RAJIV GANDHI NATIONAL UNIVERSITY OF LAW, PUNJAB, SIDHUWAL, PATIALA.

E-TENDER NOTICE

NIT No. RGNUL/T/2025-26/01

DATED 06.05.2025

Rajiv Gandhi National University of Law (RGNUL), Patiala invites e-Tenders under a two-bid system (Technical Bid and Commercial (Price) Bid) from experienced service providers in the catering industry. Interested parties must have a minimum of three years of relevant experience and meet the eligibility criteria as mentioned in the bidding documents. Bids be received up to **11.30 AM on 20.05.2025**

Name of work	Estimated amount	Bid EMD (Rs.)	Tender Processing Fee (Rs.)	Tender form fee (Rs.)	Period of completion
1	2	3	4	5	6
Catering Services of Boys, Girls Mess and catering for various university functions at RGNUL, Patiala. For the Academic Session 2025-26.		Rs.1.5 Lac	2,000/- + 18% GST	10,000/- + 18% GST	Academic Session 2025-2026 (10 month approx.)

Schedule of Tenders

Availability of Tenders online for Bidding	Last date of submission for online bids	Date & time of opening of Technical bids	Date and time of opening of Financial Bids
From 07.05.25	20.05.25	21.05.25	22.05.25
11.00 AM to 20.05.25	Up to	At	at
Up to 11:00 AM	11.30 AM	11.30 AM	12.30 PM

Terms & Conditions:-

- It is mandatory for the interested bidders/ contractors to get themselves registered with <u>www.tenderwizard.com/PUNJAB</u>& get User Id, password & Class-III Digital signatures for participating in this E-tendering process. The Tender documents shall be purchased, accessed, filled and submitted online from the site as mentioned above (www.tenderwizard.com/PUNJAB).
- The processing fees, earnest money & tender form fee shall have to be deposited online. For any query regarding this online deposition; ITI Limited Numbers: - 092572-09340, 80546-28821, 0172-5035985 may be contacted.
- 3. For any clarification regarding E-tendering process please contact Mr. Pavitar Singh **081466-99866**.
- 4. The detailed DNIT and other terms & conditions duly uploaded can be accessed online www.tenderwizard.com/PUNJAB and https://www.rgnul.ac.in/tender.aspx?page=50 site.
- 5. Apart from this the same can be seen in this office on any working day between 9.00 A.M to 5.00 P.M.
- 6. Pre-Bidding meeting shall be held in the office of the Registrar, RGNUL on 16.05.2025 at 3.00 PM. Queries/suggestions in this regard should reach latest by 11.00 AM on 15.05.2025 either

through registered post or email cmw@rgnul.ac.in. No query after this date shall be entertained. The University reserves the right to accept or reject the query/suggestion.

- 7. The Agency/ caterer are advice to visit the University before quoting the rates in order to examine the scope of work and other conditions. No additional charges arising from any misunderstanding or otherwise shall be permitted.
- 8. The conditional tenders contrary to DNIT will not be accepted.
- 9. The Tender of any bidder or all the bidders can be rejected on the recommendations of the committee or due to any administrative grounds without assigning any reason.
- 10. The bidder should keep checking the website for any Agenda/ Corrigenda in the notice/ bidding document till the last date of submission for online Bids.
- 11. Bidders / contracting firms should have completed only in their own name & style, similar works during the last five years:.
- 12. E-Tenders are invited from service providers in catering business for providing Breakfast, Lunch, Evening Tea, Snacks and Dinner to the students in the mess (s) of one for Boys Hostels approx capacity 500 each) and one for Girls hostel, approx capacity 500) of the University at designated hours for the academic session 2025-2026 likely to commence from July, 2025 to May/June, 2026. However, the strength of students may vary from hostel to hostel. The duration of the contract may be extended by the competent authority. The diet of the students of a hostel will be THREE TIME MEALS AND EVENING TEA SNACKS and the rates are required to be projected accordingly by each bidder inclusive of all taxes, if any and bidder also provide rates for various university functions for academic session 2025-2026 as per tentative menu. The scope of work includes on-site cooking and serving of food to hostel residents and Guest House, Various venue at university premises.
- 13. The tender process should be submitted in two-bid system (i.e.) Technical bid and Financial (Price) bid.
- 14. The caterer will have to make arrangement/ensure that the veg and non-veg food preparation, food Serving, cooking, cooking utensils, utensils, washing all are separately done.
 - (A) One similar completed work order value more than Rs.40 lakhs. With Completion certificate.
 - (B) Two similar completed work order value more than Rs.30 lakhs. With Completion certificate.
 - (C) Three similar completed work order value more than Rs.20 lakhs.

