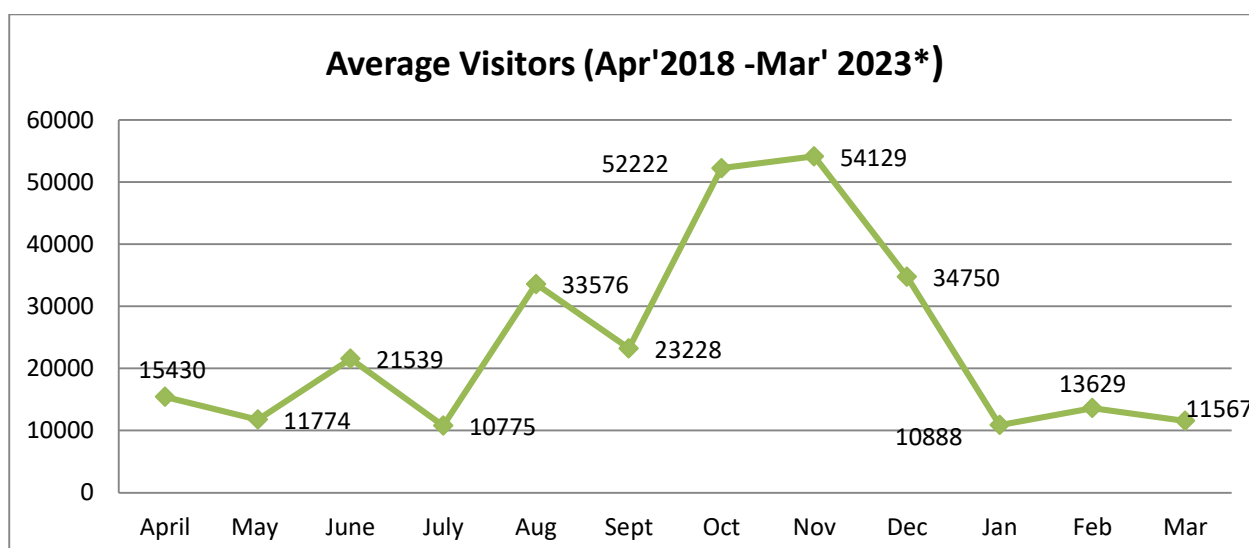
- PGSC reserves the right to accept or reject any application and to annul the process at anytime, without any liability and assigning any reason thereof.
- If any of the above dates is declared holiday, the activity scheduled for that day will take place on the next working day.
- Corrigendum and Addendum, if any will be published online at <https://eproc.punjab.gov.in>

## **Catering Services for RESTAURANT and Food Kiosks**

Tenders are invited from reputed Caterers / Vendors / Contractors / Hoteliers for providing Catering Services at restaurants and running of food Kiosks at Pushpa Gujral Science City (PGSC), Jalandhar-Kapurthala Road, Kapurthala. More than 3.4 Lakh visitors visit the Science City annually. The visitor profile month wise based on average of last 3 financial years (2018-19, 2019-20 & 2022-2023) is as follows:

### **Average Visitors per Month (April 2018-March 2023\*):**

<b>Month</b>	<b>Average Visitors</b>	<b>Month</b>	<b>Average Visitors</b>
April	15,430	October	52,222
May	11,774	November	54,129
June	21,539	December	34,750
July	10,775	January **	10,888
August	33,576	February**	13,629
September	23,228	March**	11,567



\* The data for the FY 2020-21 & 2021-22 is not included for calculating average on account of COVID-19 pandemic.

\*\* The data for 3 months i.e. January, February and March in the FY- 2022-23 is not included.

- Visitors at the Science City spends around 6 to 7 hours and is likely to take at least one meal (lunch) + cold drinks / tea/ coffee + some snack / chips/ ice cream, etc.
- PGSC is open all the 365 days 9.00 AM to 6.30 PM for visitors.
- PGSC also organize special events like conducting various Seminars, Meetings, Flower Shows and Dog Shows during the year.
- Food Coupon worth Rs. 20/- shall be available with all types of tickets of visitors except tickets issued under Govt. sponsored schemes for schools / Institutes.

## **GENERAL INFORMATION**

1. The instructions given herein will be strictly binding on the bidders and deviation, if any will make the tender or tenders liable to be considered invalid. Tenders incorporating additional conditions by the bidder are liable for rejection.
2. Bids shall be submitted online only at <https://eproc.punjab.gov.in>. Manual bids shall not be accepted.
3. The instructions given at **"Instruction for Online Bid Submission"** should be strictly followed during submission of the Bid.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. **Rejection of Bids:** Canvassing by the Bidder(s) in any form, unsolicited letter and post- tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instructions will disqualify the Bid.
6. The Bidders should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the on line e- tender.
7. The Bidders shall fill up the Prescribed Format for submission of **Technical Qualification Criteria as per "Annexure: I"** format duly signed by the authorized signatory. The person signing the tender document should be authorised for submitting the online e-tender.
8. The Financial Bid shall be filled in and signed by the authorized signatory online as per BOQ available at Public Procurement Portal e-tender system website <https://eproc.punjab.gov.in>. Offline Financial Bid shall not be accepted.
9. Tender must be uploaded as **Technical Bid** and **Financial Bid/BOQ**).

# Instructions for Online Bid Submission

The Bidders are required to submit soft copies of their Bids electronically on the E-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the E-Procurement Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the E-Procurement Portal.

More information useful for submitting online Bids on the E-Procurement Portal may be obtained at website or URL: <https://eproc.punjab.gov.in>

## I) REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the E-Procurement Portal (URL: <https://eproc.punjab.gov.in>) by clicking on the link "**Online Bidder Enrolment**" on the E-Procurement Portal.
- 2) As part of the enrolment process, the Bidders will be required to choose a unique **Username and assign a Password** for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the E-Procurement Portal.
- 4) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA (Certified Coding Associates) India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in the site through the secured log-in by entering their user ID / password and the password of the DSC/e-Token.

## II) SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the E-Procurement Portal, to facilitate Bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There could also an option of advanced search for Tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a Tender published on the E-Procurement Portal.
- 2) Once the Bidders have selected the Tenders they are interested in, they may download the required Tender documents /Tender schedules. The Tender can be



moved to the respective 'My Tenders' folder. This would enable the E-Procurement Portal to intimate the Bidders through SMS/e-mail in case there is any Addendum/Corrigendum issued to the Tender document.

- 3) The Bidder should make a note of the unique Tender ID assigned to each Tender in case they want to obtain any clarification / help from the Helpdesk.

### **III) PREPARATION OF BIDS**

- 1) Bidder should take into account any Addendum/Corrigendum published for the Tender document before submitting their Bids.
- 2) Please go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the Bid. Any deviations from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should make ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. Firm's Registration Certificate, Financial Statements, Auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

### **IV) SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for closing date and time for Bid submission so that they can upload the Bid in time. Procuring Entity will not be responsible for any delay whatsoever.
- 2) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the Bidding document.
- 3) Bidder has to select the payment option as "online" to pay the **Bid security** if applicable and enter details of the instrument.
- 4) Bidders are requested to note that they should necessarily submit their financial Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard format with the Tender document, then the same is to be downloaded and to be filled by all the Bidders. Once the details have been completed, the Bidder should save it and submit it online, without

changing the filename. If the Descriptions in the file are found to be modified by the Bidder, the Bid will be rejected.

- 5) The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
- 6) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opening officials' public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid opening officials.
- 7) The uploaded Bid documents become readable only after the opening of the Bids by the authorized Bid opening officials.
- 8) Upon the successful and timely submission of Bid (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- 9) The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

#### **V) ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a Tender or the relevant contact person indicated in the Tender.
- 2) Any queries relating to the process of online Bid submission or queries relating to E-Procurement Portal in general may be directed to the 24x7 E-Procurement Portal Helpdesk (0172-2970263 / 0172-2970284)

# **GENERAL INSTRUCTIONS**

## **Contract for Catering Services at RESTAURANTS and Food Kiosks**

### **1. PRE-BID MEETING**

- 1.1 A pre-bid meeting shall be held for clarifying any issue raised by the prospective bidders. The prospective bidders may send their queries in advance preferably.
- 1.2 Minutes of the pre-bid meeting will be uploaded on the PGSC website and the copy of the same shall be sent to bidders via email who attends the pre-bid meeting.
- 1.3 Decisions taken in the pre-bid meeting shall have overriding effects on the provisions mentioned in scope, term and conditions of the Tender Document.

### **2. SELECTION CRITERIA**

The Financial Bids of only those tenderers will be opened who will be recommended by the Technical Evaluation Committee.

Offers less than the reserve price may be outrightly rejected.

Highest bidding company will be awarded the work.

### **3. OTHER INSTRUCTIONS**

- 3.1 PGSC will process the tender as per PGSC norms & procedures and PGSC would not be under any obligation to give any clarification to the agencies whose bids are rejected.
- 3.2 Tenderers are advised to understand the magnitude of the work and visit Science City and acquaint themselves with the site and location of Restaurants and kiosks during office hours on any working day.
- 3.3 Bidder should take into account any Addendum/Corrigendum published for the Tender document before submitting their Bids.
- 3.4 PGSC reserves the right to reject / cancel any or all or part of the tender of the bidder without assigning any reasons and shall also not be bound to accept highest bidder. The decision of the PGSC shall be final and binding.
- 3.5 Omission, neglect or failure on the part of bidder to obtain requisite reliable and full information or any matter affecting his / her tender, shall not relieve the bidder from any liability in respect of the contract.

