

TENDER FOR MESS CONTRACT FOR UNIVERSITY MESS (BOYS & GIRLS)



Chaudhary Ranbir Singh University

(Established by the State Legislature Act 28 of 2014)

Rohtak Bye-Pass Road, Jind (Haryana) 126102



Chaudhary Ranbir Singh University, Jind
(Established by the State Legislature Act 28 of 2014)
Recognized u/s 2(F) and 12-B of UGC Act,1956



INVITING TENDER FOR MESS CONTRACT FOR UNIVERSITY MESS (BOYS & GIRLS)

1. E-tender is invited from reputed catering firms/ restaurant chain to manage the servicing of food to the students mess (boys & girls hostel) at CRSU, Jind on behalf of the Registrar, CRSU, Jind and available on website <http://etenders.hry.nic.in>.

- (i) Bids/ queries to be addressed to : Registrar CRSU Jind
(ii) Postal address for sending the Bids : Registrar CRSU Jind
(iii) Name/designation of the contact person : Sunil Phougat, Chief Warden, CRSU, Jind
(iv) Telephone number of the contact person : 9812123321
(v) Email id of contact personnel : sunilphougat@crsu.ac.in

2. This Tender is divided into four parts as follows:

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This Tender is being issued with no financial commitment and the buyer reserves the right to change or modify any part thereof at any stage. Buyer also reserves the right to withdraw the tender, if it becomes necessary at any stage.

Press Notice

No. _____

Dated: 26.02.2021

Chaudhary Ranbir Singh University, Jind invites e-tender from reputed catering firms/restaurant Chain to manage the servicing of food to the students mess (boys & girls hostel) at CRSU, Jind on behalf of the Registrar, CRSU, Jind and available on website <http://etenders.hry.nic.in> and other details can also be seen on website : www.crsu.ac.in

Sr. No.	Name of item(s)	Estimated cost	Bid security	Bid fee + e-service fee	Start Date and time of Bid preparation & submission	Expiry Date and time of Bid preparation & submission	Date and time for Technical Bid opening of Bid
1.	Running of CRSU Students' Mess for around 300 students in two hostels (Boys & Girls)	90 Lacs	2 Lacs	5000+1000 (Excluding GST)	26.02.2021 from 11:00 AM	18.03.2021 upto 05:00 PM	19.03.2021 from 11:00 AM

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 through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.

General Information and Instructions for the Bidders

Chaudhary Ranbir Singh University, Jind invites the online bids from eligible bidders.

On behalf of Registrar e-tender is invited from reputed catering firms/restaurant Chain to manage the servicing of food to the students mess (boys & girls hostel) at CRSU, Jind. The tender document can be obtained from the website: <https://etenders.hry.nic.in>

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Prequalification requirement of Tender is as under:

1. Tender documents shall be prepared in below-mentioned order and shall be submitted online only.

S. No.	Details of Documents of Technical Bid	Detail	Enclosed or Not Enclosed
1	Earnest Money Deposit (EMD). No Numbering Required	Rupees 2 Lac only	
2	Tender fee	Rupees 5000.00	
3	E-service Fees	Rupees 1000 (excluding GST)	
4	The firm should have never been de-barred or black listed, an affidavit in this regard must be attached from first class magistrate		
5	Affidavit on letterhead or Judicial Stamp Paper for the Acceptance of Tender Terms & conditions		
6	Certificate for Ethical Practice		
7	Technical Bid		
8	Signed & stamped copy of tender (Total---pages)		
9	Work experience certificates (Attach copies of POs in chronological order. Latest should be on top. POs should not be older than 05 years) with sign and Stamp of Competent Authority		
10	Contact details of establishment where caterer has provided service in the past or present		
11	Incorporation certificate of your firm		
12	Annual Turnover of last 3 financial years (Attach copies of Audited Report and IT Return for the year 2017-18, 2018-19 & 2019- 20)		
13	Copy of Food and Supply Department Registration		
14	Copy of PAN		
15	Copy of GST Registration		
16	Copy of EPF registration		
17	Copy of Labour registration		
18	Copy of Shop & Establishment Registration if applicable		

2. **The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
3. 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/She will be required to make online payment of Amount towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.**
4. 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 expiry date and time mentioned in above tender notice ; and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended 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>.**

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking on or before expiry date and time of bid preparation and submission.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	26.02.2021 from 11:00 AM	18.03.2021 upto 05:00 PM
2	Technical Bid Opening	19.03.2021 from 11:00 AM		
3	Financial Bid Opening	To be announced later		

Important Note:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/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.

- 5) The complete correspondence address and contact telephone No. May also be up loaded by the bidder in technical bid.

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. Only required documents as per technical check list may be uploaded extra documents can not be considered and not downloaded.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from the home page of the website:- <https://etenders.hry.nic.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>

5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://etenders.hry.nic.in>.

6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are

time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7 **Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):**

i) **Online Payment of Tender Document Fee + e-Service fee:**

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS/NEFT & OTC. The secure electronic payments gateway is an online interface between contractors and Debit card/online payment authorization networks.

ii) **PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:**

Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

8. **ASSISTANCE TO THE BIDDERS:-**

ASSISTANCE TO THE BIDDERS:

For queries on Tenders Haryana Portal, Kindly Contact

Note:- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the contact details. For any issues/ clarifications relating to the tender (s) published kindly contact the respective Tender Inviting Authority.

