

**TENDER FOR PROVIDING CATERING SERVICES TO HOSTEL MESS
OF VIVEKANANDA AND AHILYABAI HOSTELS
OF
DR. B.R. AMBEDKAR NATIONAL LAW UNIVERSITY**

**Tender Ref. No. DBRANLU/GEN/2024/02
Date: 10.12.2024**



**DR. B.R. AMBEDKAR NATIONAL LAW UNIVERSITY, RAI
SONEPAT - 131029**

**Email: general@dbranlu.ac.in
Website: www.dbranlu.ac.in**

IMPORTANT NOTE: University Authority may decide to award the mess contract, to be given partially or in whole, as per the prevailing condition at the time of awarding the contract, to the Technically Responsive Financial lowest quoting bidder. No person without authority letter & Employee Card will be entertained during pre-bid meeting scheduled to be held on 17.12.2024 at University premises. No financial preference/privilege will be given to any vendor.

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PRESS NOTICE

DBRANLU, RAI, SONEPAT Notice Inviting Tender	
Tender Reference Number	DBRANLU/GEN/24/02
Tender Notification Date	10.12.2024
Nature of Work	Providing Catering Services to Hostel Mess of Vivekananda and Ahilyabai Hostels of the University at DBRANLU, Rai, Sonapat
Tender Fee	Rs. 5900/- (Five Thousand Nine Hundred Only) [Tender fee = Rs. 4,720/- (inclusive of GST) e-Service Fee= Rs. 1,180/- (inclusive of GST)]
Earnest Money Deposit	Rs. 1,00,000/- (One Lakh Only)
Period for contract	Initially for a period of 11 months that may be extended for a similar / greater / or lesser period on same terms and conditions or as agreed upon with mutual consent.
Bid Validity	Bid shall remain valid for 180 days from the last date of submission of the tender as mentioned in the DNIT.
Bids to be received till: 26.12.2024	
Pre-Bid Meeting Date: 17.12.2024	
<ul style="list-style-type: none">• The bids will be received only through E-tendering. For further details, please visit website https://etenders.hry.nic.in and https://www.dbranlu.ac.in• Earnest Money as stated above will be deposited through online/Net banking or RTGS.• The agencies should quote the rate including GST, other taxes, levies & installation, labour cess etc., complete as applicable from time to time.	

**Registrar,
DBRANLU, Rai, Sonapat**

DETAIL NOTICE INVITING TENDER

E-Tender is invited for the below mentioned services in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):

Sr. No.	Name of services	EMD to be deposited by Bidder (in Rs.)	Tender Document Fee & eService Fee (in Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Providing Catering Services to Hostel Mess of Vivekananda and Ahilyabai Hostels of the University at DBRANLU, Rai, Sonapat	1,00,000/-	4720/- for Tender Fee, 1180/- for e-service fee Total = 5900/-	10.12.2024 (05:00 PM)	26.12.2024 (05:00 PM)

- Bidding documents are available on website <https://etenders.hry.nic.in> and <https://www.dbranlu.ac.in>
- Registration Certificate of the bidder.
- The bidders would submit bid through e-tendering only on the website i.e. <https://etenders.hry.nic.in>

Under this process, the Pre-qualification/Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. Technical & Commercial Envelope. Eligibility and qualification of the applicants will be first examined based on the details submitted online under first cover (Technical) with respect to eligibility and qualification criteria prescribed in this Tender Document. The Price Bid under the second cover shall be opened for only those applicants whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender Document.

1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly and the payment for EMD can be made online directly. Please refer to 'Online Payment Guidelines available at the Single e-Procurement portal of GoH (Govt. of Haryana).

2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He will be required to make online payment (as mentioned above) towards EMD fee in due course of time.
3. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working day) in advance i.e. on or before (as mentioned above); The intending bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/tenders at <https://etenders.hry.nic.in>.
4. The interested bidders shall have to pay mandatorily Tender Fee, E-Service Fee (Non-Refundable) of Rs. 5,900/- (Rupees Five Thousand only) online.
5. **Exemption of Tender Fee, EMD and concession on performance security to MSME (Haryana domicile)** as per the instructions issued by the State Government from time to time.

The bidders can submit their Tender Documents (Online) as per the dates mentioned in the key dates:

KEY DATES

Sr. No.	Particulars	Date and time
1	Tender Document Download start date	10.12.2024 (05:00 PM)
	Tender document published date	10.12.2024 (05:00 PM)
	Bid submission start date	10.12.2024 (05:00 PM)
	Bid submission end date	26.12.2024 (05:00 PM)
2	Technical Bid Opening	30.12.2024
3	Financial Bid Opening	To be announced later

Pre-Bid Meeting: 17.12.2024 (11:00AM)

Important Note:

1. The applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage at the scheduled time as mentioned above. If any applicant/bidder fails to complete his/her aforesaid stage within the stipulated time schedule, his bid shall not be accepted.
2. In the first instance, the online payment details of Tender Document Fee + e-Service and EMD & Technical Envelope shall be opened. Henceforth, financial bid quoted against each of the item by the shortlisted bidder/agency, wherever required, shall be opened online in the presence of such bidders/agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/key dates above.