## **SCOPE OF WORK, TERMS & CONDITIONS**

1. **Scope of Work:** Catering Services for following:
  - 1.1. **Family Restaurant (Air Conditioned Cafeteria type)**
    - 1.1.1. Seating capacity: 150 persons (approximately)
    - 1.1.2. Location of Restaurant: Gate Complex in the Science City
  - 1.2. **Group Restaurant (Mess type)**
    - 1.2.1. Seating capacity: 275 persons (approximately).
    - 1.2.2. Location of Restaurant: Energy Park in the Science City
  - 1.3. **Food Kiosk**
    - 1.3.1. Kiosks
    - 1.3.2. Location: Gate Complex, Science Voyage Hall and Energy Park
2. **Period of Contract**
  - 2.1 The contract shall be for a period of three (03) years from the date of award of the contract, which shall be indicated in the award letter.
3. **Extension of Contract Period**
  - 3.1 If PGSC finds the work of contractor satisfactory and Contractor also desires to continue operations of food services at Science City then on mutually agreed term and conditions contract can be extended on yearly basis.
  - 3.2 The Security Deposit will be withheld for the extended period and no interest will be payable.
- 4 **Reserve Lease Amount:**
  - 4.1 The Reserve lease amount for the Restaurants and Food Kiosks: Rs. 28 Lakhs + taxes as applicable (Rupees Twenty Eight Lakhs Only per annum + taxes as applicable).
  - 4.2 The tender may be rejected if the amount quoted is less than the Reserve Lease Amount.
- 5 **Security and Payments**
  - 5.1 **Security**
    - 5.1.1 The Bidders shall deposit EMD of Rs. 1,00,000/- at the time of submission of tender. EMD of the successful bidder will be kept as Security Amount for the duration of the lease period. It will be returned only after the completion of the lease period.
    - 5.1.2 Successful Bidder will deposit additional Rs.3,00,000/- or Bank Guarantee of equivalent amount with PGSC as a part of Security Deposit at the time of award of contract.
    - 5.1.3 No interest will be payable on Security Deposit.
    - 5.1.4 The Security deposit is liable to be forfeited wholly or partially if:

- 5.1.4.1 The standard of quality & quantity of food and services deteriorates during the tenure of contract.
- 5.1.4.2 Persistent Misbehavior of contractor or his employees.
- 5.1.4.3 Any damage is caused to the building, equipment and other things belonging to PGSC.
- 5.1.4.4 The tenderer declines to render services at the item wise and their rates agreed upon, due to escalation of raw material cost or for any other reason.
- 5.1.4.5 Tenderer fails to fulfill any Terms & Conditions of the agreement.
- 5.1.4.6 As per the termination clause.

## 5.2 Payments

5.2.1 The Lease amount will be payable in 4 equal quarterly (3 months) installments at the beginning of each quarter, by 10<sup>th</sup> of the first month of each quarter.

5.2.2 The quarterly installment of the Lease Amount has to be paid as per the schedule failing which the contractor shall be liable to pay an interest of 12% per annum of the Lease amount value of the relevant period.

**5.2.3 At the end of every year, Lease Amount will be increased by 5% of the last lease amount.**

5.2.4 Electricity bill to be totally paid by the contractor. A separate sub meter shall be installed in the restaurants and the kiosks. The rate of electricity shall be the same, which PGSC will pay to Punjab State Power Corporation Ltd. (PSPCL).

5.2.5 Water Charges of Rs 1000/- per month to be paid to PGSC.

5.2.6 Mode / Schedule of Payments will be as follows:

	Item	Amount	Time for Deposit of Money
A	EMD	Rs 1,00,000/-	At the time of online submission of Tender Document, which will be retained as part of Security Deposit in case of successful bidder.
B	Security Deposit	Rs. 3,00,000/-	Successful Bidder will deposit additional amount of Rs. 3,00,000/- or Bank Guarantee of equivalent amount on award of contract.
C	Lease Money	Each Installment equivalent to 3 months quoted Lease Money	1 <sup>st</sup> Installment to be paid before the commencement of the Lease Period.  Balance installments by 10th of the first month of each quarter.

			At the end of four quarters (one year), lease amount will be increased by 5% of the last lease amount.
D	Water Charges	Rs. 1000/-	At the beginning of each month before 10 <sup>th</sup> day of first English calendar month
E	Electricity Charges	As per PSPCL Charges on Sub Meter Reading	At the end of each month, to be payable by 10 <sup>th</sup> day of next English calendar month

## 6. CONTRACTORS RESPONSIBILITIES

### 6.1 Contractor to follow and comply with Requirements / MRP Acts / Rules / Notifications by Government and Guidelines provided by Food Safety and Standards Authority of India (FSSAI)

- 6.1.1 Contractor will get all the required Leases and Registrations done for operating the restaurant / Kiosks as per requirements of Central/State Government Departments/any Statutory Authority, as applicable.
- 6.1.2 Display of License / Notice / Certificate prominently.
- 6.1.3 Strictly follow Guidelines for food Safety (Medium to Small Eating Establishments), provided by FSSAI.
- 6.1.4 Comply with rules and notifications of Ministry of Labour, Government of Punjab.
- 6.1.5 Indemnity to PGSC against any such violation of rules / requirements / food adulterations / poisoning etc found by authorized Agencies during inspections or otherwise or any issue due to food such as procurement, storage, preparation, cooking, serving, consuming, billing etc.
- 6.1.6 The contractor will not sell any item in plastic cover, wrappers etc. because the Science City is completely plastic free zone. PPCB vide notification no. G.S.R.571 (E) dated 12.08.2021 of Ministry of Environment, Forest & Climate Change has prohibited Single use plastic items w.e.f. 01.07.2022. Accordingly, the contractor will strictly follow the guidelines regarding use of SUP items as specified in the said notification. The contractor will also follow all guidelines of FSSAI while providing services at the PGSC.

### 6.2 Establishment of Restaurants

- 6.2.1 Commission and make functional (at least partially) the restaurant within 15 days of award of contract. Full functionality will be achieved within 3 months or within the period extended, if required with approval of PGSC.
- 6.2.2 Ambience: high standards of cleanliness, presentation and service.
- 6.2.3 Family Restaurant: Ambience and furniture should be as for cafeteria (family Restaurant) for the capacity of 150 persons. The option of allowing the successful bidder to open restaurant to outsiders (other

than Science City visitors) would be provided through separate entry and exit ensuring that the entry to Science City facilities is segregated.

6.2.4 Group Restaurant:

Furniture should be as for group dining area (majority would be students) for the capacity of 275 persons.

6.2.5 PGSC is having hotline service of electricity. However if there is any breakdown or electricity cut in non-working hours, Contractor has to arrange its own backup through stand by generator.

6.2.6 Kitchen

6.2.6.1 Kitchen Equipment such as Cooking Equipment / preparation and storage equipment. Bidders who have automatic hand free cooking facility will be given preference.

6.2.6.2 Gas Cylinders

6.2.6.3 Sufficient Service ware and Crockery & Cutlery to cater. Crockery shall be as per approval of the PGSC.

6.2.6.4 Waste Disposal

6.2.6.5 Cleaning & Sanitizing

6.2.6.6 Pest Control

### 6.3. Restaurant Menu

6.3.1. The menu for thali / buffet / special items for breakfast, lunch and dinner with quantities and quality as mutually decided by contractor and PGSC.

6.3.2. Combo ticket including PGSC ticket and Food Coupon worth Rs. 20/- shall be available with all types of tickets except tickets issued under Govt. sponsored scheme for Institutes / Institutions.

6.3.3 List of suggested Food items to be available in the restaurants will be as per **Annexure: II**

6.3.4. *The Contractor shall prepare the food as per Menu.*

6.3.5. A high standard of catering shall be maintained for all items with due regard to quality and purity of food stuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services. All the materials used in preparation for food items should be of standard brands. All food items wherever possible should be ISI certified and branded.

### 6.4 Catering for Special Events

6.4.1. Contractor will arrange for catering for workshops / Conferences/ meetings/ programs hosted by outsiders in convention hall / within the premises of Science City whenever asked by PGSC as per agreed rates. However, PGSC is free to hire outside catering services if required on special occasions.

- 6.4.2. The caterer shall provide special breakfast / lunch / dinner / high tea in buffet style whenever required in the restaurant or in the lawn or any other place as indicated by PGSC in the Science City premises. The menu for the same shall be prepared in consultation with the PGSC. Apart from the items indicated in the menu, the caterer has to supply on demand additional items for special lunch /dinner or snacks at the rates mutually agreed.
- 6.4.3. The caterer would have to provide additional manpower for special events as required and the Caterer would also have to provide substitutes, if their regular staff proceeds on leave, etc.
- 6.4.4** The caterer is required to arrange additional crockery/ cutlery material, etc. at his own cost as required for the special events/VIP Room of the PGSC, in consultation with the institute officials.

## **6.5 Establishment of Food Kiosks**

- 6.5.1 Kiosks
- 6.5.2 Tentative Locations: Gate Complex, Science Voyage Hall and Energy Park
- 6.5.3 To be made partially operational within 15 days of award of contract.
- 6.5.4 Seating Capacity: If required, to be made operational within 15 days of award of contract.
- 6.5.5 Service: Self / Take away items
- 6.5.6 Food type: Vegetarian
- 6.5.7 Kitchen equipment: Storing (Freezer etc.), Heating (Microwave Oven etc.), Mixers, Vending Machines, Juicers etc.
- 6.5.8 Contractor may preferably install Plastic Bottle Crushing Machine and Bio-decomposer.
- 6.5.9 Display Racks
- 6.5.10 Crockery and cutlery
- 6.5.11 All the cooking has to be done in the kitchen provided at the restaurant and not in the kiosk. Only reheating can be done with electric gadgets.
- 6.5.12 Dustbins of appropriate size will be placed inside and outside the restaurants & near the Kiosks by the contractor and emptied at regular interval by the contractor's staff.
- 6.5.13 Waste disposal
- 6.5.14 Pest control
- 6.5.15 Hygiene and Sanitization
- 6.5.16 Contractor cooking staff will wear aprons and service staff will wear gloves.
- 6.5.17 All utensils after cleaning will be dipped through Potassium Permagnate water for disinfection.