With Completion certificate.

- a. Similar nature of work means the running of the Canteens/mess/Guest House in institutions/ autonomous organizations/MNC/State & Central Government Colleges and offices.
- b. Price bids of only those bidders will be opened whose technical bids are found suitable and qualify the Eligibility Criteria and other terms and conditions as mentioned in the tender.
- c. Food Charges per student for providing THREE TIME MEALS AND EVENING TEA, SNACKS (as per tentative menu) for per month per student on the basis of quality and brand of standard products to be served as mentioned in the Daily Mess Menu for Breakfast, Lunch, Evening Tea, Snacks and Dinner.
- d. Any application submitted without a quoted price will be immediately rejected. The Final

selection will be considered to be given to the L1 i.e. the contractor who quoted the least amount and fulfil tender terms and conditions. The quoted amount should be inclusive of all taxes.

- 15. Bidder should have also furnish copy of valid enlistment, copy of PAN, EPF, ESI, GST Registration. No bid will be entertained without EPF and ESI registration number.
- 16. Average Annual financial turnover during the last three years ending 31.03.2025 should not be less than 50 Lakhs Per year.
- 17. If date of opening of Technical Bid/Financial bid, is declared holiday by RGNUL, the tender will be opened on the next working day.
 - Original documents can also be seen by the RGNUL, any document found fake at any time, the agency can be debarred & black listed & the earnest money or any other amount due to the respective agency can be forfeited RGNUL, Punjab reserve the right to forfeit under following circumstances:
 - (a) If for any reason whatsoever, any tenderer withdraws his/ her tender after last date of submission of tender and at any time prior to the expiry of the validity period of the tender or after issue of letter of intent/work order/ purchase order.
 - (b) If a tenderer fails to execute the order.
 - (c) If a tenderer fails to furnish the prescribed documents such as execution of agreement, performance bank guarantee etc. within stipulated period.
 - (d) If a tenderer fails to honour any other tender terms and conditions and stipulated timelines.
- 18. The applicant should be in catering business (excluding beverage and snacks services) for a minimum period of 03 years.
- 19. The bidder will abide himself by all the labour laws.
- 20. Financial bid is required to be submitted in Indian Rupees.
- 21. Quoted rates are deemed to be inclusive of all taxes including service tax.
 DNIT containing all terms and conditions can be seen in the office on any working day from 09.00 AM to 5.00 PM.
- 22. **Performance Guarantee/Security Deposit** Rs. 5Lac after award of contract value shall be deposited by the contractual agency within 10 days from the date of issue of the letter of intimation. Earnest money shall be released on receipt of the performance guarantee/ Security Deposit. The same shall be returned interest free on completion of the contract by RGNUL Punjab.

23. Other Terms & Conditions

- a. The Tenderer should have valid Food License.
- b. The Tenderer should not have been blacklisted by any Govt. Deptt./Semi- Govt./Deptt. Or any other organization and submit the undertaking for the same.
- c. The Tenderer should have Valid PAN, GST, and EPF, ESI registration.
- d. Tender is liable to be rejected without EMD & application fee. The tender should be produce the EPF & ESIC payment of the employee with monthly bills of the mess.
- e. In case any person sign the tender/agreement on behalf of a limited company or firm, letter of authority/resolution passed by the company /firm empowering him/her to sign the documents on behalf of company or firm shall be enclosed in the tender document.

24. Sub-contracting

Sub-contracting is not allowed, is the firm is found guilty order is liable to be cancelled & earnest money / performance guarantee / payment due will be withheld.

25. Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

26. Insurance

Personal injury or death of any work men/damage to RGNUL property shall be the responsibility of the Contractor.

27. OPENING OF TECHNICAL BIDS

- **A.** The Technically qualified bidders will be called for live test of their cooking skills in the presence of mess committee.
- B. The Financial Bids will be opened of the technically qualified bidders who have passed the live test of their cooking skills. The decision of the University /mess committee in this regard will be final and no requests etc. will be entertained from the bidders.
- C. EMD of the unsuccessful bidders will be returned, without interest, on or before 45 days from the date of award of contract to the successful bidder.

28. PERIOD OF CONTRACT

The contract for catering services for Boy's, Girl's Hostel Mess, Guesthouse, various university functions catering shall remain valid initially for a period of One year. Initially the contract will be given for one academic year subject to fulfillment of the conditions mentioned in the offer letter and likely to be extended on the recommendations of committee of approved by the competent authority. After reviewing the performance, the contract may be considered for renewal up to a maximum of two more academic years at the sole discretion of the competent authority. Moreover, at the time of renewal, the committee will be empowered to recommend a reasonable increase/decrease in the rate per person per day to provide for (i) any increase/decrease in the cost of raw material, (ii) changes in the menu/student and staff strength. However, discretion of the same lies with the competent authority of the University.

