

TENDER DOCUMENT

E-Tender Notice No: 01/T/2023-24/RGNUL

Dated: 27 /04 /2023

Name of the work:- Catering Services of Boys & Girls Mess at RGNUL Campus, Patiala. For the Academic Session 2023-24.

VOLUME – I



Rajiv Gandhi National University of Law, Punjab.

E-TENDER NOTICE**NIT No. 01/T/2023-24/RGNUL****DATED 27.04.2023**

RGNUL invites e-Tenders in two bid system, i.e., Technical Bid & Commercial (Price) Bid for the work as mentioned below are invited from Service Providers in Catering Business, who have experience of providing such services for a minimum period of three years as counted up to 31-03-2022:, fulfilling the qualifying criteria as per bidding documents, on a two bid system for the below noted work. Bids be received up to **11.30 AM on 12.05.2023**

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 at RGNUL Campus, Patiala. For the Academic Session 2023-24.	-----	Rs.1.5 Lac	2,000/- + 18% GST	10,000/- + 18% GST	Academic Session 2023-2024 (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 27.04.23 11.00 AM to 12.05.23 Up to 11:00 AM	12.05.23 Up to 11.30 AM	15.05.23 At 11.30 AM	20.05.23 at 12.30 PM

Terms & Conditions:-

1. It is mandatory for the interested bidders/ contractors to get themselves registered with www.tenderwizard.com/PUNJAB & 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).
2. 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 conference shall be held in the office of the Registrar, RGNUL on 10.05.2023 at 3.00 PM. Queries/suggestions in this regard should reach latest by 11.00 AM on 10.05.2023

Contractor

Witness

Registrar

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 conditional tenders contrary to DNIT will not be accepted.
8. 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.
9. 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.
10. Bidders / contracting firms should have completed only in their own name & style, similar works during the last five years:.
11. **E-Tenders are invited from service providers in catering business for providing Breakfast, Lunch, Evening Tea 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 2023-2024 likely to commence from July, 2023 to May/June, 2024. 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 and the rates are required to be projected accordingly by each bidder inclusive of all taxes, if any. The scope of work includes on-site cooking and serving of food to hostel residents.**
12. The tender process should be submitted in two-bid system (i.e.) Technical bid and Financial (Price) bid.
13. The tender is floated for boys and girls mess. Two contractors/bidders with L-1 price and on conditions shall be allotted the boys/girls mess by RGNUL. The allocation of the mess shall be the sole discretion of RGNUL. The RGNUL resume the right to rotate the contractor of boys/girls hostel mess. The price for both the mess shall be same.
14. Only one technical bid is to be submitted by the bidder for this tender process however separate financial bid is to be submitted for each hostel depending upon the turnover with the condition that a bidder will be allotted only one mess for both the bidder rate will same as lowest L-1 Bidder rates. The turnover requirement is mentioned in following table:
15. The caterer will have to 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.

***Similar nature of work means the running of the Canteens/mess in institutions/ autonomous organizations/MNC/State & Central Government Colleges and offices.**

***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.**

- (a) Technical Bid contains information regarding Business Turnover in the form of copies of audited balance sheets, experience certificates of providing catering services for the last three years and other details of the agency/firm/service provider/company as mentioned in the schedule of Technical Bid Performa and Financial Bid Performa of the tender to judge the suitability of the caterer for providing catering service in the mess.
- (b) Financial (Price) Bid contains information with regard to
 - (i) Establishment charges (electricity bill, wages to mess workers, service charges, Employee provident fund payments, rent on cooking equipment's / tools / cooking gas, and other fixed charges etc.) per student per day.
 - (ii) Projection of Food Charges per student for providing THREE TIME MEALS AND EVENING TEA (Base menu) for per day 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 and Dinner. The lowest (L1) bidder will be decided on the basis of calculating the rates quoted (Add (i) + (ii)). Per day charges will be calculated as (Per month charges *12)/365.
 - (iii) The bidder must quote separate rate for extra items.
 - (iv) 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. **Minimum amount to be quoted must not be below 3500/- per month.** However, no bid below 3500/- per month shall be considered for this tender. The quoted amount should be inclusive of all taxes.

16. **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.**

17. **Average Annual financial turnover during the last three years ending 31.03.2022 should not be less than 50 Lakhs Per year.**

18. 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

EMD 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.

The EMD submitted by the tenderers will be refunded without interest as per the details given below:

(a) **To Unsuccessful Tenderer:** Within reasonable time of acceptance of work order by successful tenderer or 45 days from the date of opening of tender, whichever is earlier.

(b) **To Successful Tenderer:** Shall be refunded within 10 days after receipt of the performance guarantee/ Security Deposit of Rs. 5 Lacs.