3. The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid. (Format of Technical Bid is available at **Annexure (A)**)

Envelope 2: Financial Bid

The bidders shall quote the prices in Price Bid (BOQ)

4. This University reserves the right to reject all part or any of the tender without assigning any reason thereof. No correspondence in this regard will be entertained. The tender forms shall be rejected if it is not complete in any aspect.
5. This office also reserves the right to postpone and/or extend the date of receipt/opening of rates/quotations or to withdraw the same, without assigning any reasons thereof.

TERMS & CONDITIONS (ELIGIBILITY CRITERIA)

1. The Tenderer/Bidder must have atleast three years' experience in running mess in a Central University/State University/Govt. Institute/Pvt. Recognized University/ College/Institute for atleast 350 residents. Attach copy of experience (**Annexure-B**).
2. The Tenderer/Bidder must have an average Annual Turn Over of atleast Rs. 20,00,000/- during the last 03 financial years (2021-22, 2022-23 and 2023-24)
3. The Tenderer/Bidder should not be blacklisted/debarred by any Central University/ State University/ Govt. Institute / Pvt. Recognized University/ College / Institute for running hostel mess in such institution.
4. The Tenderer/Bidder must submit the following documents with the Tender Form:
 - 1) Regn. No. of Individual/Firm/Company as the case may be.
 - 2) Identity Proof of Tenderer/Bidder (Aadhar Card/Ration Card/Driving License/Any other ID Card issued by govt. department).
 - 3) An Affidavit duly notarized by the notary public to the effect that Tenderer/Bidder has not been blacklisted/debarred by any Central University/ State University/ Govt. Institute / Pvt. Recognized University/ College / Institute for running hostel mess in such institution (**Annexure-C**).
 - 4) Experience Certificates (**Annexure – B**)
 - 5) Character Certificate/Police Verification issued by Local Administration, MP/MLA/ Local Police/ or any Gazetted Officer.
 - 6) MSME Registration Certificate (if applicable)
 - 7) GST No.
 - 8) PAN No.
 - 9) Average Annual Turn Over for the financial years 2021-22, 2022-23 and 2023-24 (copy of Balance Sheet)

FINANCIAL TERMS AND CONDITIONS

SECURITY

1. **Earnest Money: - Rs. 1,00,000/-** (Rupees One Lac only) for each tender will be deposited through online/Net banking or RTGS. The same shall be refunded once the Performance Bank Guarantee is submitted by the successful bidder.
2. The successful Contractor/Bidder shall deposit Rs. **1,00,000/-** (Rupees One Lakh only) as **security for utensils/equipment and gas cylinders in the Hostel Account**. The same shall be refundable at the end of the session after settlement.
3. The successful Contractor/Bidder shall furnish the **Performance Bank Guarantee** at the rate 5% of the cost of tender amount in the form of Bank Guarantee in favour of Registrar, Dr. B.R. Ambedkar National Law University, Sonapat within 15 days of receipt of Work Order. Failure of the successful bidder in this respect shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder on the same rate or call for new bids.

RENT/ELECTRICITY CHARGES

1. Rs. **25,000/-** (Rupees Twenty-Five Thousand only) (inclusive of 18% GST) per month will be charged from the contractor/bidder **towards rent for the kitchen area** and **Rs. 15,000/-** (Rupees Fifteen Thousand only) (inclusive of 18% GST) per month **against the modern kitchen equipment, utensils and furniture charges** as provided by the University. The payment will be deposited by 10th of every month (*e.g. Water charges & rent of July shall be paid upto 10th of July*) in the Accounts Branch and a copy of receipt will be submitted in the General Branch for information & record.
2. There will be a lean period for the business due to vacation, especially during January and July months and the contractor/bidder is invariably liable to pay the rent for kitchen area and the modern kitchen equipment, utensils and furniture for this period as well.
3. **The Utensils** for cooking, serving etc. shall be supplied by the Chief Warden to the Contractor/Bidder and have to be returned to the hostel office at the end of the session. Breakage and loss of these utensils shall be responsibility of the Contractor/Bidder and recovery, if any, at current rates shall be made from the security deposit of the Contractor/Bidder. Any other utensils required for smooth operations of the mess services shall be arranged/purchased by the bidder itself.
4. The **Electricity Bill** will be charged from the contractor/Bidder as per the commercial rates of the UHBVN as charged to the University according to the units shown by a separate electric meter in this regard whereas Power supply provided through DG sets shall be @ Rs. 24/- per Unit on the actual consumption basis. (*Electricity bill shall be paid within 10 days from the date of issuance of the bill, failing which surcharge shall be applied as per prevailing university norms as amended time to time*).
5. The Contractor shall be provided unlimited Water supply irrespective of the usages @ Rs. **1000/-** per month.
6. In case, any of the charges are not paid by the due date as above, an interest @ **18% per annum** shall be applicable for the late payments.

7. To avoid any dispute regarding the mess bills, the contractor shall maintain a monthly register of students present in the Hostel during the concerned month, based on the record provided by Chief Warden (Hostel) periodically.