Tel:- 0120-4200462, 0120-4001002

Mobile:- 8826246593

E-mail:- support.etender@nic.in

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787

For Support related to Haryana Tenders in addition to helpdesk you may also contact on

e-mail ID eproc.nichry@yahoo.com Tel:- 01722700275

Timing:-

Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:00 pm) (Helpdesk support team shall not be contacted for online bidding on behalf of the Contractors)

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.

(B) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file.

Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.

- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.

The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same. (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- I. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)
 - Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

Sr. No.	Scenario	Do's / Don't's
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<p style="text-align: center;">1</p>	<p style="text-align: center;">In the event of making Payment through NEFT/RTGS</p>	<p>Do's</p> <ul style="list-style-type: none"> • It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan which are: <ol style="list-style-type: none"> 1) Beneficiary account no: <client code> + <random number> 2) Beneficiary IFSC Code: As prescribed by SBI Bank (this shall remain same across all tenders) 3) Amount: As mentioned on the challan. It is specific for every tender/transaction 4) Beneficiary bank branch: SBI Bank 5) Beneficiary name: As per the challan • For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD • It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parites are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender • Bidder has to make only single payment against a challan as per the amount mentioned on the challan. • Bidder must do the payment before tender validity gets expired
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		<p>Don't's</p> <ul style="list-style-type: none">• Bidder should not enter erroneous details while filling the NEFT/RTGS form at their bank. The following possibilities may arise:<ol style="list-style-type: none">1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account2) Incorrect Beneficiary account number mentioned(<client code> + <random number>):-<ol style="list-style-type: none">a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account.In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.• Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination.• Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder.• Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder
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Standard Conditions of Tender

1. Two Envelope Bid:-

The tender is to be submitted on two envelope bid pattern i.e. “Technical bid and “Price/commercial bid” separately. The “Technical bid” should mention only the technical details of the items/equipment. Price per unit be mentioned only in the “Price/commercial bid format”.

2. BID SIGNING:

The Bid must be signed by authorized signatory of the bidding firm/company on each page, along with seal of the firm/company, as the case may be.

3. Conditional Bid:

Conditional Bid is not acceptable. Hence, the supplier is advised neither to alter the specification nor to mention anything on the Tender form, except cost, signature with seal, otherwise his Tender will not be considered.

4. Delivery Destination:

The quotations should be quoted as FOR CRSU, Jind. The transit insurance and freight charges etc, if any, needs to be mentioned separately of the basic/ex-works price of the quoted item.

5. Delivery Acceptance:

The delivery of the material will be handed over to the authorized official of the concerned indenting department/office. However, the goods will be deemed to accepted subject to the approval of the inspection committee of CRSU, Jind In case of rejection of the consignment, the supplier should immediately remove the consignment from the university premises failing which it will remain there at the risk and responsibility of the supplier and University will not be responsible for any kind of liability in this regard.

6. EMD forfeiture:

In case of the contractor fail to execute the mess tender the earnest money deposited by him shall be forfeited. Apart from it, he will be liable for any other action against him, as may be considered necessary by the Vice Chancellor.

7. Rejection of incomplete Bids:

Incomplete Bids such as unsigned Bids, late submitted Bids, conditional Bid quotation, not confirming to the eligibility criteria and Technical specification or with any vaguer term such as ‘Extra as applicable’ will be considered as rejected.

8. Quantity Variation:

The quantity shall be subject to increase or decrease as the case may be.

9. Taxation:

GST/Custom duty etc. indicating the rate of taxes, should be quoted independent of the ex-works price of the item and it will be paid as applicable under Government rules, if so quoted by the Supplier in the quotation, subject to the certificate in the bill as follows.

“Certified that the GST/Custom duty charged in this bill is leviable under Government Rules”.

In the absence of any indication to taxation by the supplier, it is to be assumed that the price quoted includes tax elements and no claim for the taxes or statutory variations thereon should be entertained after opening of quotation.

However, wherever exemption from GST/custom duty is applicable, the university will provide the exemption certificate; along with supply/purchase order itself. In case of imported goods the custom clearance is to be arranged by the supplier at his own level. Charges, if any, in this regard, however, need to be mentioned accordingly in the quotation itself. University will provide necessary documents for this purpose. In case the quotation is silent with regard to taxation and clearance charges etc, no such charges will be paid by the university.

10. Right to Bid rejection:-

The University reserves the right to reject any or all offers at any stage without assigning any reason.

11. Performance Security:

Within 7 days of execution of the mess contract, the caterer will be required to execute the performance security deposit, of **Rupees 9.00 Lacs in the form of a Fixed Deposit Receipt (FDR)/ Bank Guarantee issued on the name of ‘Registrar, CRSU, Jind and payable at Jind.** The Fixed Deposit Receipt (FDR) should be from a scheduled nationalized bank and will be held against any defaulting in performance and violation of terms and conditions. This FDR shall be effective for the entire contract period.