19. **The applicant should be in catering business (excluding beverage and snacks services) for a minimum period of 03 years.**
20. The bidder will abide himself by all the labour laws.
21. Financial bid is required to be submitted in Indian Rupees.
22. 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.
23. **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.
24. **Other Terms & Conditions**

The Tenderer should be registered with the Competent Authority and should have **valid Food License**.

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.

The Tenderer should be registered with the Competent Authority and should have PAN/TIN number, GST, PF & ESI registration.

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.

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.

Tenders of incomplete nature or without proper documents uploaded on Punjab E-procurement system, including without EMD and application fee will be rejected.
25. **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.
26. **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.
27. **Insurance**

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

28. Disputes and Arbitration.

If any dispute or difference of any kind what-so-ever shall arise between the RGNUL, its authorized representative and the contractor in connection with or arising out of this contract for the execution of work there under.

29. Extension of the Intended Completion Date

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Competent Authority (with corresponding time extension in Performance Guarantee) within thirty days of the date of hindrance (before the expiry of time limit) on account of which he desires such extension as aforesaid and the Registrar, RGNUL shall, if in his opinion which shall if find reasonable grounds be should therefore authorize such extension of time, if any, as may in his opinion be necessary or proper.

30. 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.**

31. PERIOD OF CONTRACT

The contract for Catering services for Boy's and Girl's Hostel Mess 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 component 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.

FORFEIT OF EMD

- A. EMD of the successful bidder shall be liable to be forfeited, if the contractor does not fulfill any of the following conditions:**
 - a. An agreement is not signed in the prescribed form within ten days of the receipt of the Award of the Contract on Punjab E-procurement system.**
 - b. The Contractor does not commence catering services as per the Terms and Condition of tender document.**
 - c. If the successful bidder withdraws or alters the terms of the tender, In such case, the Earnest Money Deposit (EMD) shall be forfeited.**

32. ELECTRICITY AND WATER CHARGES

(I) The Contractor Shall have to pay to the University electricity & water charges as per actual Per Month inclusive of GST.

(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 and girls separately.

33. STATUTORY OBLIGATIONS OF THE CONTRACTOR

1. 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. 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 place, dining hall 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 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.

34. 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. free of cost. 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 hostel Mess premises as per requirement.
6. The Contractor shall install electronic fly – kill / insect repellent equipment, emergency lighting /gas and fuel supply at his own cost.
7. 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.
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 premises for any other activity except for the purpose for which it has been engaged for.
11. 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. PAYMENT

1. The payment in respect of official hospitality 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.
2. All payments and receipts would be rounded off, i.e., 50 paisa or above will be rounded off to the nearest higher rupee and paisa less than 50 shall be ignored.

36. TERMINATION OF THE CONTRACT

1. The Contract can be terminated by RGNUL, Punjab with a short notice i.e. 15 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.
3. 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.

37. PENALTY

1. 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.
2. 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. 1,000/- for each occasion will be imposed.
4. Kitchen should be kept clean. If it is not kept clean, a fine of minimum Rs. 1,000/- 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. 1,000/- on the contractor.
7. Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of minimum Rs. 1,000/- per complaint.
8. Any complaint of stones / pebbles will attract a penalty on the contractor which can range between minimum Rs. 1,000/- 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. 1,000/-** on contractor for every instance.
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. Management Committee will impose any of the penalties. The contractor may appeal to the RGNUL Management for reduction/waiver of penalty. The decision of the University Management shall be final.
16. In case there are large number of complaints 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.

38. 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.

39. 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.
4. 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.
10. 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-IV before taking charge of the Hostel Mess and commencement of the Hostel/ Mess work.
12. Canvassing in any form will make the tender liable for rejection.

Registrar

TECHNICAL BID
PROPRIETARY/COMPANY/FIRM PROFILE

I. Name of the Company/Firm and
 Complete registered address :

1(a) Legal Status (Individual,
 Proprietary firm, Partnership firm,
 Limited Company
 or Corporation) :

1 (b) Has your company/firm ever
 Changed its name any time? If so, when,
 the earlier name and the reason thereof? :

1(c) Were you or your company
 ever required to suspend
 catering services for a period of
 more than 06 months
 continuously after you
 commenced the catering
 services? If so, give the name of
 the contract and reasons
 thereof. :

1(d) Have you or your constituent
 ever left the contract awarded to
 you incomplete?
 If so, give name of the contract and
 reasons for not completing the contract. :

2. Name & Designation of the Contact
 Person: Tel. No(s):
 Mobile
 No(s):
 Fax
 No(s):
 E-mail address:

3. Year of commencement of Business:

4. Statutory Details (combined Photocopy to be uploaded):

Registration No. of the

Firm: **Food License &**

FSSAI Certificate:

PAN No:

TAN No:

RPFC –

Registration No:

ESIC Registration

No:

EPF Registration

No.