SCOPE OF WORK BY CONTRACTOR

1. The University offers residential programs in Law to around 600 students on the campus. However, the number mentioned may go down during unforeseen situations, mid-semester break, summer break, holidays, outstation projects, and assignments of the students, withdrawal of admission, promotion/non-promotion of students during the academic year. The current tender is for providing the Breakfast, Lunch, Snack, and dinner facility at the Boys and Girls hostel.
2. All items including gas refilling, raw materials for the preparation of food items, housekeeping materials, manpower, mess maintenance and other jobs, miscellaneous works, etc., shall be under the scope of the Contractor. The rates quoted by the tenderers shall be inclusive of the above services.
3. Material to be provided: soap, cleaning material, or anything that is required to run the services.
4. The rates offered for the menu will be applicable anywhere within the Campus when so required with no additional charge.

• **Maintenance and other jobs**

1. In addition to providing cooked food and serving, as detailed in this document, the contractor is also responsible for upkeep (except painting/color wash) of the Mess Building and surrounding area, furniture provided by the University including repair/replacement due to damage made by the Contractor's personnel. The inter-carting cylinder from the filling area of LPG cylinders for cooking will also be the responsibility of the Tenderer.
2. Cleaning the sewage water lines (both opened and closed), manholes, and pits around University Mess periodically by deploying adequate and trained manpower to maintain the line clear of all waste and other foreign materials.
3. Remove the Mess waste and clean the open drainage inside the Mess premises at the define location regularly.
4. Mess waste solids blocked into the drainage are to be collected then and there and dumped into the big plastic buckets to be kept for the purpose by the Contractor. The waste /solids kept in the drums are to be transported daily to garbage, and vermin compost, and disposed of safely and in an eco-friendly manner.
5. Clean the strainers fixed in the drainage line regularly to remove the choke for the free flow of water. The strainer should be placed in its position always.
6. The service providers shall ensure that solid waste materials are not dumped into the drains. All such solid wastes must be removed from the utensils before washing. Any

block on the sewage lines (open and closed), manholes, and pits shall be removed then and there by deploying additional manpower as required. No extra cost will be paid for such work.

7. If by chance, solids get accumulated, the Contractor should employ more men for one-time clearance. No extra payment will be paid for such work.
8. All tools and tackles required to perform the subject work shall be arranged by the Contractor at his own cost.
9. The required cleaning materials/ consumables such as buckets, broomsticks, Floor wiper with stick, Cotton swabs with sticks and chemicals/Detergents, Vim, cheap cloth, duster cloth, Perfume room spray, Plastic hand brush, table cleaning wiper, fly kit, nylon brush, cobweb with stick Naphthalene balls, etc. shall be arranged by the Contractor at his own cost.
10. The contractor should keep a FIRST AID kit for employees in the Kitchen area.

- **Transportation**

1. The Contractor shall make his arrangements for transportation of the prepared foodstuff to the Mess and to the various service points. The Contractor shall ensure adequate protection against seasonal weather conditions by transporting the food items by his own motorized conveyance/ closed cycle trolleys as may be necessary at his cost and to ensure satisfactory and timely service.
2. For transporting the food items from the Mess to various service points, the Contractor shall press into service a vehicle (fully covered with weatherproof panels) in good condition, on a clock basis, and shall not be more than four years old.
3. University will not provide any facility for transporting the food items to various service points within the University.
4. The rate quoted shall be inclusive of these provisions

- **Other scope of work**

1. The University will provide basic infrastructure such as a dining area, kitchen area, and storeroom. University may also provide dining tables, chairs, SS Table, and other standard kitchen appliances. An additional thing that is required for providing services should be brought by the vendor.
2. In the event of disruption of water supply on account of power failure, the Service Provider shall make his arrangement for the supply and storage of water in the Mess for smooth running of the Mess. In the event of power failure, the Service Provider should make arrangements for grinding, etc., at his own cost.
3. Further, any loss towards theft or breakage of such equipment furniture, fixtures, cold storage facilities, utensils, and all other Mess equipment supplied will be borne fully by the Contractor.
4. Electricity charges as per the monthly consumption and the vendor has to pay the same every month.