12. Payment:

The contractor will raise the bill on monthly basis. The 1st bill for the month shall be submitted in the first week of every month. The Chief Warden/Warden shall ensure that the bills are paid to the contractor within 10 (Ten) working days after submission.

- a) Maximum 4 Days Mess Off will be given to individual students under normal circumstances. Mess Off would only be given if either student is not medically fit and/or admitted in hospital/ going for academic / sports activity (deputed by the University) or for any other reason deemed fit by Hostel Authorities and he/she submits the information through Hostel Authorities to the Mess Contractor well in advance.
- b) For occasions like fresher party/farewell, mess service shall remain suspended and the charges payable by the students as part of daily rate shall be deducted from the contractor bill; in that regard, students’ representatives in mess committee shall submit the information through Hostel Warden to the Mess Contractor well in advance.

13. Currency:

The rates be quoted in Indian Rupee (INR). However, in case of imported item it may be quoted in foreign currency where in the date of floating of tender will be taken as the conversion date for bid evaluation and comparison purpose.

14. Arbitration:

In case of any dispute both the parties will be bounded by the decision of the Vice- Chancellor, CRSU, Jind, as the arbitrator.

15. Jurisdiction:

All disputes shall be subject to Jind jurisdiction.

Chairperson/Intender

The terms & conditions of tender have been read and I/We certify that I/We clearly understand the same and undertake for its compliance.

Place _____

Dated: _____

Signature of authorized
representative of the bidding
firm/company with seal.

(Affix Rubber Stamp of the firm)

PART – I
SPECIAL INSTRUCTIONS FOR TWO PARTS TENDER

a) TECHNICAL QUALIFICATIONS

For Established Mess Contractor/ Catering Firm

- Minimum 03 years' experience in the profession of running a mess of any reputed University/Higher Educational Institute.
- The annual turnover of at least Rs. 30.00 Lacs on an average during last 3 financial years and submit audited balance sheet and IT returns.
- Registration with Food and Supply Department of Haryana from last three years
- Registration with Income Tax department for PAN
- Registration under the EPF Act 1952 and ESI Act
- GST Registration No.
- Valid labour license is compulsory.
- EMD of Rupees 2 Lacs only to be deposited online in the name of 'Registrar, Chaudhary Ranbir Singh University Jind through e-tendering system.

For Owners of Hotel/ Restaurant

- Minimum 05 years' experience in the profession of operating any restaurant or Hotel
- The annual turnover of at least Rs. 30.00 Lacs on an average during last 3 financial years and submit audited balance sheet and IT returns.
- Registration with Food and Supply Department of Haryana from last five years
- Registration with Income Tax department for PAN
- GST Registration No.
- Valid labour license is compulsory.
- EMD of Rupees 2 Lacs only to be deposited online in the name of 'Registrar, Chaudhary Ranbir Singh University Jind through e-tendering system.
- Registration under the EPF Act 1952 and ESI Act.

b) OPENING OF TECHNICAL BIDS

The Technical Bids shall be opened on 19.03.2021 from **Time11:00AM** in the presence of the bidders, who wish to remain present. The bidders attending the technical bids opening meeting should carry a letter of authority from their firm/agency.

c) OPENING OF FINANCIAL BID

The Financial Bid of only those firms, found technically responsive by the committee, will be opened. Shortlisted firms will be intimated by e-mail or over the phone about the date of the opening of Financial Bid to enable them to remain present on the day of the opening of Financial Bids.

d) QUOTING THE PRICE

Bidders are required to quote only the price for per plate food per day (including manpower cost and other taxes). Salary of mess staff shall be paid by the contractor/ Firm as per Haryana State minimum wage rates as an applicable time to time. Bidders shall quote rates separately for Breakfast, Lunch, and Dinner in the Financial Bid Form- I. Incomplete bid shall not be entertained and be summarily rejected.

e) CANCELLATION OF TENDERING PROCESS

CRSU, Jind reserves right to withdraw tender after floating it for public access or cancel the entire tendering process without assigning any reason thereof. Also, the university reserves the right to select or reject any bid without assigning any reason thereof.

f) SEQUENCING OF TENDER DOCUMENTS (TECHNICAL BID)

Tender documents shall be prepared in below-mentioned order and shall be submitted online only.

S. No.	Details of Documents of Technical Bid	Detail	Enclosed or Not Enclosed
1	Earnest Money Deposit (EMD). No Numbering Required	Rupees 2 Lac only	
2	Tender fee	Rupees 5000-00 (Rupees five thousand only)	
3	E-service Fees	Rupees 1000 (excluding Tax)	
4	The firm should have never been de-barred or black listed, an affidavit in this regard must be attached from first class magistrate		
5	Affidavit on letterhead or Judicial Stamp Paper for the Acceptance of Tender Terms & conditions		
6	Certificate for Ethical Practice		
7	Technical Bid		
8	Signed & stamped copy of tender (Total---pages)		
9	Work experience certificates (Attach copies of POs in chronological order. Latest should be on top. POs should not be older than 05 years) with sign and Stamp of Competent Authority		
10	Contact details of establishment where caterer has provided service in the past or present		
11	Incorporation certificate of your firm		