- 6.5.18 Maintenance of Kiosks
- 6.5.19 PGSC is having hotline service of electricity. However, if there is any breakdown or electricity cut in non-working hours, Contractor has to arrange its own backup through stand by generator.
- 6.5.20 The number of kiosks can be decreased or increased as per requirement after mutual decision by PGSC management / contractor. For additional kiosks, lease amount for these kiosks will be subsequently mutually decided by PGSC and contractor.
- 6.5.21 PGSC will retain the right to open / award new fixed or movable kiosks / restaurant to other suitable agencies, if required at cost, terms and conditions which may vary from the present contract and the contractor will have no right to object.
- 6.5.22 PGSC reserves the right to hire services of other food vendors for exhibitions/workshops/events on temporary basis.

## 6.6 **Food Kiosk Items**

- 6.6.1 List of suggested items is enclosed at *Annexure: III*
- 6.6.2 These are suggested items and can be added / subtracted depending upon the demand.

## 6.7 **Menu Rates**

- 6.7.1 Rates of Non-MRP items for thalis / buffet or any other specific food item will be fixed for the lease period with mutual consent of PGSC and Contractor. The same shall be considered and decided by the 4 member Committee headed by the Director, PGSC or any other person authorized by the Director General, PGSC. The food items can be added and / or deleted with the permission of PGSC.
- 6.7.2 No MRP item to be sold more than the MRP in any case.
- 6.7.3 If any increase in the rates of food items is desired by the contractor, the same shall be considered and decided by the 4 member Committee headed by the Director, PGSC or any other person authorized by the Director General, PGSC. Increase shall only be considered after one year of satisfactory running of the catering services

## 6.8 **Staff**

- 6.8.1 The Contractor would employ optimum number of Manager, Supervisor, Cashier, Cooks, Waiters, Helpers, Sweepers and other staff required for efficient running of the restaurants and Kiosks.
- 6.8.2 The contractor must employ skilled chefs for cooking of various kinds of items viz South Indian, Italian, Continental, Chinese, bakery, etc.
- 6.8.3 There should be minimum response time in attending the visitors.
- 6.8.4 The service should be one of the USPs.
- 6.8.5 In the event of increase in the scope of work (including during rush months), additional manpower would be provided by the caterer.

- 6.8.6 The contractor is required to nominate his representative to interact with the PGSC's official regularly for ensuring the satisfactory and smooth functioning of the services.
- 6.8.7 The catering Supervisor(s) provided by the caterer should be available throughout the production and service period at PGSC and ensure that the staff / guests/VIP's are served by well-trained servers / waiters within the premises of Science City, whenever asked by PGSC.

## **6.9 Hygiene in Establishment**

- 6.9.1 No animals & birds shall be kept or allowed in any room in which food is prepared, served and stored.
- 6.9.2 There shall be no cob-webs in any part of establishment.
- 6.9.3 All openings in floors, walls, ceiling, pipes, cables or conduits shall be properly sealed with fitting collars to prevent rodents and pests.
- 6.9.4 Propagation of rats and invasion infestation by rodents shall be prevented.
- 6.9.5 When Pesticides are being used, care shall be exercised to prevent contamination. Equipments to be washed properly by warm water before use.
- 6.9.6 Pesticide shall not be used when food is being prepared or served.
- 6.9.7 Sinks and tubs for washing food or utensils shall not be used for washing of hands.
- 6.9.8 Spitting, nose cleaning or the use of tobacco in the area where food is prepared, served and stored is prohibited.
- 6.9.9 The drainage system shall function smoothly so as to cause no stagnation at the maximum discharge rate. If required, the contractor will install pulpers in sinks.
- 6.9.10 The contractor shall provide sufficient number of Dust Bins (Green-Bins and Blue-Bins) inside the Restaurants and near the kiosks.

## **6.10 Storage and Handling Equipments**

- 6.10.1 All raw materials and edible articles shall be stored on shelves and not on the ground. All containers and utensils shall be stored at approx. height of 430 mm above the floor in a clean dry place protected from flies, splash dust, over head leakage and other contamination.
- 6.10.2 All containers and utensils shall be kept covered.
- 6.10.3 Drain boards, trays and shelves shall have impervious surface, which is not readily corrodible.
- 6.10.4 Paper cups, plates, straws, cleaning clothes and napkins shall be kept / stored in dry and clean place.
- 6.10.5 Containers of stainless steel shall be used for storage of water for cooking purpose. The containers shall be kept always covered and on a platform.

## **6.11 Hygienic Cooking**

- 6.11.1 Filtered and adequate safe drinking water shall be ensured.

- 6.11.2 Ensure thorough cleaning of Flour doughing machine before doughing.
- 6.11.3 All cooking vessels and utensils shall be cleaned by boiling water or sterilized by steam.
- 6.11.4 Before cooking, raw material like rice etc. shall be visually examined and cleaned for any contamination.
- 6.11.5 Fresh and running water shall only be used for cooking.
- 6.11.6 Cooking foodstuffs shall be always covered with lids.
- 6.11.7 There shall be no contact with clothes of the cook with the cooked food during pouring in trays and or dishes.
- 6.11.8 The vessels containing cooked material shall not be kept on the floor.
- 6.11.9 While cooking all exhaust systems should be on.
- 6.11.10 Only refined edible oil and standard raw material shall be used.
- 6.11.11 In case the contractor wishes to provide solar cooked food, he /she will be allowed to cook the same in designated enclosed area with approval of PGSC.
- 6.11.12 There shall not be any spillage of cooked material/ waste over the shelves, floor, which shall be kept clean all the times.
- 6.11.13 All the trays, thalis / dishes shall be collected near dish washing machine and properly cleaned.
- 6.11.14 Ensure sufficient strength of cleaning powder for efficient cleaning to remove oil and sticky material and thoroughly flush with fresh running water for remnant alkaline removal on the dishes, plates etc.
- 6.11.15 Washed utensils shall be sterilized by steam pressure, if so required.
- 6.11.16 Clean and fresh duster / cloth shall be issued to cooks on daily basis.
- 6.11.17 Authorized PGSC officials will have the right to enter and inspect kitchens and food preparation procedure at any or all times. In addition an Inspection Committee comprising two representatives of PGSC and two representatives from the contractor's side will be constituted to look into the health and hygiene aspects of the restaurant.

## **6.12 Waste Management**

- 6.12.1 Care shall be taken to use minimum amount of water required for cleaning and sterilizing for avoiding the water wastage.
- 6.12.2 The garbage and waste disposal from the kitchen, Restaurants and kiosks shall be the responsibility of the contractor. All the transportation charges regarding waste and garbage disposal shall be borne by the contractor. The contractor will arrange his own staff to clean the dustbin areas around restaurants and kiosks, failing which penalty of Rs. 1000/- per dirty area will be charged.
- 6.12.3 The solid waste shall be collected in drums / collecting Bins to be kept at identified places.
  - 6.12.3.1 Green Bins: - For collection of organic / Bio-degradable wastes or cooked food waste.

- 6.12.3.2 Blue Bins: - For collection of re-cycleable waste.
- 6.12.4 The solid waste collected shall be transported to waste dumping yard land. While transporting the waste from identified place to waste yard, care shall be taken to ensure that waste does not spill over during transit and the containers are properly emptied and cleaned. The transportation charges for the same will be borne by the contractor.
- 6.12.5 The contractor will observe all environmental laws of central Govt. / Punjab state govt. on any other statutory authority for disposing of waste.
- 6.12.6 Collection and disposal of garbage especially produced from the Restaurant/ kiosks like chips wrappers/water bottles/juice tetra pack etc. within the premises of Science city shall be the responsibility of the Contractor. All the transportation charges regarding waste and garbage disposal shall be borne by the contractor.

### **6.13 Safety requirements**

- 6.13.1 The contractor should ensure that there are no loose electrical connections and temporary fitting to avoid short-circuiting and incidents of fire.
- 6.13.2 The regulating valves of LPG supplied to the kitchen shall be inspected quarterly to ensure on/off system in order to avoid accident.
- 6.13.3 First Aid box containing bandages, Spirit, Ointments, Anti-septic creams, burnol, lotions and immediate relief tablets shall be available at pertinent location and known to all staff. First Aid facility will also be prominently displayed.
- 6.13.4 Fire Extinguishers as per regulations for Fire Safety.

### **6.14 Noise Control**

- 6.14.1 Maximum efforts shall be done to reduce noise arising out of stacking of vessels, utensils, transporting and cleaning operations.
- 6.14.2 All individuals shall be advised to make minimum noise.

### **6.15 Conservation of Energy**

- 6.15.1 Fans, tube-lights and other electrical appliances shall be switched off when not required.
- 6.15.2 Use optimum quantity of water at dish washing machine while flushing/ cleaning the utensils and vessels.
- 6.15.3 Save LPG Gas consumption by keeping the vessels flat bottom and properly covered while cooking. The contractor will use only commercial LPG Gas.