5. The Contractor shall be responsible for and ensure proper and optimal utilization of the facilities like equipment, and water to be provided by the University, without abuse or excess use and shall follow and obey all instructions or directions as shall or may be given by the University or its authorized representative from time to time.
6. The Contractor is expected to deploy service personnel who can communicate in English/ Hindi with the users.
7. The Contractor shall make available adequate manpower in inappropriate attire for serving food items. They shall bear a pleasing personality and pleasant disposition and maintain the highest standards of discipline and hygiene. Floor manager appointed by the Contractor to manage the affairs and supervision of mess shall be physically present in the Mess while food is served.
8. The Contractor will name a single point contact person preferably a manager having experience in Catering and Mess establishment, who will be finally responsible for the entire Catering and Mess operations of the Contractor at DBRANLU, SONEPAT, and will be available on a full-time basis to manage the operations at DBRANLU, SONEPAT.
9. The University has the right to specify the minimum number of manpower required to run its Mess and to demand additional persons for Special services as and when required. The Contractor should also deploy adequate manpower exclusively for the maintenance of cleanliness inside/surrounding the Mess premises, dining halls, dining table and chairs, ceiling fans, exhaust, tube fittings, and other equipment (including lavatory and bathrooms attached for the specific use of the Mess contract workmen).
10. The Contractor shall ensure that the Mess premises are not used for any purpose other than activities related to the maintenance and running of the Mess for DBRANLU, SONEPAT. The contractor will not facilitate any illicit consumption (such as beedis/ cigars, alcoholic beverages, or narcotic substances) or immoral activities on the Campus. Stern action will be taken against the Contractor if she/he or his employees are found violating this norm
11. The responsibility of cleaning the Mess premises, daily/routine including fans, glass panes, walls, etc. will be the sole responsibility of the contractor. The responsibility of safe disposal of all the biowaste and other garbage materials will also be the sole responsibility of the Contractor. However, the University may choose, at its discretion, to give any support to the Contractor.
12. The performance of the Catering and Mess services provided by the Contractor at DBRANLU, SONEPAT will be continuously monitored by university officials, or any other mechanism set up by the University. The Contractor will be required to quickly and satisfactorily implement the instructions or suggestions arising thereof.
13. The caterer is solely responsible for the payment of minimum wages, ESI, and EPF for their employees as per the GoI norms as applicable and should meet any other

statutory and non-statutory benefits/obligations. The record of duty hours and pay structure should be maintained as per rules for inspection by the government authorities.

14. The contractor should provide adequate manpower and maintain Catering and Mess service without any disruption. The Contractor shall also provide a Manager to be present in the Mess when it is open, to monitor the functioning of the mess.

15. No person less than 18 years of age shall be deployed.

- **Other terms & conditions of the contract**

1. The contractor shall comply with the standard operation procedures without fail on an ongoing basis and a docket in this regard will be maintained and updated daily and if called upon, the docket shall be produced before the competent authority of the University.

The Service Provider shall arrange to carry out medical examination of his personnel at his own cost at periodic and regular intervals, to ensure that their workmen comply with all the rules and regulations in force from time to time regarding safety, Hygiene, Sanitation, and Prohibition of smoking. Violations will be viewed seriously and the Officer-in-charge of DBRANLU, SONEPAT will levy penalty as deemed fit as per the guidelines.

2. University reserves the right to advise the Contractor to remove from service any of the Contractor's workmen if any of such workmen's behavior or conduct is not conducive to the General discipline, Safety, Hygiene, and Security of the University or for any other reasons that the University may deem fit and the Contractor shall immediately comply.

3. The Service Provider will arrange to carry out, at his own cost, the verification by the Police Authorities of the character and antecedents of the personnel engaged by him for the job, and ensure that no person whose character and antecedents have not been so verified, shall be engaged in the Mess. Notwithstanding the same, however, any person whose engagement is objected to by DBRANLU, SONEPAT, shall be promptly replaced by the Service Provider.

4. The Service Provider shall at all times comply with all Acts/Laws/Rules/Regulation and notifications including amendments regulating or relating to labor matters including any Laws relating to Contract Labour, employee welfare, food safety, occupational health and safety, sanitation, garbage disposal, and environmental Technology. The Service Provider shall pay their Minimum Wages Act or under any other Statute/Rules/ Regulations as may be applicable from time to time. The Service Provider shall comply with all requirements of the Contract Labour (Regulation and Abolition) Act, 1970, and all other statutory labor laws/regulations applicable to him from time to time. In particular, the Service Provider shall at his cost, obtain the required license under the Contract Labour (R&A) Act, 1970 before commencement

of the job.

5. The Service Provider shall make his arrangements and at his cost, for the engagement of all staff and labor, local or other, and their payment, housing, feeding, transport, medical, and all allied expenses.
 6. The Service Provider shall be solely responsible for any damage to the property of DBRANLU, Sonapat whether accidental or deliberate, caused by him, his agents, or servants.
 7. The Service Provider shall be personally responsible for any theft, dishonesty, and/ or disobedience and discourteous behavior on the part of the workmen/ supervisors so provided by him to provide this service.
 8. The Service Provider shall not transfer assign or sublet any part of the service once agreed or any share or interest herein in any manner or degree directly or indirectly to any person, firm, or company whatsoever.
 9. The bidder must have the required and valid statutory registration for rendering the Catering and Mess services.
 10. University shall inform the caterer of its requirements regarding Catering and the Mess of guests at least one day in advance for planned courses and in urgent and exceptional cases 6 hours in advance. All intimation [written/verbal] will be given to the caterer or his representative at DBRANLU, Sonapat.
 11. The University has the right to reject or to accept the bid of any tenderer on the basis of past performance or financial strength or experience. The allotted party shall be liable to supply food as per prescribed menu and subject to fulfillment of other terms & conditions.
 12. Terms & Conditions not mentioned herein will be governed by the University/State Government norms in vogue.
- **Services for Special Occasion**

If at any time during the existence of the contract the University desires to utilize the services of the contractor for any special occasion or otherwise, the contractor shall arrange the same at the rates mentioned in the tender or to be mutually agreed upon. Similarly, in case the University desires to include any new items in the food contract the same will be negotiated with the contractor.