12	Annual Turnover of last 3 financial years (Attach copies of Audited Report and IT Return for the year 2017-18, 2018-19 & 2019- 20)		
13	Bank Solvency Certificate		
14	Copy of Food and Supply Department Registration		
15	Copy of PAN		
16	Copy of GST Registration		
17	Copy of EPF registration		
18	Copy of Labour registration		
19	Copy of Shop & Establishment Registration if applicable		

g) Financial Bid - Form- I shall be submitted online in Price Bid Section only.

h) Evaluation of Bids

1. All received Tenders shall be initially evaluated on technical parameters, being described in clause-D of Part-II of Tender Document.
2. It is mandatory for all bidders to fulfill all specified criteria. Therefore, bidders are required to read the tender document carefully and submit Tenders along with all necessary documents to avoid any chance of rejection
3. **Process of evaluation:**

Steps of evaluation	Criteria	Impact of unavailability of the requisite document
1st	EMD Amount of Rs.	The tender shall be summarily rejected & no further evaluation of Tender shall be done if any of the document is not submitted
2nd	Signing & stamping of all pages of Tender Document	As above
3rd	Minimum 03 years' experience in the profession of running a mess of any reputed University/Higher Educational Institute/ or Minimum 05 years' experience in the profession of operating any restaurant or Hotel	As above
4th	Annual Turnover of Rs.	As above
5th	Food and Supply Department Registration	As above
6th	Registration with Income Tax department and PAN No.	As above
7th	Registration with GST	As above
8th	Registration under EPF Act & ESI Act	As above
9th	Registration of Food Certificate	As above
10 th	Registration of Labor License	As above

- **Step-1:** Earnest Money Deposit (EMD) **2 Lacs** of the contract value is must for all bidders, if it founds without EMD, Tender shall be rejected summarily and no further evaluation of tender shall be done

- **Step-2:** It will be mandatory for all bidders to sign with date (by an authorized person) and stamp all pages of the tender document. In absence of signature and stamp of the bidder, Tender shall be rejected out rightly and no further evaluation of Tender shall be done
- **Step-3:** As the operation of mess is specialized work and it is expected that bidders must have Minimum 03 years' experience in the profession of running a mess of any reputed University/Higher Educational Institute/ PSUs or Minimum 05 years' experience in the profession of operating any restaurant or Hotel. Bidder(s) will be required to submit the Work Order/Purchase Order OR Incorporation Certificate (in case of running a Hotel/ Restaurant) in proof of experience. If it is not complied, Tender shall be rejected at this stage and no further evaluation of Tender shall be done.
- **Step-4:** Registration with Food and Supply Department, Income Tax Department for PAN, Annual Income Tax Return Filing, GST Tax Registration and Registration under EPF Act and ESI Act shall be checked to only those bidders, who fulfill above three criteria (EMD submission, Signing & stamping of tender document and Experience certificate submission).

After the technical round, Financial Bids of technically qualified bidders shall be opened in the presence of eligible parties. Date of opening of Technical Bids shall be communicated in due course of time.

Please note that bids without the information and documents mentioned above and not provided in chronological order will be rejected without further consideration.

For Chaudhary Ranbir Singh University, Jind

Registrar

PART- II DEFINITION OF TERMS

Definition of terms

1. In this Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:
2. The **“Bid/Tender”** shall mean the proposal/offer along with supporting documents, submitted by the Bidder for the consideration of university.
3. The **“Bid/Tender Document”** shall mean the documents issued by the university to prospective Bidders, containing various terms and conditions, Scope of Work, any requirements, etc., or generally laid out in various sections spelling out the basis, procedure, modes, methods and formats for the Bidders to prepare their Bids for the submission. The Bid document shall include the invitation to the Bid, instructions, proposal forms and all addendum/corrigenda/amendment issued by the university.
4. The **“Contract”** shall mean the agreement between the university and the contractor, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the Bid document, Letter of Acceptance of the Bid, agreed variation to the Bid document if any, the Schedule of Rates and other relevant documents submitted by the contractor and as accepted by the Institute.
5. The **“Contractor”** shall mean person or persons, the firm or company whose Bid has been accepted by the university and includes the Contractor’s legal representatives, his successors and permitted assignees.
6. The **“Hostel”** shall mean the Residence area of students and the **“Warden”** shall mean the persons nominated by the university from time to time and shall include those who are expressly authorized by him/her to act on his/her behalf, for the operation of this contract and supervision of work. The Warden or such representative shall have the power to impose an appropriate penalty in case there are violations of the provisions of the contract.
7. The **“university”** shall mean ‘Chaudhary Ranbir Singh University Jind, CRSU, Jind’ with its premises located at Jind, Haryana and shall include its authorized representatives, successors, and assignees.
8. The **“Letter of Empanelment”** shall mean an official intimation from the university to impanelled agencies.
9. The **“Mess Committee”** shall mean a committee of elected residents and hostel administration, formally constituted by The Warden and approved by the university, which will be authorized to regulate the activities related to the mess of Hostel on a day to day basis.
10. The **“Work”** shall mean and include all works to be executed, all items and things to be provided/ done and services and activities to be performed by the contractor in accordance with the contract.