### **6.16 Terms & Conditions about employees of the contractor**

- 6.16.1 The contractor shall certify that the age of workers deployed is more than 18 years and shall comply with all the statutory requirements.
- 6.16.2 The contractor shall pay the minimum wages as prescribed by the Ministry of Labour, Government of Punjab to the persons engaged by him / her and abide by other Labour Laws like ID Act, Shops & Establishments, Employees Insurance, Factory Act, etc.
- 6.16.3 The Contractor will furnish a list of his employees with their names, father's name, correspondence address as well as permanent address, date of birth and photographs to the PGSC for record.
- 6.16.4 Every year the contractor shall submit a medical certificate from the Registered Medical Practitioner in respect of all his employees, which certify that the employee is free from all the communicable diseases and is medically fit for working in the Restaurants and Kiosks.
- 6.16.5 The contractor shall provide identity cards and uniforms to all his staff at his cost and ensure that all the catering staff wears clean uniforms, as prescribed. The head gear and gloves for cooking and service staff in the catering area are also to be provided by the caterer. Strict personal hygiene has to be observed. Separate uniforms need to be provided for different categories of staff viz. cleaners, servers, supervisors and cooks.
- 6.16.6 Employees (Service bearers) shall have adequate experience in serving with proper etiquettes and courtesy.
- 6.16.7 All the employees in Restaurants and Kiosks shall be vaccinated against entire group of diseases.
- 6.16.8 The employees shall keep their fingernails short and clean and wear gloves and appropriate head gear.
- 6.16.9 The contractor will be responsible for observing all the legal requirement / obligations regarding working conditions of his employees under various labour, service, ESI, PF and other laws which may be in force.
- 6.16.10 Neither contractor nor any of his employees will perform the duty in drunken condition and if the contractor or any of his employees is found in such state, it may result in a fine of Rs. 5000/- for the first time and Rs. 10000/- for each subsequent offence(s). The penalty will be imposed on the contractor.
- 6.16.11 Any lapse on the part of contractor or his employees as to unhygienic food preparation and service, less serving than authorized quantity of food, over charging than authorized, misbehavior with visitors, complaints of the victors etc. ( all such lapses which are mentioned herein or not in connection with efficient running of restaurant) will be penalized and it may result in a fine of Rs. 2000/- for the first time and Rs. 5000/- for

- each subsequent offence(s). The penalty will be imposed on the contractor.
- 6.16.12 In case any legal action is brought about by any of the employees of the contractor for any grievance in regard to his service conditions, benefits or any other loss or injury suffered during performance of his duties etc. the entire responsibility shall be of the contractor, who shall indemnify PGSC against any such claim.
- 6.16.13 The behavior of the contractor and his employees with the visitors and the staff of the PGSC shall be polite and courteous. The employee of the contractor, who will be dealing with the public shall be at least matriculate, smart, well mannered and of co-operative attitude. No person other than those mentioned in the list shall be placed on duty. Further they shall be in proper uniform and have nameplate on their left chest side as prescribed by the PGSC. Any employee of the contractor shall be liable to pay an amount of Rs 2000/- as penalty to the PGSC in case of default of above. If such violation continues 3 times, the contractor would be required to terminate that employee. Further if any dispute occurs with any visitor, the matter shall be immediately referred to the nominee of the Director General of the PGSC, whose decision in the matter shall be final and binding. A note to this effect shall be notified on the Notice Board at the Entrance of PGSC at the prominent places.
- 6.16.14 In case the contractor or his employees are found guilty of moral turpitude or any anti-social activity, the agreement may be cancelled by the PGSC. Besides, PGSC will be at liberty to take criminal / civil action as per provision of law against such person.
- 6.16.15 PGSC will not be responsible for payment of any type, on account of any loss occurring due to employees of the contractor for which the contractor shall be exclusively liable.
- 6.16.16 In case of any mishap due to food poisonings or digestive disorder or sickness after food or other eatables / drinks taken or any incident or any accident in the contract space, the contractor shall be solely responsible for civil damages and criminal action. Also it will be the responsibility of the contractor to shift the person / persons falling ill on this account to a suitable medical facility at his cost and meeting his/her medical expenses, if so required.

## **6.17 Premises**

- 6.17.1 The contractor will not transfer or sublet the contract.
- 6.17.2 The contractor will not make any kind of excavation or construction including alteration or modification in the premises without the permission of PGSC in writing and further, he shall

- have no right to use PGSC property for his/her employee's personal purpose.
- 6.17.3 The contractor will not alter or damage PGSC's property including electrical appliances, sanitary fittings and other fitting/equipments as well the plantation work provided in the premises. In fact he shall be responsible for its care and safety, failing which he will be liable to pay its cost as decided by the PGSC. PGSC has the authority to inspect the leased space any time without giving any notice to the contractor.
- 6.17.4 The contractor will keep the premises in good, clean and hygienic order and maintain it in its proper shape. Cleanliness of kitchen and the toilet is of utmost importance on which no compromise shall be tolerated.
- 6.17.5 The contractor will not use or permit others to use the premises for the publicity purpose in any shape or form.
- 6.17.6 The contractor will not encroach upon the rights of other contractors, running their business in the PGSC premises.
- 6.17.7 Maintenance of the premises will be the responsibility of the Contractor during the Lease period.
- 6.17.8 On termination of contract, the contractor will hand over the site(s) to PGSC in the condition / manner it was received, else PGSC will have the right to deduct cleaning / repair / white washing cost from the Security (EMD) or other dues payable or charge the contractor for the same.

## **6.18 Penal Rent**

- 6.18.1 If the contractor fails to vacate the premises after the expiry of the contract period owing to any reason, whatsoever, the contractor shall pay the penal rent of Rs. 20,000/- per day for such period the premises remains in his possession after expiry of Contract or the extended period, as the case may be.

## **6.19 Expenses for Execution Agreement**

- 6.19.1 The expenses for preparation and execution of Agreement for this contract shall be borne by the contractor
- 6.19.2 The copy of the draft Agreement is enclosed at **Annexure: IV.**

## **6.20 Maintenance**

- 6.20.1 Maintenance of all equipment, machinery, furniture, air-conditioners, electrical, civil, plumbing work etc whether provided by PGSC or arranged by the contractor, to be done by the contractor.
- 6.20.2 In the event of theft, pilferage or damage to the PGSC's property, and if proved that the contractor / his staff are responsible; the agency should make good all the losses and

remove the concerned person identified as responsible from the services.

### **6.1. Operations**

- 6.21.1. Presently PGSC is open 365 days (on all Saturdays, Sundays and Holidays) from 9:00 AM to 6:30 PM. Therefore food facilities should be available all the time. Holiday, if any shall be notified in advance.
- 6.21.2 PGSC has facilities for night stay of approx. 150 persons. In case guests are staying on the premises for the night, the contractor shall make arrangements to provide dinner (upto 9.00 PM) and morning tea (after 6.30 am) in case order is placed at least 4 hours in advance. The contractor will depute suitable staff accordingly.
- 6.21.3 If opening and closing times are changed by the PGSC, the contractor will accordingly change the timings for food services
- 6.21.4 No downtime in services will be allowed

### **6.22 Other Important Conditions**

- 6.22.1 Hard drinks, cigarettes, drugs etc are STRICTLY PROHIBITED in PGSC.
- 6.22.2 No marriage party or other parties for the people at Science City, shall be allowed in the PGSC, except for those with the permission of PGSC.
- 6.22.3 PGSC Staff and PGSC guests will be provided discount of 30% on the menu prices in the Restaurants or other premises of the contractor located anywhere in and outside PGSC on food, beverages and room tariff excluding MRP items on the production of Identity Card by the Staff or authorized letter from PGSC Director /Administrative officer/ Manager (Estate).
- 6.22.4 Contractor will be responsible for having cordial relations with visitors/PGSC staff/ tour operators / travel agents. etc.
- 6.22.5 The Contractor will arrange to collect payment on agreed rates against items served to visitors or employees of PGSC on his /. her own. Any credit facility extended by contractor will be at his / her cost and risk. The PGSC will not take any responsibility on this account.
- 6.22.6 All the statutory requirements regarding Lease and payment to the workers of the Restaurants and kiosks shall be exclusive liability of the contractor.
- 6.22.7 The entire cooking, frying etc shall be done in the kitchen only. No food item/snack shall be prepared in the kiosk or in open space. The kiosks shall be used only for selling the retail outlet for selling readymade items.
- 6.22.8 All the Taxes as applicable by CG/PB Govt. / any statutory authority from time to time shall be the responsibility of the contractor.
- 6.22.9 Bidders are advised to visit the site and inspect the facilities available at the PGSC. For any clarification, Director / Manager (Estate) may be contacted.

## **7 Obligations of the Pushpa Gujral Science City**

- 7.1. PGSC will provide Kitchen space and building for the restaurants.



- 7.2. Gas Bank and gas pipe installation with its accessibility from the respective wall.
- 7.3. Water Source will be provided in the Restaurant.
- 7.4. Electricity supply will be provided by the PGSC in restaurants / kiosks. However if any extra illumination or any extra electrical equipment is needed by the contractor, in that case the contractor will arrange the same at his / her own cost for its proper use and maintenance. If there is any breakdown or electricity cut in non-working hours, Contractor has to arrange its own backup through stand by generator.
- 7.5. Basic Kiosk structures or area with water and electricity power source will be provided by PGSC at the designated areas

## **8 Any Disputes in Day to Day Operations**

- 8.1. For removing difficulties and for operating the contract on day to day basis and resolving mutual problems in an amicable manner, a standing committee consisting of two representatives of PGSC and two representatives of the contractor shall be constituted, which will be headed by the Director, PGSC or any other person authorized by the Director General, PGSC. The decision / settlement arrived at there in shall be binding.

## **9 Termination of Contract**

- 9.1. If it is so required, the contract can be terminated by PGSC after giving one month notice to the contractor without assigning any reason whatsoever.
- 9.2. Without prejudice to other provisions herein, the contract can be terminated by PGSC immediately, if on violation of conditions of contract or on the grounds of default in quality of food items, proper service, proper hygiene, misbehavior by contractor or his / her employee and deposit of payments by the contractor.
- 9.3. In case of termination of the contract during the contract period, in the violation of clause 9.2 of the agreement, security Deposit will be forfeited.
- 9.4. The contract can also be terminated by contractor giving 6 months prior notice. In case of termination of the contract by the contractor, during the contract period, Contractor shall not remove his / her any equipment from the PGSC site without the permission of the PGSC, before full and final adjustment of accounts.
- 9.5. In case of termination of contract for convenience of both the parties i.e. PGSC and contractor who mutually agree to terminate the contract, the contractor will keep running the catering services as per the terms and conditions of the contract until PGSC appoints new contractor or for 6 months, whichever is earlier. Proportionate Lease amount will be paid for the same period by the contractor.

## **10 Arbitration**

- 10.1 All disputes between the PGSC and the contractor arising out of this agreement entered into , shall be referred to the Sole Arbitrator who will be appointed for the purpose by the Director General,PGSC. The decision of the Sole Arbitrator shall be final and shall be binding on both the parties subject

to the provisions of the Indian Reconciliation and Arbitration Act of 1996 and any statutory modifications or re-enactment made thereof, as on date.