PENALTY

1. Any member of the designated Mess committee or officer-in-charge or any authorized person can inspect the mess, kitchen or any process without any prior notice to the caterer.
2. In case of any discrepancy (in terms of palatability of food or hygiene) or any case of negligence, appropriate punitive action shall be taken as mentioned in the table at next

page.

3. The University reserves the right to impose a penalty on the basis of actual loss (to be decided by the authorities) on the Contractor for any serious lapse in maintaining the quality and the services willfully or otherwise by the Contractor of his staff or for any adulteration.
4. Penalties would be levied for:

Nature of Incident	Fine (Ist Incident)	Fine (IInd Incident)	Fine (IIIrd Incident)
Misbehavior with any student/faculty/staff by the contractor or his/her employee	Rs. 2000/-	Rs. 5000/-	Rs. 10000/-
Partially cooked food and use of unfiltered water for cooking food	Rs. 1000/-	Rs. 2000/-	Rs. 3000/-
Foreign particles found in food	Rs. 2000/-	Rs. 5000/-	Rs. 10000/-
Using sub-standard raw materials	Rs. 2000/-	Rs. 5000/-	Rs. 10000/-
Unhygienic cooking and food & waste handling conditions	Rs. 5000/-	Rs. 10000/-	Rs. 20000/-
Rotten food material/raw material	Rs. 5000/-	Rs. 10000/-	Rs. 20000/-
<i>Any further incident shall be liable to a fine of Rs. 30,000/- (Rupees Thirty Thousand only) or more or termination of contract or both.</i>			

1. The Contractor/Bidder shall not close the Mess without the order of the Chief Warden/Warden. Any such misconduct shall be liable to a fine of Rs. 25,000/- (Rupees Twenty-Five Thousand only) or more or termination of contract or both.
2. The Contractor/Bidder and the Mess Servants shall be responsible for keeping the Mess neat & clean and maintaining hygienic condition. The Mess staff will wear uniform while on duty & use aprons & overalls provided by the contractor. Non-compliance of this or of any other obligations and terms & conditions mentioned in this agreement shall make the contractor/bidder liable to pay a fine upto Rs. 10,000/- (Rupees Ten Thousand only).

PENALTY FOR WITHDRAWAL OF SERVICES BEFORE THE PERIOD OF CONTRACT

In case the caterer withdraws its services before the period of the contract, it will not be permitted to participate in any catering tender in DBRANLU, SONEPAT Campus for a minimum period of 5 years besides invoking of Performance guarantee and shall be liable to pay the damages to the University.

PERIOD OF CONTRACT AND COST ESCALATION

1. The period of the contract will be initially for 11 months with a built-in scheme for review of the performance at the end of each term, which may be further extended for any number of terms (11 months at a time) on the terms & conditions as mutually agreed between both the parties. The extension will be at the discretion of the Vice Chancellor and with an increase of 10% in the monthly rent.
2. The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise extension is intimated in writing. Further, the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to anyone else.
3. Notwithstanding anything contained in other clauses of the Tender document, the contract will automatically terminate if and to the extent that the continuation of the contract or any part thereof becomes illegal or legally void/untenable for any cause.
4. Upon the termination of the contract (except termination due to illegality) the University shall be entitled, at the risk and cost of the contractor, to arrange for the meals and/or carry on the hostel services for the balance period of the contract as contemplated in the scope of the work through an independent agency or agencies and to adjust any differential amount thus incurred from the contractor (in addition to any other amounts, compensation and damage that the University is entitled to in terms of the contract or otherwise) from the security deposit or any other amounts due or becoming due to the contractor.

PAYMENT

1. The contractor shall submit the monthly bills (in duplicate) to the office of the Chief Warden by 5th of each succeeding month so that the Chief Warden may ensure the timely payment.
2. Payment shall be made on a monthly basis as per the list of students periodically provided by the Chief Warden (Hostel) of the University.
3. No interest will be paid on any deposit or withheld amount.

EXIT CLAUSE

The contract can be terminated by giving a one-month notice period to the University and a three-month notice by the contractor.

FORCE MAJEURE

Force majeure is herein defined as any situation, which is beyond the control of Contractor or University as the case may be which they could not foresee, and which substantially affects the performance of the Contract such as:

- (i) acts of a government, domestic or foreign, including but not limited to war, declared or undeclared, embargoes etc.
- (ii) any riot or civil commotion;
- (iii) any earthquake, floods, tempest, lightening, epidemic or other acts of God or public enemy;

- (iv) any strike or lockout (only those including 10 continuous days in duration) affecting the work.

However, force Majeure shall not include (i) any event, which is caused by the negligence or intentional action of party or its agents or employees, nor (ii) any event, which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Contract and (b) avoid or overcome in the carrying; out of its obligations here under.

Further, Force Majeure shall not include insufficiency of funds or failure to make payment required here under.