PART- III

1. Scope of Work

The contract is essentially for providing following messing services to the residents of CRSU, Jind hostels. The scope of work, covered by the contract, is broadly but not extensively described as given below:

- a) Cooking and serving meals- Breakfast (Morning), Lunch, Snacks and Dinner in respective messes (Boys & Girls).
 - b) Procurement of raw material as per specification is given in Clause- 19 of Part- IV.
 - c) Managing and control of stocks and inventories;
 - d) Coupon sales. Residents May use these coupons to get 'extra' items not included in the basic menu of the mess;
 - e) Cleaning of utensils, kitchen and serving items;
 - f) Cleaning of cooking, dining and auxiliary areas
 - g) Security of the equipment, utensils and other items in the mess;
 - h) Maintenance of the equipment in the kitchen and dining areas;
 - i) Maintenance of books, ledgers, other records and documents related to the running of the mess;
 - j) Deployment and supervision of required manpower for the abovementioned job.
2. **The contract shall be** initially for a period of 01 years that may be extended for a similar/ greater or lesser period on same terms and conditions as mentioned in the Tender Documents.
3. The contract is in respect of providing 3 (three) meals per day, that is, breakfast, lunch, and dinner, besides evening tea with Snacks. Each meal will be served over a period of 2 ½ (Two and a half) hours.

Tentative Period of mess operation: 2nd week of July to 3rd week of December and
Last week of January to 2nd week of June

Summer break: 2nd week of June to 2nd week of July

Tentative Timing of Mess

Breakfast: 07.30 am to 8.45 am

Lunch: 12: 30 pm to 2.30 pm

Dinner: 08.00 pm to 9.30 pm

Normal operation schedule of CRSU, Jind students' mess will be from last week of July to 3rd week of December end and from the last week of January to mid of the June. However, Warden/ Mess Committee reserves right to extend or reduce the period of mess operation. In such cases, the contractor shall be paid only on an actual per plate consumption basis.

The mess committee also reserves right to decide the timings for breakfast and each meal on different days. The mess committee may revise the timings over the year as per academic and other activities. The warden will inform the contractor about the changes in the timings well in advance.

4. **Sample Mess Menu** –The warden in consulting with mess committee shall provide a basic menu, which shall continue for a minimum period of one month, once agreed upon mutually between the warden and the Contractor. The mess committee reserves the right to change the menu from time to time. Any change in the menu shall be communicated in writing, adequately in advance, to the contractor. **The Basic Meal Plan in accordance with the norms contained in Annexure-II shall be executed.**
5. In addition to the above, the contractor shall be required to provide extra messing facilities against additional payment basis to the residents of the hostel in respect of items not covered under the Basic Meal Plan. Under such circumstances, the contractor shall be required to proportionately enrich the dinner/ lunch/ breakfast, as decided by the mess committee. Menu once decided shall continue for a minimum period of one month.
6. **List of Residents** - The list of residents, who will compulsorily join the mess, shall be provided by the Warden/Mess Committee from time to time. The number of residents may vary depending upon academic sessions and vacations.
7. **The Mess premises comprising, cooking and dining facilities, furniture, food/raw material containers, appliances, and water shall be provided by the university free of cost.** However, cleaning /washing materials/tools and manpower to properly maintain this infrastructure shall be arranged by the contractor at his own cost.
8. The contractor should hire/ enter into an agreement with Pest-Control Agency to keep the mess area infection/mosquito/rat free and cost incurred on it shall be borne by the contractor.
9. **Maintenance of Inventory** - The inventory of articles shall be handed over to the contractor in good and working condition at the commencement of the contract. The contractor shall be the custodian of this university's properties and mess inventory during the period of the contract and shall make good any loss to the inventory by way of misuse, breakage, theft, etc., at his own cost.
10. **Refund of Security Deposit** - Similarly the inventory in good condition shall be handed over by the contractor to the mess committee on the expiry of the contract period. The security deposit shall be refunded only after a "No Dues Certificate" granted by the Warden.
11. The requirement, furniture, and appliances shall be provided by hostel administration. However, the serviceability and repairing of the utensils, furniture, and appliances shall be done and ensured by the contractor at his own cost.
12. **Use of Electricity** –A sub-meter will be installed in the kitchen of hostel mess. The contractor has to pay bill as per consumption and rates of the university. The electricity consumption in Dining hall shall be borne by the university.
13. **Storage of Food** - The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Unrefrigerated cooked food, not consumed within 6

(six) hours in summer and 10 (ten) hours in winter, shall be deemed to be stale and unfit for consumption.