GST Registration

No:

5. Income Tax Assessment Completion Certificates for the financial years **2019-20, 2020-21 and 2021-22**. (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reason for non-completion of the assessment for the required years may be indicated).

6. List of present and past clients (Please use separate sheet for each) as per the following format. The information provided will facilitate evaluation of your Technical Bid: Sr. No.	Name of the organization with complete postal address	Name & designation of the Contact Person with Tel/Mobile No(s)	Date from which the contract was awarded	No. of persons deployed by your firm	No. of persons served

7. Volume of business done during the last three years (Please submit documentary evidence) (Rs. in Lakh) Details of annual financial turnover (Gross). Turnover Certificate Certified	2019-2020	2020-2021	2021-2022

Contractor

Witness

Registrar

by Chartered Accountant.			
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Annexure - I

To,

**Registrar
Rajiv Gandhi National University of Law Patiala,
Punjab**

BID No. Dated

Name of Work: Catering Services of Boy's & Girl's

Subject: Undertaking for full compliance with tender terms and conditions

Dear Sir,

We hereby confirm that our bid is 100% complied with the tender terms and condition and if the University finds any deviation in our technical bid, our bid may be rejected.

Thanking You,

Sincerely,

For _____

Authorized Signatory

UNDERTAKING

It is certified that I/ my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Reputed Educational Institution/ Public Sector Undertakings of the Government of India or Government of Punjab or any other State Government and no criminal case is pending against the said firm/ agency as on _____

Signature of the Tenderer Name of the
Signatory Name of the Firm/Agency Seal
of the Firm/Agency

Place:

Date:

Annexure - III**EMD DETAIL**

DATE	AMOUNT	TRANSACTION ID	UTR No.

Upload SBI collect receipt along with EMD detail

APPLICATION FEE

DATE	AMOUNT	TRANSACTION ID	UTR No.

Upload SBI collect receipt along with application fee detail

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED In CATERING SERVICES/MESS WORK.

- a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and the course of employment.
- b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more, on death, the rate of 15 days wages for every completed year of service. The Act is applicable to establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the principal employer by Law. The principal employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of principal employer, if they employ 20 or more contract labour. (In the present Contract, the Contractor alone shall be the employer or the principal employer for all intents and purposes and under no circumstances shall the Employer or the Engineer be reckoned or treated as the principal employer.)
- f) Minimum Wages Act 1948:- The employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979:- The Act provided for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly

set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Dispute Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer on matters provided in the Act and gets the same certified by the designated Authority.
- l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986:- The act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the Bidders or any sub-contractor hired by the main Bidders get registration under Section 7 of this said Act. Similarly, all the construction workers shall get registration under section 12 of the Act. The registration under section 7 and 12 shall be submitted with the bill. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
 - 1. Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

QUALITY OF INGREDIENTS AND OTHER ITEMS:

The ingredients used must be of reputed brands, some of which have been listed below:

S No	Name	Brand Preferred
1.	Salt – Iodized	Tata, Annapurna, Nature Fresh, Reliance, Saffola, Patanjali
2.	Rice	Head Sela rice of India Gate, Dunar, Best, Kohinoor, Amira, Markfed, Tibar, Patanjali
3.	Spices	MDH, Satyam, Badshah, MTR, Everest, Catch, Patanjali
4.	Ketchup	Maggi, Kissan, Heinz, Patanjali
5.	Jam	Kissan, Tops, Safal, Druk, Patanjali
6.	Oil	Ricella, Sundrop, Godrej, Saffola, Fortune, Markfed, Reliance
7.	Pickle	Tops, Priya, Mothers, Patanjali
8.	Chakki Atta	Ashirvad, Pilsbury, Annapurna, Rajdhani, Markfed, Shaktibhog
9.	Noodles	Maggi
10.	Butter (Pasteurized Only)	Amul, Verka, Mother Dairy, Britannia, Markfed,
11.	Milk (4.5% fat) / Dahi (4.5% fat) / Paneer (prepared from milk having 4.5% fat)	Amul, Mother Dairy, Verka
12.	Tea	Brooke Bond, Lipton, Tata, Goodrick, Red label
13.	Besan	Rajdhani, Shakti Bhog
14.	Dal	Mangatram, Rajdhani, Tata, Patanjali, Markfed, Vaag
15.	Bread	Bonn, Cremica, Britannia
16.	Ice Cream	Vadilal, Kwaliti Walls, Mother Dairy, Cream Bell.
17.	Sooji/Maida	Rajdhani, Natureland Organics, Organic Tattva, Pro Nature
18.	Soyabean	Saffola, Nutrela, Fortune, Pushp.

1. Brand of any other item required or any of the above items, in case of non availability of above brands, will be mutually decided by the Hostel Mess Committee and the competent authority.