10.2 Venue of the arbitration proceedings shall be at Kapurthala, Punjab.

## **11 Force Majeure**

11.1 Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

11.2 In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

## **12. Legal Jurisdiction**

District Courts, Kapurthala, Punjab

## **FINANCIAL BID**

### **Catering Services for the Restaurants and Kiosks for the lease period at PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA**

Amount in Indian Rs.

<b>Item of work</b>	<b>Amount in Figures</b>	<b>Amount in Words</b>
<b>Lease Amount for one year</b>		

**The above quoted rates will be NET PAYABLE to PGSC as per the terms and Conditions. Any taxes payable will be extra as applicable.**

**Name, Signature & Seal of Tenderer**

**Date:**

**Place:**

*Note: In case there is any discrepancy in the amount mentioned in words and figures, that mentioned in words shall prevail.*

## Technical Qualification Criteria (Check List)

S. No	Items	Filled by Contractor	Yes/ No												
1	Name of Agency														
2	Postal Address ➤ E-mail address ➤ Telephone No. / Mobile No. ➤ Fax No														
3	Name and designation of the representative of the Agency to whom all references shall be made ➤ Mobile No. ➤ E-mail address														
4	Status of Organization (Whether Private/ Public Sector Undertaking / Sole Proprietor / Partnership/Cooperative Society etc. (Attach documentary proof)														
5	GST No.: PAN No.: Attach Self Attested copy of last 2 years Income Tax Returns.														
6	Has the tenderer executed similar nature of work? (attach copies of work orders & references) <b>Or</b> own Hospitality / Catering work then details of it. FINANCIAL STATUS: Combined Turnover for the last 03 financial years as starting from: 2019-20, onwards must be more than Rs. 30 lakhs (Attach documentary proof)	<table border="1"> <thead> <tr> <th>Fin. Yr</th> <th>Name of Firm or own work</th> <th>Amount (in Rs.)</th> </tr> </thead> <tbody> <tr> <td>2019-20</td> <td></td> <td></td> </tr> <tr> <td>2020-21</td> <td></td> <td></td> </tr> <tr> <td>2021-22</td> <td></td> <td></td> </tr> </tbody> </table>	Fin. Yr	Name of Firm or own work	Amount (in Rs.)	2019-20			2020-21			2021-22			
Fin. Yr	Name of Firm or own work	Amount (in Rs.)													
2019-20															
2020-21															
2021-22															
7	All the pages of Tender Document to be signed / stamped along with sheet														
8	Solvency Certificate from Bank for the amount of Rs. 5 lakhs														
9	Self Declaration to be provided that contractor/firm has been never debarred / black listed by any Government Department / Undertaking or any other Agency?														
10	References (from two business firms with GST no.)														
12	Any Other Information														

**(Name & Signature of Agency)**  
**With Seal**

**Date:**

**PUSHPA GUJRAL SCIENCE CITY**  
**Restaurant**  
**Suggested FOOD ITEMS**

The following suggested food items will be served in the restaurant:

- Punjabi Food: roti / paranthas, dal/ rajma/channa / kadhi, vegetables, rice, curd etc
- Italian Food: Pizzas, Pastas, Lasagna
- South Indian: Dosa, Utpam, idli, vada, sambhar, Upma, Poha etc.
- Chinese Food: Noodles, Momos, Manchurian etc
- Continental
- Salads
- Pav Bhaji
- Tikki / Samosas/Paneer Pakoda/Cheese finger
- Chats
- Bhel Puri
- Burgers
- Tandoori Snacks
- Bread Pakoda
- Butter / Jam & Toast
- Sandwiches / Grilled Sandwiches
- Pastries / Patties
- Cutlets / Pakodas / Veggies / French Fries
- Bakery products: Cakes / Cookies/ / Breads/ Biscuits will be of reputed brands.
- Sweets (Ice cream/Gulab Jamun/Ras malai etc)
- Ice cream of reputed brands only
- Beverages: Tea / Coffee / Cold Drinks / Juices / Lassi etc.

In addition food items mentioned for Food Kiosks at Annexure-III should be also available in the Restaurant.

**Note:**

- The above food items mentioned are suggestive and more items can be added with the consent of PGSC.
- In no case alcohol / alcohol in any form will be served in the Restaurants / Food Kiosks

**PUSHPA GUJRAL SCIENCE CITY  
SUGGESTED ITEMS FOR FOOD KIOSK**

**BRANDED ITEMS AT MRP (Available on the shelves)**

▪ Chips	MRP
▪ Namkeens	MRP
▪ Biscuits / cookies	MRP
▪ Chocolates / candies	MRP
▪ Cold Drinks	MRP
▪ Juices	MRP
▪ Ice creams/ Milk / Lassi Bottles/ Tetra Packs (will be of reputed brands only)	MRP
▪ Mineral Water (in small & large bottles)	MRP

**ITEMS WITH NO MRP (Available With Semi Cooking / Heating)**

- Popcorns
- Cotton Candy
- Burgers (Veg)
- Patties / Puffs (Veg)
- Hotdogs (Veg)
- Frankie (Veg)
- Bread Rolls (Veg)
- Samosas
- Kathi Rolls (Veg)
- Sandwich (Veg)
- Mini Pizzas (Veg)
- Soups (Veg)
- Steamed Corns
- Momos (Veg)
- Spring Rolls
- Noodles (Veg)
- Coffee / Tea
- Pastries / Pan Cakes
- Fresh Juices
- Fountain Cold drinks
- Shakes

**Note:**

- Above are the suggested items, more items can be added with the consent of PGSC
- All the cooking has to be done in the kitchen provided at the Restaurants
- In any case, No MRP item to be sold more than the MRP
- Rates for non-MRP items will be mutually fixed for the lease period.

**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_, between Pushpa Gujral Science City, (PGSC), Kapurthala through of the one part herein after called (PGSC) and \_\_\_\_\_ represented by \_\_\_\_\_ of the other part, hereinafter called the Lessee / Contractor / Agency.

Whereas the Contractor is desirous to provide food catering services at PGSC Campus on the terms and conditions mentioned hereunder and those contained in the tender or minutes of the pre-bid meeting shall also form part of the contract:

And whereas PGSC, Kapurthala is agreeable to grant the Lease.

**1. Scope of Work: Catering Services for following:****1.1. Family Restaurant (Air Conditioned Cafeteria type).**

1.1.1. Seating capacity: 150 persons (approximately).

1.1.2. Location of Restaurant: Gate Complex in the Science City

**1.2. Group Restaurant (Mess type)**

1.2.1. Seating capacity: 275 persons (approximately).

1.2.2. Location of Restaurant: Energy Park in the Science City

**1.3. Food Kiosk**

1.3.1. Kiosks

1.3.2. Location: Gate Complex, Science Voyage Hall and Energy Park

**2. Period of Contract**

2.1 The contract shall be for a period of three (03) years from the date of award of contract, which shall be indicated in the award letter.

**3. Extension of Contract Period**

3.1 If PGSC finds the work of contractor satisfactory and Contractor also desires to continue operations of food services at Science City then on mutually agreed terms and conditions, contract can be extended on yearly basis.

3.2 The Security Deposit will be withheld for the extended period and no interest will be payable.

**4. Lease Amount:**

5.1 The lease amount for the Restaurants and Food Kiosks: Rs. \_\_\_\_\_ Lakhs + taxes as applicable (Rs. \_\_\_\_\_ Only per annum + taxes as applicable}.

5.2 At the end of every year, Lease Amount will be increased by 5% on the last lease amount.

**5. Security and Payments****5.1 Security**

- 5.1.1 The Bidders shall deposit EMD of Rs. 1,00,000/- at the time of submission of tender. EMD of the successful bidder will be kept as Security Amount for the duration of the lease period. It will be returned only after the completion of the lease period.
- 5.1.2 Successful Bidder will deposit additional Rs. 3,00,000/- or Bank Guarantee of equivalent amount with PGSC as a part of Security Deposit at the time of award of contract.
- 5.1.3 No interest will be payable on Security Deposit.
- 5.1.4 The Security deposit is liable to be forfeited wholly or partially if:
- 5.1.4.1 The standard of quality & quantity of food and services deteriorates during the tenure of contract.
- 5.1.4.2 Persistent Misbehavior of contractor or his employees.
- 5.1.4.3 Any damage is caused to the building, equipment and other things belonging to PGSC.
- 5.1.4.4 The tenderer declines to render services at the item wise and their rates agreed upon, due to escalation of raw material cost or for any other reason.
- 5.1.4.5 Tenderer fails to fulfill any Terms & Conditions of the agreement.
- 5.1.4.6 As per the termination clause.

## 5.2. Payments

- 5.2.1 The Lease amount will be payable in 4 equal quarterly (3 months) installments at the beginning of each quarter, by 10<sup>th</sup> of the first month of each quarter.
- 5.2.2 The quarterly installment of the Lease Amount has to be paid as per the schedule, failing which the contractor shall be liable to pay an interest of 12% per annum of the Lease amount value of the relevant period.
- 5.2.3 At the end of every year, Lease Amount will be increased by 5% on the last lease amount.**
- 5.2.4 Electricity bill to be totally paid by the contractor. A separate sub meter shall be installed in the restaurants and the kiosks. The rate of electricity shall be the same, which PGSC will pay to Punjab State Power Corporation Ltd. (PSPCL).
- 5.2.5 Water Charges of Rs.1000/- per month to be paid to PGSC.
- 5.2.6 Mode / Schedule of Payments will be as follows:

	Item	Amount	Time for Deposit of Money
A	EMD	Rs 1,00,000/-	At the time of online submission of Tender Document, which will be retained as part of Security Deposit in case of successful bidder.
B	Security Deposit	Rs.3,00,000/-	Successful Bidder will deposit additional amount of Rs. 3,00,000/- or Bank Guarantee of equivalent amount on award of contract.