14. The food shall be neither too spicy nor too oily. Food should be wholesome and shall cater to the taste of the residents.
15. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
16. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
17. The contractor shall pay special attention to maintain the mess in a neat and tidy condition at all times. For this purpose, the mess shall be cleaned thoroughly after each meal.
18. **Removal of Waste Materials from the Mess Area** - The waste material and unused/leftover food from mess will be removed from mess premises every day. The contractor will ensure that all the waste material and unused/leftover food should be disposed of off to the nearest Dustbin placed by the university. The contractor will also ensure that stray cattle, such as monkeys, pigs, dogs, cows, etc., do not consume any food within the mess premises.
19. **Quality of Food** - The contractor shall procure only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than 1 (one) day in summer and 3 (three) days in winter at a stretch. However, the contractor shall ensure that a sufficient stock of other raw materials is stocked 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 from time to time.
20. **Operational Period of Mess** - The mess will normally be operational for at least **10 months in a year**. No payment shall be made to the contractor when the mess is closed. The mess may be closed during the vacations at the discretion of the university. The actual dates of these vacations are decided well in advance and are readily available in the university academic calendar. The decision of the university regarding the running of a mess during the vacation shall be final and binding on the contractor. During the academic session, the mess will not be allowed to be closed on any day, including Sundays and other holidays, for any reasons whatsoever.
21. **Period of mess operation:** **Last week of July to 1st week of December and Last week of December to 1st week of June**

University shall food cost/ Per Plate /per Students to the contractor only for these periods. There is also a provision of a weeklong recess during academic session and that will be intimated by Warden to the contractor in advance.

22. The contractor shall ensure that only hot food is served to the students. Preferably in Ben merry Complaints, if any, in this regard shall be dealt with severely.
23. The contractor shall ensure that the **cooking and serving would be separate in respective messes** i.e. Boys and Girls Hostels.

PART - IV

BRAND OF ITEMS

The contractor shall procure wholesome food articles of good quality in consultation with and to the satisfaction of the Mess Committee. The quantity of some of the items is specified below:

S. No.	Items	Brands
1	Mustard Oil	HAFED, Dhara, Fortune, Nature fresh, Patanjali
2	Refined Oil (Sunflower)	Fortune, Nutrela, Saffola, Naturefresh
3	Tea leaves/ Chapatti	Tata Gold, Brook Bond, Lipton, TajMahal
4	Coffee Powder	Nescafe, Bru, Tata Café
5	Pickles (Mango/ Mix)	Mother, Priya, Nilons,
6	Instant Noodles	Maggi, Yippee, Surya, ChingChinees
7	Wheat flour	Shakti Bhog, Aashirvad, Annapurna, Patanjali
8	Papad	Lijjat
9	Bread	Modern, Kalorie, Britannia, BONN
10	Jam	Kissan, Maggie
11	Butter, Cheese	Amul, Britannia, Vita, Lakshay, Mother Dairy
12	Tomato Sauce/ Ketchup	Kissan, Maggi
13	Milk for drink and curd	Amul, Lakshy, Vita, Mother Dairy -Full cream
14	Spices	M.D.H., Everest, Catch
15	Biscuit	Marie Gold, Good Day, Parle, Britannia
16	Salt	Tata, Annapurna, Catch,
17	Cornflakes	Kellog's
18	Ghee	Amul, Everyday, Vita, Lakshy, Patanjali
19	Ice Cream	Amul, Kwalitvadilal
20	Frozen Peas	Safal (off season), Mother Dairy
21	Liquid soap	Dettol or Lifebuoy
22	Phenyl	Domex or Lizol
23	Rice for Meal/ Pulao/ Biryani	BEST / High quality
24	Rawa/ Suji	High quality
25	Pulses (Red gram/Bengal gram/ etc.	High quality
26	Paper Napkin	Standard quality
27	Towel	Standard quality
28	Room Freshener, etc.	Standard quality
29	Chilli sauce/ Soya Sauce	Standard quality

1. Note:

- a) These items are just indicative of the usage of only branded items for cooking food and other items. It will be the responsibility of the contractor to ensure the purchase of superior quality items, in the case of rice, pulses, vegetables, etc. also along with other branded items. If it is found that, the contractor is deviating from the specified brand or standard, he shall be punished strongly and Mess Committee may also decide for the termination of the contract after repetitive deliberate negligence/mistake.
- b) Jam should be real fruit jam
- c) The caterer may use any other FPO /FSSAI approved brands also if permitted by the Mess Committee in writing.

- d) The mess committee shall have the right to change any brand provided the cost does not exceed the specified brand.
2. Contractor shall inform one day in advance to Mess Committee about the purchase of non- perishable items, i.e. rice, dal, wheat flour, etc. to enable CRSU, Jind to send their representative along with contractor to ensure the purchase of branded items, as mentioned above.

PART- V

DESCRIPTION OF THE HOSTELS

1. The residence area of students is situated inside the university with an exclusive and fully secured premise of its own. The hostel is fully accessible by transport. The Hostel comprises rooms for residents with a separately located dining facility.
2. The hostel houses mostly Undergraduates, Postgraduates and research scholars who generally stay on the premises and avail dining facilities throughout the academic year.
3. Scholars employed in university projects are also allowed to stay in the hostel premises in addition to registered students.
4. Generally the strength of the residents remains around 300+ students during the academic year; however, during the vacations, the strength of the students may reduce substantially.
5. Day-Boarders, who do not stay in the hostel, are also allowed to avail the dining facilities in Mess as outside members on payment basis.
6. The Hostel is provided with a self-contained mess, comprising kitchen and dining facility to prepare and serve meals to the residents and other authorized persons daily apart from the evening tea and snacks. The mess is well equipped with furniture, cooking facilities utensils, appliances, and equipment etc.
7. **The Hostel is under the administration of a Warden** or such representative who exercises overall control on all activities related to the hostel including dining services.