Contractor

Witness

Registrar

2. Egg should be purchased from reputed vendor and of good quality.
3. The caterer shall procure only good quality fresh vegetables from the market. Storage of vegetables for more than 1 (one) day in summer months and 3 (three) days in winter months at a stretch shall not be permitted. However, the caterer shall ensure that a sufficient stock of other raw material is available in the store for consumption for a minimum period of 15 (fifteen) days. The Mess Committee shall have the right to check the quality of food articles and vegetables at any time.

NOTE CONCERNING MENU:

1. For lunch and dinner a variety must be ensured. Daal of different types must be served on different days and for lunch and dinner. This may include the following: Raajamah, Chanaa White, Chanaa Black, Daal fried; Urad sabut with raajamah, Moong dhuli, Moong sabut, Moong chilke wali, Masur Dhuli, Masur Sabut, Chana daal, Arhar Daal, Lobia/ raungi etc. No daal must be served more than twice during a week. Similarly, the vegetables of different varieties preferably, seasonal vegetables, must be served. The same vegetable must not be served more than twice during a week. The contents of potato in any cooked vegetable must not be more than 25% except when potato vegetable is identified in the menu.
2. The detailed daily meal wise menu specifying the daals and vegetables to be served will be identified in the beginning of each month by the competent authority. It will be mandatory for the caterer to serve this menu. In case of any difficulty in the same, Wardens of the concerned hostel must be informed well in time.
3. The caterer will be required to provide Khichri or any other suitable item for sick residents in lieu of the regular meals.
4. The caterer will not serve any item which has not been approved by the competent authority beforehand.

Tentative Mess Timings:

The following timings will be followed:

Breakfast:	8:00 AM to 9:30AM on weekdays (Monday to Saturday)
	8:30 AM to 10:30AM on Sundays and University

Holidays

Lunch:	01:00 PM to 3:00PM on weekdays (Monday to Saturday)
	1:00 PM to 3:00PM on Sundays and University Holidays

Evening Tea:	5.00 PM to 6.00 PM on all days
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Dinner:	08:00 PM to 10:00PM on all days.
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Note: The above schedule is subject to change by the order of component Authority.

Existing Boy's Hostel Mess Menu

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast (8:00 AM to 9:30 AM)	Aloo Parantha, Curd, Boiled Eggs, Banana, Butter	Vada Idli Sambhar, Cocunut & Red Chutney Muesli, Coffee, Apple	Sev Moongfalli Poha, Coleslaw Sandwich, Boiled Eggs	Pordridge (Dalia), Aloo Tawa Sandwich, Coffee, Apple	Paneer Parantha, Boiled Eggs, Curd, Butter	Egg Bhurji, Veg Cutlet+ Bread Toast, Coffee, Apple	Timing (8:30 AM to 10:30 AM) Poori Channa, Aloo Sabzi, Milk, Tea, Pickle, Boiled Egg;
Lunch (1:30 PM to 3:00 PM)	Dal Makhani, Paneer Bhurji, Chapati, JeeraRice, Salad	Rajma, Jeera Rice, Aloo Sabzi, Boondi Raita, Roti, Salad	Cholle Bhature, Zeera Chaach	Baingan Bharta, Dal-Palak Jeera Rice, Roti, Salad	Chole Kulche, Mint Raita, Sirka Masala Pyaaz, Salad	Chilly Nutri, Arhar Dal, Roti, Jeera Rice, Salad	Uttapam + Sautted Vegetables including Broccoli, Seviyaan Kheer
Snacks 5:00 PM to 6:00 PM)	Samosa, Tea, Neembu Pani	Spring Rolls, Tea, Rooh-Afza	Vada Pao, Fried Hari Mirch, Mazza Juice Pack, Banana, Tea	Sprouts Chaat, Neembu Pani, Tea	Chaat Papri, Tea, Rooh-Afza, Banana,	Hot Paneer Patty, Neembu Paani, Tea	Mix Pakoda, Mazza Juice Pack, Tea
Dinner 8:00 PM to 10:00 PM)	Bhindi + Moong Dal, Roti, Rice, Salad	Mix Dal, Geeya Kofta, Roti, Rice, Salad, Ice Cream	Shahi Paneer, Kadhaai Chicken, Moong Dal, <u>Laccha Parantha</u> , Rice, Salad	Gravy Mushroom, Mix Veg with Paneer, Gulab Jamun , Roti, Rice, Salad	Egg Curry, Kadhaai Paneer, Ice Cream, Salad	Fried Rice, Manchurian, Noodles, Salad, Dal+Roti	Veg Paneer Biryani (<i>without Aloo</i>), Chicken Biryani, Green Chutney, Raita ,Stick Kulfi
Dairy Products- Verka				No mixing of Rice from Leftover			
1) Cold Milk, Hot Milk, Tea, Bread-Jam & Cornflakes will be available on all days for the breakfast							
2) White Sauce Pasta with Corn to be served in Breakfast on every 3rd Saturday							
) One Cube of Butter to be mandatorily given to everyone, second cube is optional provided the same is not wasted .							