- (i) The failure of Contractor to fulfill any of its obligations here under shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from event of Force Majeure, provided that the Contractor affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- (ii) The Contractor if affected by an event of Force Majeure shall take all reasonable measures to remove inability in all respect & with all concerns to fulfill its obligations here under with a minimum of delay.
- (iii) The parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.
- (iv) Any period within which a Contractor shall; pursuant to this Contract, complete any action or task, may be extended for a Period equal to time during which such Contractor was unable to perform such action as result of Force Majeure.

COMPLIANCE WITH THE UNIVERSITY RULES AND REGULATIONS

The contractor shall comply with all norms stipulated by the University such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions, and Safety Regulations.

ARBITRATION

In the event of any question, dispute, or difference arising under this Agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the Vice-chancellor, DBRANLU, Sonapat and the decision of him will be binding on both parties of this agreement.

JURISDICTION

It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Sonapat alone shall have jurisdiction to the exclusion of all other courts in anyplace in the Union of India so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Sonapat.

To be executed on the judicial paper worth Rs.100/- (within 30 days after allotment of Mess Contract)

DR. B.R. AMBEDKAR NATIONAL LAW UNIVERSITY, RAI, SONEPAT

GENERAL TERMS & CONDITIONS/UNDERTAKING

1. That the mess entrusted to me by the University/Hostel authorities will be utilized for doing the business of serving meals four times a day to the hostel residents and it would be kept by me in perfect hygienic and sanitary conditions and in order. The mess premises shall be handed over back to the University/hostel authorities after the termination of contract period i.e. _____, in the same condition with all the fittings and fixtures, utensils, furniture etc. as were provided by the University/Hostel or to be provided in due course during the contract period.
2. That the minimum service staff would be employed by me on the ratio of 30 students: 1 Ward Bearer excluding Cook, Chapatiman, Pantryman etc.
3. That the mess workers/service staff would be kept neat and clean with properly washed dress/uniform.
4. That I will not entertain my guests in the hostel.
5. That the Mess premises will not be used by the mess workers/service staff for any purpose other than providing food services to the residents of Hostel.
6. That I will provide washed towels on all the wash-basins after every meal.
7. That I shall charge the rate of per student per month @ **Rs. _____ including GST** which will include Breakfast, Lunch, Snacks and Dinner as agreed upon with the University together with Menu of Breakfast, Lunch, Snacks and the Dinner.
8. I shall deposit the GST monthly. In case of any delay, I shall be personally responsible.
9. That I shall furnish the **Performance Bank Guarantee** at the rate 5% of the cost of tender amount in the form of Bank Guarantee in favour of Registrar, Dr. B.R. Ambedkar National Law University, Sonapat. The approved menu shall be prominently displayed on the Notice Board inside the mess hall by me.
10. I shall pay all the securities and rent etc. whatsoever without any delay.
11. That I undertake to render satisfactory service to the hostel residents. University/Hostel authorities shall have the right to exercise check in any form at any time.
12. That I shall only use fresh and filtered water for cooking food. Tap water shall be used for washing utensils, raw vegetable and all other purposes only.
13. That in case of any default, complaint or deterioration of required quality or if otherwise observed, I shall be responsible for the penalty levied by the University mentioned under the penalty clause of the agreement and shall deposit the penalty within a week from the date of issue of such orders.
14. That in case of any loss or damage to the residents of the hostel due to my negligence or on the part of my employees, I shall be responsible to make good the loss to the residents. In the event of dispute about the extent of compensation payable to the residents for the loss/damage done by me or any one of my employees, the matter shall be decided by the University Authorities whose decision shall be final and binding upon me.
15. That all hostel property inside the Mess Hall shall be my responsibility. I will take care of all the items of the hostel in the Mess & Dining Hall and chairs & tables, water cooler, refrigerator, gas stove and all utensils for cooking & serving the food

in the mess issued to me by the hostel office.

16. That I shall submit the Hostel mess bill of the residents by the 10th of every month, in writing, to the Warden/Chief Warden of the hostel. To avoid any dispute regarding the mess bill, I shall maintain a monthly register of students present in the Hostel during the concerned month based on the record provided by Chief Warden periodically.
17. That the approved menu and diet charges shall be prominently displayed on the Notice Board inside the Mess Hall by me. I shall strictly adhere to the Mess Menu and no alteration in Menu shall be made without prior approval.
18. That no outsider i.e. non-resident of the hostel(s) except the University employees shall be allowed to have food in the mess without prior consent/permission of the University.
19. That I will arrange the identity cards for my workers/staff and their antecedents will be got verified from local police and the report will be submitted to the University.
20. That **no room service will be provided** to the hostel residents except on valid medical grounds, after the approval of the Chief Warden. In case of violation of this rule, a fine of Rs.1000/- each will be imposed on me.
21. That I shall not transfer or sublet the mess in full or part thereof. I undertake to run the Mess myself.
22. That I shall use only branded and good quality raw-material for preparation of meals i.e. wheat flour, pulses, spices, refined oil, Jam, Bread and Milk/dairy products etc. as provided in the Tender Document. There will be no compromise with the quality of food.
23. That the University shall have the right to cancel the contract of running the mess at any time without assigning any reason.
24. That the University/Hostel Authorities will have the right to delete/add any clause of this license deed.
25. That I have fully studied and understood the above terms and conditions and undertake to abide by all these terms and conditions fully.
26. That I shall be solely responsible for any incident of food poisoning etc.
27. That I shall agree, if I terminate the contract before the expiry of period without serving a notice of three months in advance, the University/Hostel Authorities is free to forfeit my PBG.
28. That I shall cooperate with the Hostel Authorities regarding garbage disposal of the mess and follow their instructions to ensure proper disposal.
29. That I will employ medically fit persons only. All employees before being engaged by me for duty shall undergo a complete medical check-up and submit a medical fitness certificate from the Govt. Hospital.
30. That I shall provide adequate manpower and maintain Catering and Mess service without any disruption. I shall also provide a Manager to be present in the Mess when it is open, to monitor the functioning of the mess & ensure that students do not have to wait for food.
31. That I shall be bound to submit an affidavit of my staff along with their address proof taking full responsibility of my staff.
32. No unauthorized person shall enter in the mess of hostel without written permission