PART- VI

CATERING CONTRACT TERMS AND CONDITIONS ALONG WITH RESPONSIBILITIES OF CATERER

The *Mess facility at CRSU, Jind Hostels on the campus consists of a kitchen and dining hall* in each hostel. The important terms and Conditions are listed below for the convenience of the contractor:

1. **Period of Contract:** Initially for a period of 01 years that may be extended for a similar or lesser period on same terms and conditions as mentioned in the Tender Documents.
2. **Evaluation of Performance** - After three months of operation, the caterer will be evaluated on the basis of the guidelines and rules detailed in this document and in the leave and license agreement to be drawn. If the caterer fails to meet the expectation and promises made, then they leave and license agreement can be canceled at that time.

Signature and seal of the bidder required on all the pages which have to be submitted along with Technical Bid and Financial Bid.

3. **Performance Security** - Within 7 days of execution of the mess contract, the caterer will be required to execute the performance security deposit, of **Rupees 9 Lacs in the form of a Fixed Deposit Receipt (FDR)/ Bank Guarantee issued on the name of 'Registrar, CRSU, Jind and payable at Jind**. The Fixed Deposit Receipt (FDR) should be from a scheduled nationalized bank and will be held against any defaulting in performance and violation of terms and conditions. This FDR shall be effective for the entire contract period.
4. **License Fee** - The catering contractor has to pay a license fee of Rs. 5000/- per month (up to 5th of every month) for the contract period and at such rate as may be fixed by the university for the subsequent period, if the contract is extended.
5. The contractor must submit all necessary statutory documents, as Haryana State in Clause-f of Part-I.
6. The successful mess contractor should have registered himself with the Regional Labour Commissioner, Haryana as a contractor under the Contract Labour Regulation Act and should have obtained a Labour License and should complete all required formalities.
7. The following rules should be followed:
 - a) The caterer should adhere to the provisions of the Provident Fund Act, ESI Act, The Haryana State Minimum Wages Act and other such acts which are applicable.
 - b) The caterer should ensure that the payment is made to the laborers as per Haryana State Minimum wages act to the satisfaction of the licensee.
 - c) The **Caterer shall not employ child labor** and upon violation legal action would be taken.
 - d) Engagement of required staff, providing uniforms, Caps, sweaters, hand gloves etc. will be the responsibility of the caterer. The workers should always use hand gloves and caps while working.
 - e) **Expected Strength** - The expected strength of mess members in each hostel is approx. 100- 200
 - f) The timings, menu, and price of extra items would be determined by the Mess Committee of CRSU, Jind in consultation with the caterer.
 - g) The caterer shall, at his own cost, maintain adequate stock of food grain, grocery, and adhere to the standards of the university. The caterer shall be responsible for proper hygienic storage of all raw materials.
 - h) No food cooked in the mess may be taken out of the premises without prior permission.
 - i) Vegetarian and Non Vegetarian food will be cooked and served separately.
 - j) **Maintenance of Civil & Electrical Work** - Major civil and electrical works will be attended by CRSU, Jind. Minor maintenance jobs such as replacement of light bulbs, tube lights, maintenance of fan etc. will be the responsibility of the catering contractor.
 - k) **Maintenance of kitchen equipment** - Maintenance of kitchen equipment will be covered to the scope of maintenance service contract entered into by CRSU, Jind with equipment suppliers, but the

catering contractor should inform service contractor of maintenance requirements. Additional expenses on repairs and maintenance of equipment, if any, shall be borne by the caterer.

- l) Kitchen equipment, cooking utensils, Dining hall furniture, and service counters will be provided by CRSU, Jind. Upkeep of all items provided by CRSU, Jind will be the sole responsibility of the caterer.
- m) **Maintenance of Stock Registers** - The stock entry of Kitchen equipment, cutlery, Cookery, and furniture, etc., which is provided by the CRSU, Jind Mess Committee and brought by the Contractor will be maintained in CRSU, Jind Mess Office in both the Hard and Soft copy format.
- n) Refilling of commercial cylinders and procurement of good quality grocery/ provisions and other consumables will be the responsibility of the caterer.
- o) **Security of Fixed Assets** - Security of licensed premises, equipment, fittings and fixtures, furniture etc. will be the responsibility of the catering contractor. These include the provision of ample liquid soap for hand wash at the basin, clean towels to clean hand, hand gloves for mess workers, who handle items like salad, panipuri, papad, etc., head caps for mess workers and other measures as advised by the Mess Committee.
- p) The following rules should be followed:
 - I. Cleaning and Housekeeping of kitchen and dining area will be the sole responsibility of the caterer.
 - II. Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture is also the responsibility of the caterer. The highest possible standards are expected in this regard.
 - III. All possible measures must be taken to ensure hygiene in the kitchen and mess.
- r) Mess Committee of CRSU, Jind reserves the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.
- s) The caterer shall attend a monthly meeting of the mess committee, failing which a penalty will be imposed.
- t) The caterer should preferably have experience of catering in an establishment of the capacity of a few hundred.
- u) It is mandatory to have 1 helper per 25 members and 1 cook per 100 members. This workforce should be divided into two teams, so as to operate in two shifts of the duration of eight hours each. 2 supervisors must be present in each shift. One of the supervisors should be entrusted the duty of quality control and hygiene.