*Provision of food for fasting students without onion/ garlic in Navratri

**Provision of special menu on festivals as to be decided by the mess committee.

Existing Girl's Hostel Mess Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY [8:00-10:30 am]
BREAKFAST (7:30-9:30 am) (Fruits)	Gobhi parantha + Dahi + Butter + Coffee + Fruit	Veg cutlet+ bread toast + Meetha dalia + green chutney + Fruit	Aloo Sandwich+ Vermicelli+ Boiled Eggs	Cold Sandwich + Poha + Fruit	Mix Parantha + Dahi + Butter + Coffee + Fruit	Upma+ Uttapam + sambhar + cold sandwich + coconut chutney + Red	Pao Bhaji+ Butter+ Chutney + Boiled Eggs+ Lemons + Coffee
LUNCH (1:00-3:00pm) (Salad with all)	Kadhee pakoda + aloo methi +roti+ rice +salad+gulab jamun	Rajma +Jeera Aloo+ Green chutney+ raita+ rice+ roti+salad	Black Channa Gravy+ Paneer Bhurji+ Rice+Roti + Kulfi	Mix Veg+ dal makhani + jeera rice+methi/dal parantha +salad + Raita	Chole Bhature +Green Chutney + Meethi Chutney+ rice+roti+ salad	Rajma+ Sarso ka saag + Green chutney + Rice +Raita + Roti	Poori Channa + Aloo Sabzi + Rice + Atta/sooji halwa
SNACKS (4:45-6:00pm)	Macroni+Tea+ Roohafza	Spring Roll+ Mazza + Tea	Samosa+ Green Chutney+ Tamarind Chutney +tea	Bread Pakora+Tea+ Bhujia packet	Bhel Puri+ Tea+ Rasna	Sweet Corn+tea+ Nimbu pani	Papdi Chaat (Dahi+Green Chutney+ Imili chutney) + tea
DINNER (7:45 + 9:45pm) (Salad with all)	Matar Paneer +Roti+ Rice+ Arhar Dal+Salad	Gajar matar + Mixed Dal+Roti+ Rice+Raita	Veg Biryani + Chicken Biryani + Mint Raita	Aloo Beans + Egg Curry+ Mix Dal + rice+ roti	Palak corn + Dhuli moong Dal+rice+roti +	Manchurian Gravy + Halka Noodles+ Fried Rice	Shahi Paneer + Butter Chicken + Arhar Dal + Rice + Roti + Salad

Compulsory:

Tea - 2times (Less Sugar)

Hot+ cold milk in breakfast daily

Brown+ white bread+ Jam in breakfast daily

Salad = cucumber+onion+chilies + carrot + radish

Cornflakes in breakfast daily

***Provision of food for fasting students without onion/ garlic in Navratri**

****Provision of special menu on festivals as to be decided by the mess committee.**

Contractor

Witness

Registrar

CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID

1. EMD receipt of Rs.1,50,000/-
2. TENDER application fee receipt of Rs. 11800/- (inclusive of GST)
3. Assessment Order (Certificate) for the last three years.
4. Contractor PAN, TAN & GST and Food License photocopies FSSAI Certificate.
5. Certification of full compliance of Tender document (uploaded by the contractor as per annexure I).
6. Undertaking regarding never been black listed (annexure II)
7. EMD detail & Application fee (annexure III) (please also attach SBI collect receipt alongwith the annexure-III)
8. Documentary evidence in support of the following:-
 - ❖ Number of years of experience in running Mess in educational University /offices /organizations /hospitals /places of public utility /institutions along with number of persons availing the services offered by the contractor.
 - ❖ List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently providing catering services. Names, designations and telephone numbers of concerned officers in the respective organizations/institutions may also be indicated.

TERMS & CONDITIONS FOR MESS CONTRACT:

The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of **Rs 300/-** as per the details given in the tender document (Annexure).

ANNEXURE

To be submitted after the award of the contract by RGNUL

(AGREEMENT ON NON-JUDICIAL STAMP PAPER OF Rs.300/-)

CONTRACT AGREEMENT OF Serving Breakfast, Lunch, Evening Tea and Dinner at designated hours to the students in the Mess of Boys and Girls Hostels of the University for the academic session 2023-24 at RGNUL campus, Patiala. .