of the Chief Warden/University authorities.

33. LPG Cylinders shall not be taken out of the fixed system. In case of any misuse or malpractice by me, the contract shall be terminated without any notice. Legal action will be taken against me for the use of kerosene oil or any other prohibited fuels.
34. I assure that I shall not employ any **child labourer in the mess** whose age is less than 14 years otherwise legal action may be taken against me according to the Law of Land.
35. Smoking and consumption of alcohol/intoxicants in the hostel premises is strictly prohibited.
36. In case of any dispute arises in this respect, the Registrar, Dr. B.R. Ambedkar National Law University, Rai, Sonapat shall be the sole arbitrator and his/her decision shall be final and binding on both the parties.
37. In case any University employee's/student's complaint is received regarding misconduct/ misbehavior of contractor/contractor's personnel, in addition to the penalty defined for such incident, the contractor shall remove such personnel from the system immediately.
38. Breach of terms of the contract or unsatisfactory service may lead to imposition of fine/ issue of warning and/or termination of contract.
39. All disputes concerning in any way with this work are subject to Sonapat jurisdiction only.
40. I shall submit an affidavit duly notarized to the fact that I have never been blacklisted/debarred in the past.
41. The mess hall and kitchen will be kept neat and clean all the time.
42. That I will bind to serve meal(s) as per requirement and order of the University during any programme(s).
43. That I shall also provide meal to the University employees/staff/faculty and their guests on the subsidized rates and I shall also ensure that the food/meal to the employees/faculty/staff and their guests is served on the tables.

Dated:

Signature of the applicant

Signature _____

Full Name & address _____

Surety No.1

Signature _____

Full Name & address _____

Surety No.2

MESS MENU 2023-2024

MEALS/DAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	Paneer Paratha, Tea & Milk, Coffee Powder, Bread & Butter, Jam	Aloo-Pyaz Paratha, Tea & Milk, Coffee Powder, Banana (1), Bread & Butter, Jam	Aloo Paratha, Chutney, Tea & Milk, Coffee Powder, Banana (1), Bread&Butter, Jam	Poha, Sprouts, Tea & Milk, Coffee Powder, Banana (1) Bread & Butter, Jam	Tea Milk, CoffeePowder, Bread&Butter, Jam, Chana-puri, upma	Pav Bhaji, Tea & Milk, CoffeePowder, Banana (1), Bread&Butter, Jam	Tea & Milk, Coffee Powder, Bread & Butter, Jam, Namkeen Seviyan
LUNCH	Chana Daal, Mix Veg, Roti, Rice, Salad & Raita	Ghiya/Tori ki Sabji, Mix Daal, Roti, Rice, Salad & Raita, Namkeen Chawal	Rajma, Plain Dahi, Aloo Shimla Mirch, Roti, Rice, Salad	Butter masala Paneer, DaalTadka, Jeera Rice, Roti, Dahi & Salad	Malai Kofta or Sarso Saag, Moong-Masoor Daal, Plain Rice, Roti, Chaach & Salad	Dahi, Manchurian-Fried Rice, Chana-Aloo, Roti	Chole Bhature, Jeera Rice, Salad, Chaach
SNACKS	Kachori Stuffed, Green Chutney, Tomato Sauce, Tea, Iml ki Chutney	Noodles, Tomato & Chilli, Sauce, Tea	French Fries, Tomato Sauce, Tea	Samosa, Green Chutney, Tomato Sauce, Tea	Bread Pakoda, Green Chutney, Red Chutney, Tomato Sauce, Tea	Tomato Sauce, Tea, Aloo-Pyaz Pakoda	Tea, Fruits
DINNER	Arhar Daal, Maithi Matar-Masala, Roti, Rice, Salad	Dum Aloo, Daal-Makhani Roti, Rice, Sald	Aalo-Chana Sabzi seasonal Rice, Roti, Salad	Pyaz-tomato chutney Salad, Missi roti, Saag (Ghee)	Kadhai Paneer, Chana Daal, Roti, Salad, rice	Mushroom Matar Masala, Mix Daal, Roti, Salad, rice	Dam Biryani, Mix Veg Roti, Salad, Mixed dal
SWEETDISH	GulabJamun			Jalabi		Kheer/Halwa	