C	Lease Money	Each Installment equivalent to 3 months quoted Lease Money	1 <sup>st</sup> Installment to be paid before the commencement of the Lease Period.  Balance installments by 10 <sup>th</sup> of the first month of each quarter.  At the end of four quarters (one year), lease amount will be increased by 5% of the last lease amount.
D	Water Charges	Rs. 1000/-	At the beginning of each month before 10 <sup>th</sup> day of first English calendar month
E	Electricity Charges	As per PSPCL Charges on Sub Meter Reading	At the end of each month, to be payable by 10 <sup>th</sup> day of next English calendar month

## 6. CONTRACTORS RESPONSIBILITIES

### 6.1. Contractor to follow and comply with Requirements / MRP Acts / Rules / Notifications by Government and Guidelines provided by Food Safety and Standards Authority of India (FSSAI)

- 6.1.1. Contractor will get all the required Leases and Registrations done for operating the restaurant / Kiosks as per requirements of Central/State Government Departments/any Statutory Authority, as applicable.
- 6.1.2. Display of License / Notice / Certificate prominently.
- 6.1.3. Strictly follow Guidelines for food Safety (Medium to Small Eating Establishments), provided by FSSAI.
- 6.1.4. Comply with rules and notifications of Ministry of Labour, Government of Punjab.
- 6.1.5. Indemnity to PGSC against any such violation of rules / requirements / food adulterations / poisoning, etc. found by authorized Agencies during inspections or otherwise or any issue due to food such as procurement, storage, preparation, cooking, serving, consuming, billing etc.
- 6.1.6. The contractor will not sell any item in plastic cover, wrappers etc. because the Science City is completely plastic free zone. PPCB vide notification no. G.S.R.571 (E) dated 12.08.2021 of Ministry of Environment, Forest & Climate Change has prohibited Single use plastic items w.e.f. 01.07.2022. Accordingly, the contractor will strictly follow the guidelines regarding use of SUP items as specified in the said notification. The contractor will also follow all guidelines of FSSAI while providing services in PGSC.

### 6.2 Establishment of Restaurants

- 6.2.1 Commission and make functional (at least partially) the restaurant within 15 days of award of contract. Full functionality will be achieved within 3 months or within the period extended, if required with approval of PGSC.

- 6.2.2 Ambience: High standards of cleanliness, presentation and service.
- 6.2.3 **Family Restaurant:** (Air Conditioned Cafeteria).  
Ambience and furniture should be as for cafeteria (Family Restaurant) for the capacity of 150 persons.
- 6.2.4 **Group Restaurant:**  
Furniture should be as for group dining area (majority would be students) for the capacity of 275 persons.
- 6.2.5 PGSC is having hotline service of electricity. However, if there is any breakdown or electricity cut in non-working hours, Contractor has to arrange its own backup through stand by generator.
- 6.2.6 Kitchen
- 6.2.6.1 Kitchen Equipment such as Cooking Equipment / preparation and storage equipment.
  - 6.2.6.2 Gas Cylinders
  - 6.2.6.3 Sufficient Service ware and Crockery & Cutlery to cater. Crockery shall be as per approval of the PGSC.
  - 6.2.6.4 Waste Disposal
  - 6.2.6.5 Cleaning & Sanitizing
  - 6.2.6.6 Pest Control

### **6.3 Restaurant Menu**

- 6.3.1 The menu for thali / buffet / special items for breakfast, lunch and dinner with quantities and quality as mutually decided by contractor and PGSC.
- 6.3.2 Combo ticket including PGSC ticket and Food Coupon worth Rs. 20/- shall be available with all types of tickets except tickets issued under Govt. sponsored schemes for Institutes / Institutions.
- 6.3.3 List of suggested Food items to be available in the restaurants will be as per **Appendix: I**
- 6.3.4 The contractor shall prepare and serve the food as per menu.
- 6.3.5 A high standard of catering shall be maintained for all items with due regard to quality and purity of food stuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services. All the materials used in preparation for food items should be of standard brands. All food items wherever possible should be ISI certified and branded.

### **6.4 Catering for Special Events**

- 6.4.1 Contractor will arrange for catering for Workshops / Conferences/ Meetings/ Programs hosted by outsiders in convention hall / within the premises of PGSC, whenever asked by PGSC as per agreed rates. However, PGSC is free to hire outside catering services if required on special occasions.
- 6.4.2 The caterer shall provide special breakfast / lunch / dinner / high tea in buffet style whenever required in the restaurant or in the lawn or any other place as indicated by PGSC in the Science City premises. The menu for the same shall be prepared in consultation with the PGSC. Apart from the items indicated in the menu, the caterer has to supply on demand additional items for special lunch /dinner or snacks at the rates mutually agreed.

- 6.4.3 The caterer would have to provide additional manpower for special events as required and the Caterer would also have to provide substitutes, if their regular staff proceeds on leave, etc.
- 6.4.4 The caterer is required to arrange additional crockery/ cutlery material, etc. at his own cost as required for the special events of the PGSC, in consultation with the institute officials.

## **6.5 Establishment of Food Kiosks**

- 6.5.1 Kiosks
- 6.5.2 Tentative Locations: Gate Complex, Science Voyage Hall and Energy Park
- 6.5.3 To be made partially operational within 15 days of award of contract.
- 6.5.4 Seating Capacity: If required. To be made operational within 15 days of award of contract.
- 6.5.5 Service: Self / Take away items
- 6.5.6 Food type: Vegetarian
- 6.5.7 Kitchen equipment: Storing (Freezer, etc.), Heating (Microwave Oven, etc.), Mixers, Vending Machines, Juicers etc.
- 6.5.8 Contractor may preferably install Plastic Bottle Crushing Machine and Bio-decomposer.
- 6.5.9 Display Racks
- 6.5.10 Crockery and cutlery
- 6.5.11 All the cooking has to be done in the kitchen provided at the restaurant and not in the kiosk. Only reheating can be done with electric gadgets.
- 6.5.12 Dustbins of appropriate size will be placed inside and outside the restaurants & near kiosks by the Contractor and emptied at regular interval by the Contractor's staff.
- 6.5.13 Waste disposal
- 6.5.14 Pest control
- 6.5.15 Hygiene and Sanitization
- 6.5.16 Contractor cooking staff will wear aprons and service staff will wear gloves.
- 6.5.17 All utensils after cleaning will be dipped through Potassium Permanganate water for disinfection.
- 6.5.18 Maintenance of Kiosks
- 6.5.19 PGSC is having hotline service of electricity. However, if there is any breakdown or electricity cut in non-working hours, Contractor has to arrange its own backup through stand by generator.
- 6.5.20 The number of kiosks can be decreased or increased as per requirement after mutual decision by PGSC management / contractor. For additional kiosks, lease amount for these kiosks will be subsequently mutually decided by PGSC and contractor.
- 6.5.21 PGSC will retain the right to open / award new fixed or movable kiosks / restaurant to other suitable agencies, if required, at cost, terms and conditions which may vary from the present contract and the contractor will have no right to object.
- 6.5.22 PGSC reserves the right to hire services of other food vendors for exhibitions/workshops/events on temporary basis.

## **6.6 Food Kiosk Items**

- 6.6.1 List of suggested items is enclosed at **Appendix: II**
- 6.6.2 These are suggested items and can be added / subtracted depending upon the demand.

## **6.7 Menu Rates**

- 6.7.1 Rates of Non-MRP items for thalis / buffet or any other specific food item will be fixed for the lease period with mutual consent of PGSC and Contractor. The same shall be considered and decided by the 4 member Committee headed by the Director, PGSC or any other person authorized by the Director General, PGSC. The food items can be added and / or deleted with the permission of PGSC.
- 6.7.2 No MRP item to be sold more than the MRP in any case.
- 6.7.3 If any increase in the rates of food items is desired by the contractor, the same shall be considered and decided by the 4 member Committee headed by the Director, PGSC or any other person authorized by the Director General, PGSC. Increase shall only be considered after one year of satisfactory running of the catering services.

## **6.8 Staff**

- 6.8.1 The Contractor would employ optimum number of Manager, Supervisor, Cashier, Cooks, Waiters, Helpers, Sweepers and other staff required for efficient running of the restaurants and Kiosks.
- 6.8.2 The contractor must employ skilled chefs for cooking of various kinds of items viz South Indian, Italian, Continental, Chinese, bakery, etc.
- 6.8.3 There should be minimum response time in attending the visitors.
- 6.8.4 The service should be one of the USPs.
- 6.8.5 In the event of increase in the scope of work (including during rush months), additional manpower would be provided by the caterer.
- 6.8.6 The contractor is required to nominate his representative to interact with the PGSC's official regularly for ensuring the satisfactory and smooth functioning of the services.
- 6.8.7 The catering Supervisor(s) provided by the caterer should be available throughout the production and service period at the PGSC and ensure that the staff / guests / VIPs are served by well-trained servers / waiters within the premises of Science City, whenever asked by PGSC.

## **6.9 Hygiene in Establishment**

- 6.9.1 No animals & birds shall be kept or allowed in any room in which food is prepared, served and stored.
- 6.9.2 There shall be no cob-webs in any part of establishment.
- 6.9.3 All openings in floors, walls, ceiling, pipes, cables or conduits shall be properly sealed with fitting collars to prevent rodents and pests.
- 6.9.4 Propagation of rats and invasion infestation by rodents shall be prevented.

- 6.9.5 When Pesticides are being used, care shall be exercised to prevent contamination. Equipments to be washed properly by warm water before use.
- 6.9.6 Pesticide shall not be used when food is being prepared or served.
- 6.9.7 Sinks and tubs for washing food or utensils shall not be used for washing of hands.
- 6.9.8 Spitting, nose cleaning or the use of tobacco in the area where food is prepared, served and stored is prohibited.
- 6.9.9 The drainage system shall function smoothly so as to cause no stagnation at the maximum discharge rate. If required, the contractor will install pulpers in sinks.
- 6.9.10 The contractor shall provide sufficient number of Dust Bins (Green-Bins and Blue-Bins) inside the Restaurants and near the kiosks.