An agreement for the Mess (s) of Boys and Girls Hostels of Serving Breakfast, Lunch, Evening Tea and Dinner at designated hours to the students in the Mess of Boys and Girls Hostels of the University for the academic session 2023-24 at RGNUL campus, Patiala. is made between Sh. _____ S/o/D/o

Sh. _____ address _____

_____ (hereinafter called the Caterer) on the one part and the Registrar, RGNUL campus Punjab, Patiala on the other part whereas competent authority, RGNUL has agreed to award contract for a period from **July 2023 to May/June-2024**. If competent authority RGNUL desires the contract tenure may be increased on the basis of terms and conditions agreed upon between the Caterer and the University. Now these present witnesses and the parties respectively agree as follows:

1. It will be open to the tender committee or his designated competent authority to add/delete/change or modify any of terms and conditions of the contract. The Registrar or his designated competent authority also reserves the right to impose any condition/penalty and issue any instruction, as he/she may deem fit at any stage during the period of contract.
2. The caterer shall abide by all the instructions issued from time to time by the University authorities. If there is any type of indiscipline by the caterer or his workers in the hostels/University, it shall be viewed seriously. In case it is found that the terms and conditions are not complied strictly by the caterer OR the caterer whose performance is not found satisfactory OR in case of any type of complaint from the students, the Registrar reserves the right to cancel the contract at any stage without assigning any reason what so ever OR impose a penalty of Rs. 2500/- (Rupees Two Thousand Five Hundred) per day for as many days as are considered necessary in the facts and circumstances of the case OR forfeit the contract security OR withhold collection of mess bills OR forfeit the same OR impose any type of action (s).
3. Food poisoning, shall invoke a hefty fine beyond the limit of any fine mentioned above as decided by the competent authority, along with cancellation of contract and possible blacklisting of the caterer.

4. The Registrar will have the right to review the working of this agreement from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this agreement or that his working is unsatisfactory, the Registrar may curtail the agreed period of this agreement and terminate this agreement with a notice period of one month, and make good any losses suffered by the University out of the security deposit made by the Caterer.
5. Dispute with regard to the execution of the contract, if any, shall be subject to the jurisdiction of Patiala only.
6. Contract is non-transferable and subletting of the same is not permitted.
7. University authorities have right to inspect mess preparations, accounts, stores and servant dormitory, etc. at any time. Alcohol Breath Analyzer may be used by the University authorities at random to confirm the intoxicated condition of any of the mess worker/employee of the contractor.
8. The University shall provide necessary area/premises, i.e., one dining hall, one kitchen and requisite furniture and gadgets and contractor shall be responsible for the proper maintenance of both, the premises as well as the furniture, fixtures and other gadgets provided by RGNUL. The responsibility for proper maintenance and safety/security of all fitting and fixtures will be of the caterer.
9. The caterer will be provided with accommodation, electricity, water supply in each hostel for running mess in the specified location Subject to payment as determined by RGNUL.
10. The residential accommodation for the caterer and his staff, if available, will be provided within hostel mess premises on payment basis.
11. The caterer shall be responsible for white wash in the mess once in a year.
12. The caterer is required to inform the name of his nominee for his/her due payment(s) related to the present contract towards the University in case of insanity or death of the caterer. Specimen signature(s) on agreement paper(s) shall be considered for the release of any type of contract related payment(s) to the caterer.
13. In the absence of the caterer for a longer period due to unavoidable circumstances, one responsible person must be nominated with valid specimen signatures on agreement paper, and who will be responsible for the execution of the contract in letter and spirit.
14. The premises of the mess will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the Competent Authority.
15. The caterer will not be permitted to franchise the Hostel Mess for any other commercial activity outside the scope of student hostel.
16. In case of any breakage/damage, the caterer shall be responsible for the repair of furniture and other electrical equipment's, which will be provided by the University for mess in the respective hostels, at his own expenses.
17. The caterer will surrender the mess premises peacefully within 48 hours of the expiry/termination of the contract.