29. ELECTRICITY AND WATER CHARGES

- (I)The Contractor shall have to pay to the University electricity charges as per actual Per Month. Water charges lump sum 3000/- per month for each mess.
- (ii) The contractor shall also be paying the monthly rent of Rs. 15,000/- + 18% GST = 17700/- per month for use of infrastructure at the Hostel's Mess for both boys, girls separately.

30. STATUTORY OBLIGATIONS OF THE CONTRACTOR

- The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing proper Mess services at RGNUL Punjab campus. The contractor shall carry out pre - medical test from University Health Centre of its staff. This test has to be performed every six months for all the Mess staff.
- 2. The employees of the Contractor should possess good health and should be free from any

- diseases, especially contagious and frequently recurring diseases.
- 3. The Contractor will, prior to the commencement of the operation of contract, will make available to RGNUL Punjab the particulars of all the employees who will be deployed at the University's premises for running the hostel mess, Guesthouse catering. Such particulars, include Aadhaar card of the employees.
- 4. The Contractor shall be responsible for statutory obligations and its compliances.
- 5. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any illegal activity.
- 6. Employment of child labor is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- 7. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the University by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the University. As a result of the acts of the Contractor, if the University is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the University or the University reserves the right to recover such amount from the Contractor while settling his/her bills or from the amount of Security deposit of the Contractor lying with the University.
- 8. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking places, dining halls and surroundings, etc.
- 9. The Contractor shall at all times keep indemnified the principal employer, namely, RGNUL Punjab, Head of the University and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the contractor at his/her own cost take initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.
- 10. The Mess staff shall be issued Identity Cards bearing photographs. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them at all times and maintain them properly.
- 11. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to University's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by RGNUL Punjab authority. The decision of the University's designated officer in this regard shall be final and binding on the Contractor.
- 12. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.
- 13. The Contractor shall keep the Hostel and Guesthouse kitchen, Dining hall and its surrounding areas clean and up to date and maintain sanitation every day after the services are over. The cleaning includes cleaning of kitchen, mess hall, floor, counter, benches, tables, chairs, etc. RGNUL Punjab, management will have 24-hour access to inspect the mess premises at any time for ensuring the cleanliness and hygienic conditions of the kitchen and dining hall premises.
- 14. The University reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Hostel. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended by the Contractor.

15. The Contractor shall get the prices of all items approved by the University and no changes, what- so-ever shall be made without prior written approval of the University.

31. OTHER OBLIGATIONS OF THE CONTRACTOR

- 1. The Contractor will use only branded raw materials for preparation of items.
- 2. The University will provide to the Contractor space for storing raw material, for cooking, sitting and serving space, etc. The University shall also provide tables and chairs in the serving area. The necessary kitchen equipment's for preservation of perishable items to be purchased by contractor only.
- 3. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, and equipment's provided by the University is damaged. Any damages done to the same or any other property will have to be repaired/replaced by the Contractor, failing which the same will be got done by RGNUL Punjab at the contractor's risk and cost. In this regard, the decision of the designated officer of RGNUL Punjab shall be final and binding on the Contractor.
- 4. All work shall be carried out with due regard to the convenience of RGNUL, Punjab, The orders of the concerned authority shall be followed by the contractor.
- 5. The Contractor will have to supply breakfast/lunch/dinner in the RGNUL premises as per requirement for University Functions.
- 6. The Contractor shall install electronic fly kill / insect repellent equipment, emergency lighting /gas and fuel supply at his own cost.
- Storing/supply/sale and consumption of drugs, alcoholic drinks, Pan-masala, Guthka, cigarettes or any other items of intoxication are strictly prohibited in the University's campus, including Hostel Mess and Guesthouse.
- 8. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever RGNUL Punjab. University shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against RGNUL, Punjab for employment or regularization of their services by virtue of being employed by the Mess Contractor.
- 9. The Contractor shall ensure that either he/she himself/herself or his/her representative is available for proper administration and supervision at the works to the entire satisfaction of the University.
- 10. The Contractor shall not use the Mess/Guesthouse premises for any other activity except for the purpose for which it has been engaged for.
- 11. In case there are large number of complaint regarding the meal, matter shall be investigated by the committee and the university may impose financial penalties for non-maintenance of hygiene or of sub- standard material etc. In addition to financial penalties, Penalty meal may be ordered.