### **6.10 Storage and Handling Equipments**

- 6.10.1 All raw materials and edible articles shall be stored on shelves and not on the ground. All containers and utensils shall be stored at approx. height of 430mm above the floor in a clean dry place protected from flies, splash dust, over head leakage and other contamination.
- 6.10.2 All containers and utensils shall be kept covered.
- 6.10.3 Drain boards, trays and shelves shall have impervious surface, which is not readily corrodible.
- 6.10.4 Paper cups, plates, straws, cleaning clothes and napkins shall be kept / stored in dry and clean place.
- 6.10.5 Containers of stainless steel shall be used for storage of water for cooking purpose. The containers shall be kept always covered and on a platform.

### **6.11 Hygienic Cooking**

- 6.11.1 Filtered and adequate safe drinking water shall be ensured.
- 6.11.2 Ensure thorough cleaning of Flour doughing machine before doughing.
- 6.11.3 All cooking vessels and utensils shall be cleaned by boiling water or sterilized by steam.
- 6.11.4 Before cooking, raw material like rice, etc. shall be visually examined and cleaned for any contamination.
- 6.11.5 Fresh and running water shall only be used for cooking.
- 6.11.6 Cooking foodstuffs shall be always covered with lids.
- 6.11.7 There shall be no contact with clothes of the cook with the cooked food during pouring in trays and or dishes.
- 6.11.8 The vessels containing cooked material shall not be kept on the floor.
- 6.11.9 While cooking all exhaust systems should be on.
- 6.11.10 Only refined edible oil and standard raw material shall be used.
- 6.11.11 In case the contractor wishes to provide solar cooked food, he / she will be allowed to cook the same in designated enclosed area with approval of PGSC.
- 6.11.12 There shall not be any spillage of cooked material/ waste over the shelves, floor, which shall be kept clean all the times.

- 6.11.13 All the trays, thalis/ dishes shall be collected near dish washing machine and properly cleaned.
- 6.11.14 Ensure sufficient strength of cleaning powder for efficient cleaning to remove oil and sticky material and thoroughly flush with fresh running water for remnant alkaline removal on the dishes, plates, etc.
- 6.11.15 Washed utensils shall be sterilized by steam pressure, if so required.
- 6.11.16 Clean and fresh duster / cloth shall be issued to cooks on daily basis.
- 6.11.17 Authorized PGSC officials will have the right to enter and inspect kitchens and food preparation procedure at any or all times. In addition, an inspection committee two representatives of PGSC and two representatives from the Contractor's side will be constituted to look into the health and hygiene aspects of the restaurant.

## **6.12 Waste Management**

- 6.12.1 Care shall be taken to use minimum amount of water required for cleaning and sterilizing for avoiding the water wastage.
- 6.12.2 The garbage and waste disposal from the kitchen, Restaurants and kiosks shall be the responsibility of the contractor. All the transportation charges regarding waste and garbage disposal shall be borne by the contractor. The contractor will arrange his own staff to clean the dustbin areas around restaurants and kiosks, failing which penalty of Rs. 1000/- per dirty area will be charged.
- 6.12.3 The solid waste shall be collected in drums / collecting Bins to be kept at identified places.
  - 6.12.3.1 Green Bins: - For collection of organic / Bio-degradable wastes or cooked food waste.
  - 6.12.3.2 Blue Bins: - For collection of re-cycleable waste.
- 6.12.4 The solid waste collected shall be transported to waste dumping yard land. While transporting the waste from identified place to waste yard, care shall be taken to ensure that waste does not spill over during transit and the containers are properly emptied and cleaned. The transportation charges for the same will be borne by the contractor.
- 6.12.5 The Contractor will observe all environmental laws of Central Govt. / Punjab Govt. or any other statutory authority for disposing of waste.
- 6.12.6 Collection and disposal of garbage especially produced from the Restaurant/ kiosks like chips wrappers/water bottles/juice tetra pack, etc. within the premises of Science City shall be the responsibility of the Contractor. All the transportation charges regarding waste and garbage disposal shall be borne by the contractor.

## **6.13 Safety requirements**

- 6.13.1 The contractor should ensure that there are no loose electrical connections and temporary fitting to avoid short-circuiting and incidents of fire.
- 6.13.2 The regulating valves of LPG supplied to the kitchen shall be inspected quarterly to ensure on/off system in order to avoid accident.

- 6.13.3 First Aid box containing bandages, Spirit, Ointments, Anti-septic creams, burnol, lotions and immediate relief tablets shall be available at pertinent location and known to all staff. First Aid facility will also be prominently displayed.
- 6.13.4 Fire Extinguishers as per regulations for Fire Safety.

#### **6.14 Noise Control**

- 6.14.1 Maximum efforts shall be done to reduce noise arising out of stacking of vessels, utensils, transporting and cleaning operations.
- 6.14.2 All individuals shall be advised to make minimum noise.

#### **6.15 Conservation of Energy**

- 6.15.1 Fans, tube-lights and other electrical appliances shall be switched off when not required.
- 6.15.2 Use optimum quantity of water at dish washing machine while flushing/ cleaning the utensils and vessels.
- 6.15.3 Save LPG Gas consumption by keeping the vessels flat bottom and properly covered while cooking. The Contractor will use only commercial LPG gas.

#### **6.16 Terms & Conditions about employees of the contractor**

- 6.16.1 The contractor shall certify that the age of workers deployed is more than 18 years and shall comply with all the statutory requirements.
- 6.16.2 The contractor shall pay the minimum wages as prescribed by the Ministry of Labour, Government of Punjab to the persons engaged by him / her and abide by other Labour Laws like ID Act, Shops & Establishments, Employees Insurance, Factory Act, etc.
- 6.16.3 The Contractor will furnish a list of his employees with their names, father's name, correspondence address, as well as, permanent address, date of birth and photographs to the PGSC for record.
- 6.16.4 Every year the contractor shall submit a medical certificate from the Registered Medical Practitioner in respect of all his employees, which certify that the employee is free from all the communicable diseases and is medically fit for working in the Restaurants and Kiosks.
- 6.16.5 The contractor shall provide identity cards and uniforms to all his staff at his cost and ensure that all the catering staff wears clean uniforms, as prescribed. The head gear and gloves for cooking and service staff in the catering area are also to be provided by the caterer. Strict personal hygiene has to be observed. Separate uniforms need to be provided for different categories of staff viz. cleaners, servers, supervisors and cooks.
- 6.16.6 Employees (Service bearers) shall have adequate experience in serving with proper etiquettes and courtesy.
- 6.16.7 All the employees in Restaurants and Kiosks shall be vaccinated against entire group of diseases.
- 6.16.8 The employees shall keep their fingernails short and clean and wear gloves and appropriate head gear.

- 6.16.9 The contractor will be responsible for observing all the legal requirement / obligations regarding working conditions of his employees under various labour, service, ESI, PF and other laws which may be in force.
- 6.16.10 Neither contractor nor any of his employees will perform the duty in drunken condition and if the contractor or any of his employees is found in such state, it may result in a fine of Rs. 5,000/- for the first time and Rs. 10,000/- for each subsequent offence(s). The penalty will be imposed on the contractor.
- 6.16.11 In case any legal action is brought about by any of the employees of the contractor for any grievance in regard to his service conditions, benefits or any other loss or injury suffered during performance of his duties, etc. the entire responsibility shall be of the contractor, who shall indemnify PGSC against any such claim.
- 6.16.12 The behavior of the contractor and his employees with the visitors and the staff of the PGSC shall be polite and courteous. The employee of the contractor, who will be dealing with the public, shall be at least matriculate, smart, well mannered and of co-operative attitude. No person other than those mentioned in the list shall be placed on duty. Further, they shall be in proper uniform and have nameplate on their left chest side as prescribed by the PGSC. Any employee of the contractor shall be liable to pay an amount of Rs 2000/- as penalty to the PGSC in case of default of above. If such violation continues 3 times, the contractor would be required to terminate that employee. Further, if any dispute occurs with any visitor, the matter shall be immediately referred to the nominee of the Director General of the PGSC, whose decision in the matter shall be final and binding. A note to this effect shall be notified on the Notice Board at the Entrance of PGSC at the prominent places.
- 6.16.13 In case the contractor or his employees are found guilty of moral turpitude or any anti-social activity, the agreement may be cancelled by the PGSC. Besides, PGSC will be at liberty to take criminal / civil action as per provision of law against such person.
- 6.16.14 PGSC will not be responsible for payment of any type, on account of any loss occurring due to employees of the contractor for which the contractor shall be exclusively liable.
- 6.16.15 In case of any mishap due to food poisonings or digestive disorder or sickness after food or other eatables / drinks taken or any incident or any accident in the contract space, the contractor shall be solely responsible for civil damages and criminal action. Also, it will be the responsibility of the contractor to shift the person / persons falling ill on this account to a suitable medical facility at his cost and meeting his/her medical expenses, if so required.
- 6.16.16 Any lapse on the part of contractor or his employees as to unhygienic food preparation and service, less serving than authorized quantity of food, over charging than authorized, misbehavior with visitors, complaints of the visitors, etc. (all such lapses which are mentioned herein or not in connection with efficient running of restaurant) will be penalized and it



may result in a fine of Rs. 2000/- for the first time and Rs. 5000/- for each subsequent offence(s). The penalty will be imposed on the contractor.

### **6.17 Premises**

- 6.17.1 The contractor will not transfer or sublet the contract.
- 6.17.2 The contractor will not make any kind of excavation or construction including alteration or modification in the premises without the permission of PGSC in writing and further, he shall have no right to use PGSC property for his/her employee's personal purpose.
- 6.17.3 The contractor will not alter or damage PGSC's property including electrical appliances, sanitary fittings and other fitting/ equipments as well the plantation work provided in the premises. In fact he shall be responsible for its care and safety, failing which he will be liable to pay its cost as decided by the PGSC. PGSC has the authority to inspect the leased space any time without giving any notice to the contractor.
- 6.17.4 The contractor will keep the premises in good, clean and hygienic order and maintain it in its proper shape. Cleanliness of kitchen and the toilet is of utmost importance on which no compromise shall be tolerated.
- 6.17.5 The contractor will not use or permit others to use the premises for the publicity purpose in any shape or form.
- 6.17.6 The contractor will not encroach upon the rights of other contractors, running their business in the PGSC premises.
- 6.17.7 Maintenance of the leased premises will be the responsibility of the Contractor during the Lease period.
- 6.17.8 On termination of contract, the contractor will hand over the site(s) to PGSC in the condition / manner it was received, else PGSC will have the right to deduct cleaning / repair / white washing cost from the Security (EMD) or other dues payable or charge the contractor for the same.