- Note:**
- The contractor shall provide khichdi or any other suitable items for sick students in lieu of the regular meals on prior demand by them.
 - For the residents observing fast, the contractor shall provide suitable items in lieu of the regular meals as per the timing of the fast, on prior demand by them.
 - The contractor shall place mouth freshener, napkins to be provided after every meal.
 - The contractor shall place pickles, filled salt, pepper dispenses and ketchup bottles on every table.
 - The meals (i.e. breakfast, lunch and dinner) shall be served in buffet and shall be unlimitedly provided to the residents. The salad shall be served in adequate quantity.
 - A minimum of 250ml of milk must be made available to all students for breakfast.
 - Above said menu is only reference purpose and can be changed by Mess Committee as per the requirement.

A. Mess Timings:

Mess timing would normally be as under:

Breakfast : 7:00 A.M. to 9:00 A.M.

Lunch : 12:30 P.M. to 2:30 P.M.

Snacks : 5:00 P.M. to 6:00 P.M.

Dinner : 7:30 P.M. to 9.30 P.M.

- Vegetable/fruit should be real as seasonal vegetable/fruit.
- As per the availability of the material and consent of the Mess Committee, menu can be changed as per requirement.

B. QUALITY OF PRODUCTS TO BE PROVIDED:

The items provided in the menu and the ingredients to be used shall be in accordance to the list provided herein below. Use of any other brands without prior approval of the Mess Committee or any compromise with the adequate standards shall attract strict action and imposition of fine.

Items	Brand
Butter	Amul /Mother Dairy/Vita
Jam	Kissan
Tea	Brooke Bond/Tata Tea/Taza
Coffee	Nescafe/ Bru
Bread	Britannia/Bonn
Milk and Curd	Amul /Verka /Mother Dairy
Dry Spices	MTR/MDH/Everest/Catch
Refined Oil/Mustard oil	Nutrela/Fortune/Saffola/Sundrop/Nature Fresh
Salt	Tata/Aashirvaad
Sauce	Kissan/Maggi
Rice, Dal	10-60 basmati rice or similar product in consultation with the Mess Committee. Dal must be of good quality.
Atta	Aashirvaad, Annapurna, Shakti Bhog, Philsburry
Pickle	Mother's, Nilon, Priya
Sugar	High quality products to be used according to the satisfaction of Mess Committee
Suji, Besan, Maida	High quality products to be used according to the satisfaction of Mess Committee
Fruits, Vegetables	Fresh Products to be used according to the satisfaction of Mess Committee
Salad	Onion, tomato, cucumber/carrot, lemon etc.

Note: Use of Vanaspati ghee and monosodium glutamate shall be strictly prohibited.

TECHNICAL BID

Name & address of the bidder/firm : _____
Phone No. : _____
E-mail : _____
Name of the contact person : _____
with Mobile No.

(In case of proprietary/partnership firms, the Bid has to be signed by Proprietor/Partner only, as the case maybe)

<i>Sr. No.</i>	<i>Detail of documents to be submitted</i>	<i>Documents submitted Yes/No</i>	<i>Page No(s).</i>
1.	Registration No. of Individual/Firm/Company		
2.	MSME Registration Certificate (if applicable)		
3.	GST No. (copy attached)		
4.	PAN (copy attached)		
5.	FSSAI Certificate (copy attached)		
6.	Average annual turnover i.e., Rs. 20,00,000/- of last three financial years (copy attached)		
9.	Experience Certificate (attach proof) (Annexure-B)		
10.	Character Certificate/Police Verification (copy attached)		
11.	Affidavit on Non-Judicial Stamp Paper regarding black listing (Annexure-C)		
12.	Details of EMD amount deposited		

Declaration by the tenderer:

I/we hereby declare that I/we before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

I/we further declare that the information/documents furnished above are true and correct and I/we undertake that any discrepancy (ies) found on later occasions, will make me /us liable for any action, as deemed fit, by the Dr. B.R. Ambedkar National Law University, Rai, Sonapat.

Place:

Date:

(Signature of Bidder/Authorized signatory)

Name:

Address:

Phone:

E-mail

SEAL of the Bidder

Experience Certificate

Certified that M/s. _____ R/o
_____ has worked as Mess Contractor in
the _____ hostel of the institute for a period of _____
to _____ which has the residential capacity of more than 350 resident students.
His/her work & conduct during the contractual period has been found satisfactory.

Signature of Head of Institute

Full Address of the Institute

Mobile No. of the Institute _____

Affidavit on Non-Judicial Stamp Paper

That the deponent M/s. _____
R/o _____ Distt. _____

has not Central University/ State University/ Govt. Institute / Pvt. Recognized University/ College/ Institute for running hostel mess.

Signature of the Deponent

Verification

I, the above-named deponent do hereby solemnly affirm and verify that the above contents are true and correct to the best of my knowledge and belief and nothing has been kept concealed therefrom. Verified at _____ (name of the day place) on this _____ of _____ 2024.

Signature of the Deponent

Verification