32. PAYMENT

The payment in respect of Mess/Guesthouse/functions bills of the University submitted in duplicate by the Contractor shall be released subject to fulfillment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc.

applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper authorization by the designated authority of RGNUL, Punjab will not be processed. TDS/TCS, as applicable at the prevailing rates, will be deducted at source. In the event, if there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not claim for any kind of interest.

33. TERMINATION OF THE CONTRACT

- 1. The Contract can be terminated by RGNUL, Punjab with a short notice i.e. 30 days and contractor should give minimum period of 03 months' notice.
- 2. However, RGNUL, Punjab reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. RGNUL, Punjab decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
- On termination of the contract, the Contractor will hand over all the equipment/furniture/articles etc., supplied by RGNUL, Punjab, in good working condition, back to RGNUL. Failing which, the entire cost of the same will be recovered from Security Deposit.
- 4. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the trial period of three months from the date of taking over charge of the Mess services, RGNUL, Punjab reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

34. PENALTY

- Failure to supply food in terms of quality, quantity and as per the menu will attract penalty. For not adhering to contractual conditions, Mess Co-ordinator / Warden with the consultation of University management shall be free to impose monetary fine as deemed fit on the contractor. Fines imposed shall be adjusted against payment due to the contractor.
- Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of minimum Rs. 1,000/- for each occasion will be imposed.
- 3. Items like **Aji-no-moto**, **Baking soda**, **coloring items** etc are banned and they should not be used. If they are found in the kitchen premises penalty of minimum Rs. 1,000for each occasion will be imposed.
- 4. Kitchen should be kept clean. If it is not kept clean, a fine of minimum Rs. 5,000/-for each occasion will be imposed.
- 5. For damages caused by the contractor to the kitchen equipment's, vessels and other items supplied by the licenser, twice the cost of the equipment will be recovered or same equipment to be provided by the contractor.
- 6. Any complaint of insects cooked along with food found in any food item would invite a fine of minimum Rs. 5,000/-on the contractor.

- 7. Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of minimum Rs.5,000/-per complaint.
- 8. Any complaint of stones / pebbles will attract a penalty on the contractor which can range between minimum Rs.5,000/- to Rs.50,000/- depending on the size of the stone/ pebble per complaint.
- 9. Five or more complaints of unclean utensils in a day would lead to a fine of minimum Rs. 1,000/-on the contractor.
- 10. If staff canteen/mess committee agrees that certain item of a meal was not cooked properly then a fine of minimum Rs. 1,000/- would be imposed on the contractor.
- 11. Changes in approved menu of any meal without permission of staff committee/warden/mess committee would result in a fine of minimum **Rs. 1,000/-** on the contractor.
- 12. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of minimum **Rs. 5,000/-** on contractor for every instance.which may be increased by the Administration.
- 13. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee with consent of the wardens.
- 14. Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine in cash and/or termination of the Contract.
- 15. In case there are large number of completes responding the meal, matter shall be investigated by the committee and the university may impose financial penalties for non-maintenance of hygiene or of sub- standard martial etc. In addition to financial penalties, Penalty meal may be ordered.

35. JURISDICTION

Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by arbitration system. Thereafter only, legal recourse under jurisdiction of RGNUL Patiala Court only will be possible. The language of communication will be English only.

36. TERMS AND CONDITIONS

- 1. Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender documents will be rejected.
- 2. Before submitting the tender, details of documents to be attached may be verified from the check list given.
- 3. The Tenderer must write his name & complete postal address with telephone number of the bidding firm.
- All pages of the Tender Document must be signed by the authorized signatory with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
- 5. RGNUL Punjab reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on- the-spot firsthand information regarding the quality and quantity of food and services provided by the Tenderer. Decision of University with regard to award of the contract will depend upon the feedback received by it from the previous/present clients and also from its team(s) deputed for the purpose. The decision of the University in this regard will be final and binding on all bidders.
- 6. Tender shall be submitted only on Punjab E-procurement system. If submitted in any other manner, the same shall be summarily rejected. No bidder will be issued more than one Tender Form.
- 7. The name and address of the bidder shall be clearly written in the space provided

- for the purpose and no over-writing, correction & insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the Tender is liable to be rejected.
- 8. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
- 9. The University reserves the right to reject any or all the tenders without assigning any reason
- The University reserves the right to change any condition of the tender before opening of the Technical Bids.
- 11. The successful bidder will have to enter into an agreement with the University (as per draft agreement given in Annexure before taking charge of the Hostel Mess/Guesthouse and commencement of the Hostel/ Mess/Guesthouse catering work.
- 12. Canvassing in any form will make the tender liable for rejection.

Registrar