### **6.18 Penal Rent**

- 6.18.1 If the contractor fails to vacate the premises after the expiry of the contract period owing to any reason, whatsoever, the contractor shall pay the penal rent of Rs.20000/- per day for such period the premises remains in his possession after expiry of Contract or the extended period, as the case may be.

### **6.19 Maintenance**

- 6.19.1 Maintenance of all equipment, machinery, furniture, air-conditioners, electrical, civil, plumbing work, etc whether provided by PGSC or arranged by the contractor, to be done by the contractor.
- 6.19.2 In the event of theft, pilferage or damage to the PGSC's property, and if proved that the contractor / his staff are responsible; the agency should make good all the losses and remove the concerned person identified as responsible from the services.

## **6.20 Operations:**

- 6.20.1 Presently PGSC is open 365 days (on all Saturdays, Sundays and Holidays) from 9:00 AM to 6.30 PM. Therefore, food facilities should be available all the time. Holiday, if any shall be notified in advance.
- 6.20.2 PGSC has facilities for night stay of approx. 150 persons. In case guests are staying on the premises for the night, the contractor shall make arrangements to provide dinner (upto 9.00 PM) and morning tea (after 6.30 am) in case order is placed atleast 4 hours in advance. The contractor will depute suitable staff accordingly.
- 6.20.3 If opening and closing times are changed by the PGSC, the contractor will accordingly change the timings for food services.
- 6.20.4 No downtime in services will be allowed.

## **6.21 Other Important Conditions**

- 6.21.1 Hard drinks, cigarettes, drugs, etc. are STRICTLY PROHIBITED in PGSC.
- 6.21.2 No marriage party or other parties for the people at Science City, shall be allowed in the PGSC, except for those with the permission of PGSC.
- 6.21.3 PGSC Staff and PGSC guests will be provided discount of 30% on the menu prices in the Restaurants or other premises of the contractor located anywhere in and outside PGSC on food, beverages and room tariff excluding MRP items on the production of Identity Card by the Staff or authorized letter from PGSC Director / Administrative Officer/ Manager (Estate).
- 6.21.4 Contractor will be responsible for having cordial relations with Visitors / PGSC Staff / tour operators / travel agents, etc.
- 6.21.5 The Contractor will arrange to collect payment on agreed rates against items served to visitors or employees of PGSC on his /her own. Any credit facility extended by contractor will be at his / her cost and risk. The PGSC will not take any responsibility on this account.
- 6.21.6 All the statutory requirements regarding Lease and payment to the workers of the Restaurants and kiosks shall be exclusive liability of the contractor.
- 6.21.7 The entire cooking, frying, etc. shall be done in the kitchen only. No food item/snack shall be prepared in the kiosk or in open space. The kiosks shall be used only for selling the retail outlet for selling readymade items.
- 6.21.8 All the Taxes applicable from Central Government /Punjab Government / any Statutory Authority from time to time shall be the responsibility of the contractor.

## **7 Obligations of the Pushpa Gujral Science City**

- 7.1 PGSC will provide Kitchen space and building for the restaurants.
- 7.2 Gas Bank and gas pipe installation with its accessibility from the respective wall.
- 7.3 Water Source will be provided in the Restaurant.
- 7.4 Electricity supply will be provided by the PGSC in restaurants / kiosks. However, if any extra illumination or any extra electrical equipment is needed by the contractor, in that case the contractor will arrange the same at his /

her own cost for its proper use and maintenance. If there is any breakdown or electricity cut in non-working hours, Contractor has to arrange its own back-up through stand by generator.

- 7.5 Basic Kiosk structures or area with water and electricity power source will be provided by PGSC at the designated areas

## **8. Any Disputes in Day to Day Operations**

- 8.1. For removing difficulties and for operating the contract on day to day basis and resolving mutual problems in an amicable manner, a standing committee consisting of two representatives of PGSC and two representatives of the contractor shall be constituted, which will be headed by the Director, PGSC or any other person authorized by the Director General, PGSC. The decision / settlement arrived at therein shall be binding.

## **9. Termination of Contract**

- 9.1. If it is so required, the contract can be terminated by PGSC after giving one month notice to the contractor without assigning any reason whatsoever.
- 9.2. Without prejudice to other provisions herein, the contract can be terminated by PGSC immediately, if on violation of conditions of contract or on the grounds of default in quality of food items, proper service, proper hygiene, misbehavior by contractor or his / her employee and deposit of payments by the contractor.
- 9.3. In case of termination of the contract during the contract period, in the violation of clause 9.2 of the agreement, Security Deposit will be forfeited.
- 9.4. The contract can also be terminated by contractor giving 6 months prior notice. In case of termination of the contract by the contractor during the contract period, Contractor shall not remove his / her any equipment from the PGSC site without the permission of the PGSC, before full and final adjustment of accounts.
- 9.5. In case of termination of contract for convenience of both the parties i.e. PGSC and contractor who mutually agree to terminate the contract, the contractor will keep running the catering services as per the terms and conditions of the contract until PGSC appoints new contractor or for 6 months, whichever is earlier. Proportionate Lease amount will be paid for the same period by the contractor.

## **10. Arbitration**

- 10.1. All disputes between the PGSC and the contractor arising out of this agreement entered into, shall be referred to the Sole Arbitrator who will be appointed for the purpose by the Director General, PGSC. The decision of the Sole Arbitrator shall be final and shall be binding on both the parties subject to the provisions of the Indian Reconciliation and Arbitration Act of 1996 and any statutory modifications or re-enactment made thereof, as on date.
- 10.2. Venue of the arbitration proceedings shall be at Kapurthala, Punjab.

**11. Force Majeure**

- 11.1 Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.
- 11.2 In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

**12 Legal Jurisdiction**

District Courts, Kapurthala, Punjab

Signed today on the \_\_\_\_\_ at Kapurthala

**For Contractor**  
Designation  
Contractor Address

**For PGSC, Kapurthala**  
Pushpa Gujral Science City  
  
Kapurthala

**Witness:**

**Witness:**

**PUSHPA GUJRAL SCIENCE CITY  
Restaurant  
Suggested FOOD ITEMS**

The following suggested food items will be served in the restaurant:

- Punjabi Food: roti / paranthas, dal/ rajma/channa / kadhi, vegetables, rice, Curd, etc.
- Italian Food: Pizzas, Pastas, Lasagna
- South Indian: Dosa, Uttpam, idli, vada, sambhar, Upma, Poha, etc.
- Chinese Food: Noodles, Momos, Manchurian, etc.
- Continental
- Salads
- Pav Bhaji
- Tikki / Samosas/Paneer pakoda/Cheese Finger
- Chats
- Bhel Puri
- Burgers
- Tandoori Snacks
- Bread Pakoda
- Butter / Jam & Toast
- Sandwiches / Grilled Sandwiches
- Pastries / Patties
- Cutlets / Pakodas / Veggies / French Fries
- Bakery products: Cakes / Cookies/ Breads/ Biscuits will be of reputed brands.
- Sweets (Gulab Jamun /Ras Malai, etc.)
- Ice cream of reputed brands only
- Beverages: Tea / Coffee / Cold Drinks / Juices / Lassi, etc.

In addition food items mentioned for Food Kiosks at Appendix-II should be also available in the Restaurant.

**Note:**

- The above food items mentioned are suggestive and more items can be added with the consent of PGSC.
- In no case alcohol / alcohol in any form will be served in the Restaurants / Food Kiosks

**PUSHPA GUJRAL SCIENCE CITY  
SUGGESTED ITEMS FOR FOOD KIOSK**

**BRANDED ITEMS AT MRP (Available on the shelves)**

▪ Chips	MRP
▪ Namkeens	MRP
▪ Biscuits / cookies	MRP
▪ Chocolates / candies	MRP
▪ Cold Drinks	MRP
▪ Juices	MRP
▪ Ice creams/ Milk / Lassi Bottles / Tetra Pack (will be of reputed brands only)	MRP
▪ Mineral Water (in small & large bottles)	MRP

**ITEMS WITH NO MRP (Available With Semi Cooking / Heating)**

- Popcorns
- Cotton Candy
- Burgers (Veg)
- Patties / Puffs (Veg)
- Hotdogs (Veg)
- Frankie (Veg)
- Bread Rolls (Veg)
- Samosas
- Kathi Rolls (Veg)
- Sandwich (Veg)
- Mini Pizzas (Veg)
- Soups (Veg)
- Steamed Corns
- Momos (Veg)
- Spring Rolls
- Noodles (Veg)
- Coffee / Tea
- Pastries / Pan Cakes
- Fresh Juices
- Fountain Cold drinks
- Shakes

**Note:**

- Above are the suggested items, more items can be added with the consent of PGSC.
- All the cooking has to be done in the kitchen provided at the Restaurants.
- In any case, No MRP item to be sold more than the MRP.
- Rates for non-MRP items will be mutually fixed for the lease period.

**Performance Security (Bank Guarantee)**

[Guarantor letterhead]

**Beneficiary:** [insert name and Address of Procuring Entity/

**Date:** .....[Insert date of issue]

**Performance Guarantee No**..... . [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that-----[**insert name of Supplier which in the case of a joint venture shall be the name of the joint venture**] (hereinafter called "the Applicant") has entered into Contract No. ....[**insert reference number of the contract**] dated..... [**insert date**] with the Beneficiary, for supply of..... [**insert name of contract and brief description of Goods/Services/works/**] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rupees.....[**insert amount in figures**]..... [**insert amount in words**], such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

This guarantee shall expire, no later than the..... and any demand for payment under it must be received by us at this office indicated above on or before.

[signature(s)]