18. The misuse of electricity or water shall be penalized.
19. The safety measures are to be provided by the caterer himself/ herself.
20. All items will be cooked in the kitchen of the hostel. No cooked item, will be brought from outside.
21. The caterer will provide the utensils for serving food including plates, tumblers, spoons etc. The caterer will provide also cooking utensil.
22. All the equipment brought by the caterer into the hostel premises must be registered with the Hostel Warden of the Hostels.
23. The caterer will be responsible for cleaning of the kitchen and the dining area, including the wash basins and the dustbins for maintaining proper hygiene.
24. The caterer undertakes to keep the premises, kitchen, dining room and other area connected there with neat, clean and tidy at all times and in accordance with the health/hygienic bye-laws.
25. The caterer shall not make any additions/alteration in the premises provided by the RGNUL, RGNUL, for use as kitchen and allied purposes to the caterer during the currency of this agreement and/or otherwise.
26. The caterer shall have no right or interest in the premises allotted for kitchen, dining hall and other allied purposes and he shall have no right or interest to remain in possession of the same at the end of this agreement or on the termination of the contract at any time.
27. The caterer would provide breakfast, lunch, Tea and dinner as per the details given in Mess Menu.
28. The food served by the caterer shall be wholesome and clean and the Registrar/RGNUL Authority (SFW)/Chief Warden(s)/Warden(s)/Caretaker(s) and/or any other competent authority at any time enter upon the premises allotted to the Caterer for the purpose of this agreement/contract and take away samples free of cost for the purposes of inspection, trial or analysis and the Registrar or any of the aforesaid officers' decision about the desirability or quality of the articles offered for the consumption in the dining hall shall be final.
29. A committee, nominated by the competent authority, will monitor the quality of the food and other items supplied by the caterer including services.
30. The RGNUL Authority may call for the advice of the Medical Officer of RGNUL Health Center/ Authorized Official on matters of hygiene in the Hostel Mess and such advice of the Medical Officer/Authorized Official shall not be contested by the caterer.
31. The caterer would provide a sufficient number of cooks, waiters and other servants in the kitchen, dining hall and mess and shall take all reasonable precautions to see that these waiters and servants while on duty attire themselves in the uniform approved by the competent authority and are professional, civil, sober and honest in their dealings with the hostel residents and staff and any other users of their services.
32. The caterer should also issue Photo Identity Card to its staff.

33. The caterer shall only employ in his service such persons whose antecedents have been verified by the police and who have also been medically examined at the caterer's own cost and to the satisfaction of the RGNUL authority. The caterer shall be required to give an undertaking to the RGNUL authority to this effect. No person with any criminal record will be allowed to work in the Hostel/University Mess and Safety measures are to be provided by the caterer himself/themselves.
34. Sufficient manpower shall be deployed for the effective service to the students.
35. One Supervisor/Munim will be provided by the caterer and is required to be always present during breakfast, lunch, evening tea and dinner. It is desirable that the same supervisor continues at least for one semester, in case of any change, the Hostel Warden/Caretaker should be informed.
36. No person below eighteen (18) years of age will be employed by the caterer for any purpose.
37. All the workers providing the services under this agreement shall be employees of the caterer and the RGNUL, shall not have an employer-employee relationship with the employees of the caterer. The caterer undertakes to keep the RGNUL, harmless and indemnified against any demand/claim of wages, employee provident fund (EPF), Employees Group Insurance and all other such dues as per their entitlement. The relationship between the caterer and RGNUL is purely contractual and RGNUL is not responsible and/or liable for the employees and for staff of the caterer.
38. The caterer shall get all necessary licenses from concerned authorities/departments and will be held responsible for any negligence on his part. The caterer will ensure and comply with the provisions of various municipal and other Rules/Regulations/Laws of the Government in respect of wages and other benefits to his employees from time to time.
39. The University shall not be the party in case any dispute that takes place between the caterer and his employees. Further the RGNUL is not responsible for any accident to the caterer's employees.
40. The caterer shall be responsible for deposit of EPF, Income Tax, Service Tax/VAT/ GST If applicable, etc. and all other statutory dues as applicable with the concerned authorities as per the rules and regulations of various regulating authorities.
41. The caterer shall be responsible for his/her workers and their benefits covered under labour law including insurance, EPF, ESI facility, etc. as the case may be.
42. It is mandatory for the contractor to submit the verified record from concerned officials related to payment of EPF, etc. on monthly/quarterly.
43. The caterer shall not engage any person suffering from infectious disease in the Mess.
44. Neither the caterer nor his employee/worker will consume liquor or take any other intoxicants in the hostel premises nor would they enter or stay in the hostel premises after having consumed tobacco/liquor/ intoxicant outside the hostel.
45. The caterer will ensure and comply with the provisions of various municipal and other Rules/ Regulations/ Laws of the Government in respect of minimum wages to be paid

to the workers and all other benefits to his employees as per the specified norms from time to time.

46. The University shall not be the party in case any dispute takes place between the caterer and his employees.
47. The caterer will have to register all his employees who will be working in the hostel premises along with a copy of their photographs, residential details to In-charge (Security), RGNUL.
48. The caterer will have to ensure that the employees are in clean and proper uniform and maintain personal hygiene and maintain discipline in the campus.
49. If any employee and staff member of the caterer in the opinion of RGNUL, is not rendering proper service or is otherwise guilty of any misdemeanor or is found otherwise undesirable, the caterer shall forthwith remove that person from the RGNUL, Campus, with immediate effect and replace him with a suitable person.
50. The service hours in the Hostel Mess shall be as given specified provided that the timings may be modified by the competent authority if and when considered necessary.
51. The caterer shall provide service to the hostel students only in the dining hall and no room service is allowed except to the sick students.
52. The caterer shall display the approved menu prominently in the dining hall.
53. The caterer shall maintain a suggestion book for recording of suggestions for improvement by the residents and the staff. Such suggestions, after having the approval of a Committee, to be set up by the Registrar should be forthwith acted upon by the caterer. The suggestion and complaint book should be kept open for the inspection of the residents and the competent authority / Dean (SFW)/ Chief Warden (s)/ Warden (s) and/or any competent authority.
54. The caterer need to provide breakfast, lunch, Tea and dinner to University guests as and when required and University will settle the bills for such expenses.
55. For each of the meals, it will be mandatory for the caterer to serve the items of a fixed weight/size approved by competent authority.
56. On special occasions, the menu and rates will be decided and approved by the competent authority and the same will be approved before the actual event. The payment for the special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal.
57. The caterer shall keep record of all the hostellers who are taking the meals in the mess.
58. The caterer will be solely responsible for any incident of food poisoning, etc.
59. The caterer shall not serve food/refreshment to any outsider except University staff/students and their guests.
60. The students will pay monthly Mess Bill.
61. If the student leaves the hostel for a specific period with the prior approval of the competent authority or on medical grounds or under natural calamities, etc., the competent authority will reduce his/her mess bill accordingly.

62. It will be binding on the caterer to bring to the notice of the Warden/Chief Warden/Dean (SFW) any violation of any rule.
63. If at any stage the involvement of the caterer in any uncalled activity is found, inside or outside the premises of the University, which may bring disrepute to the University, the contract is liable to be terminated by the Competent Authority by giving one month notice. In case service provider wants to terminate the contract, he/she shall have to give a prior notice of at least two months.
64. The caterer may be fined as deemed fit by the University authority in case he/she does not use the mentioned brand of food/grocery items listed in Table 'e' under Daily Mess Menu and fails to maintain proper cleanliness in the mess/standards to serve the food etc., properly to the residents.
65. Any change like timing of operation, rate of items and any additional item to be included in the Mess will require the permission of the competent authority.
66. The mess may be closed during official vacation period or by any other order of the competent authority if deemed fit. During University closure, no payment will be charged from the students. Also, on any other valid ground, the competent authority may reduce the bill of the students if deemed fit.
67. The caterer shall deposit 2 lakhs per mess as security in form of FDR/ bank guarantee / account payee DD valid for 15 months from the date of signing the agreement which shall be refunded, at the end of the contract after adjusting the amount of any damage caused to RGNUL by any omission or discrepancy on the part of the caterer or his employee and only after implementation of contractual obligations.
68. An amount equal to 10% of the security per hostel shall be charged as the depreciation of the issued items, servant dormitory, etc.
69. For releasing the permissible amount of the performance security, The FDR / bank guarantee / Account payee DD will be released only after submitting No dues certificate from individual hostels, all the relevant documents of EPF and relevant document in token of having paid the relevant taxes to the tax authorities.
70. 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 component 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.
71. Submit separate EPF challan for workers deputed at RGNUL accounts Branch.
72. Payment of wages to mess workers through bank account of the workers.

Financial (Price) Bid for Boys Mess/Girls mess

(Separately filed as Financial Bid)

Name & Address of the Applicant / Firm / Agency / Co-Operative / Service Provider / Organization/Caterer:

Sr. No.	Name of Item	Rate in Figures (Rupees) Per student per month rate	Rate in Words (Rupees) Per student per month rate
1.	RATE PER STUDENT for providing breakfast, lunch, evening tea and dinner for per day as per the Menu, Quality, and Quantity & Brand of Products indicated in daily mess menu as well as in compliance to other terms and conditions mentioned in the Tender Document. (Breakup as per 1a and 1b below) Rate given to per student per month charges		
	1a. Establishment charges (electricity bill, wages to mess workers, service charges, Employee provident fund payments, rent on cooking equipment's / tools / cooking gas, and other fixed charges) per student per day		
	1b. Food Charges per student per day inclusive of GST (as applicable) *Food charges should not be more twice the establishment charges.		
	Total Charges (1a + 1b)*		

NOTE:

*The lowest bidder shall be decided on the basis of total charges as above.

**The tender is floated for boys and girls mess. Two contractors/bidders with L-1 price and on conditions shall be allotted the boys/girls mess by RGNUL. The allocation of the mess shall be the sole discretion of RGNUL. The RGNUL reserve the right to rotate the contractor of boys/girls hostel mess. The price for both the mess shall be same.

***The Technically qualified bidders will be called for live test of their cooking skills in the presence of mess committee.

**** 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 bidder.

***** The contractor needs to ensure provision of extra items to all interested students.

Granting contract to the caterer/contractor is not absolutely based on lowest bidding and if required, a presentation on previous records in the same business, availability and mobilization of resource for the catering business in the RGNUL will be taken.

Contractor

Witness

Registrar