PART- VII

PENALTIES FOR VIOLATION OF RULES

The caterer will be fined in case of violation of the following rules:

1. **Non-availability of complaint register** on the counter/discouraging members from registering complaints would lead to a fine of Rs. 2,500/- on the caterer.
2. **Any complaints of insects and/or a foreign object** (hair, rope, cloth, plastic, etc) cooked along with food found in any food item would invite a fine of Rs. 5,000/- on the caterer.
3. **Any complaint of stones/pebbles of diameter more than 2 mm** will attract a penalty on the caterer which can range between Rs. 300/- to Rs. 3,000/- depending on the size of the stone/ pebble.
4. **Hard and/or sharp objects** like glass pieces, nails, hard plastic etc. will attract a penalty of at least Rs. 5000/- per incident.
5. **Food poisoning** shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of the contract and possible blacklisting of the caterer.
6. **Three or more complaints of unclean utensils** in a day would lead to a fine of Rs. 3,000/- on the caterer.
7. If mess committee agrees that a **certain meal was not cooked properly** then a fine of Rs. 3,000/- would be imposed on the caterer.
8. If food for any meal gets over within timings of mess and waiting time is more than 10 minutes for breakfast or lunch or dinner, then a fine of Rs. 2,000/- would be imposed on the caterer. The timing for that meal will be extended equivalent to the delay time.
9. **If the quality of milk is not found up to be appropriate**, or it is diluted, a fine of 2,000/- would be imposed.
10. **Changes in the menu of any meal** (including fruit/juice/milkshake) without permission of mess committee would result in a fine of Rs. 5,000/- to the caterer.
11. **For any violation of rules, Haryana Stated in the agreement,**
 - a) The first violation of the rule implies fine as per the rule.
 - b) Second and subsequent violations of the same rule within 30 days of the previous fine will attract double the initial amount of fine on the caterer.
12. **Inappropriate personal hygiene of workers** including their dress personal hygiene of workers and/or misbehavior by workers etc. will lead to fine of Rs. 2000/- on the caterer for every instance.
13. **Failure to maintain a proper health checkup of the workers** will attract a fine of Rs. 4,000/- per instance
14. **The absence of proprietor or his representative empowered to take the decision from mess committee meetings on the due invitation** (which will be held once every month) will attract a fine of Rs. 10,000/- on a caterer.
15. As and when the mess committee proposes a fine, it will inform the representative of the caterer or mess manager and fine will be imposed.

- 16. 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.
- 17.** The 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; this could be a hefty fine as cash and/or summarily Termination of the Contract.
- 18. Notice Period - The notice period for the termination will be 60 days.** If a contractor disobeys the rule made by the CRSU, Jind Mess Committee repeatedly commits the same mistake then the contract shall be terminated immediately without any notice. The further caterer would be blacklisted by the University.
- 19.** The caterer would not have any right to put any charges/blaming on any of the CRSU, Jind Mess Committee members as they are serving voluntarily to the CERSU, Jind
- 20. Only people who payget the food. No other people including janitors, security men, or any other staff gets free of cost food for any reason. (Exception- food quality supervision).**
- 21. A Penalty of minimum Rs. 1000/- shall be charged on mess contractor, per person who is offered free of cost food.** It is the responsibility of the contractor to ensure that only people who pay get food.

P.S.: Any penalties/fines imposed on the caterer would be deducted from their payment of the same month itself.

PART- VIII

ENGAGEMENT AND DEPLOYMENT OF MANPOWER FOR MESS SERVICES

- 1.** The contractor will engage sufficient numbers of manpower on his payroll for the preparation and service of each meal including cleaning, washing and overall upkeep of mess assets and premises. It is expected that the manpower deployed at the mess area of CRSU, Jind shall not fall below the numbers, specified in the following table, unless specified by the Warden for 200 persons in the ratio of employee to students 1:20

S. No.	Manpower Type	Required Number (Each Hostel)	Category	Haryana State Wage Rate (Per day)
1	Mess Manager cum Store Keeper	1	Highly Skilled	
2	Cook	2	Highly Skilled	
3	Dining Hall Supervisor cum Coupon Clerk	1	Skilled	
4	Assistant Cook	2	Skilled	

5	Roti Maker	1	Semi-skilled	
6	Service boy	2	Unskilled	
7	Utensil Cleaning	2	Unskilled	
8	Ingredients cleaners	1	Unskilled	
9	Housekeeping staff/ Sweeper/Cleaner for Dining Hall	2	Unskilled	
	Total	14		

Note: Detailed calculation of wage and salary of above-mentioned staff has been provided in Annexure-I for the reference of contractor

2. The contractor will be required to engage above-mentioned staff under Highly Skilled, Skilled, Semi-Skilled and Unskilled categories or categories as specified by CRSU, Jind time to time.
3. Dining Hall Supervisor cum Coupon Clerks shall be provided by CRSU, Jind to ensure the food and service quality.
4. **Details of Workers** - The contractor shall submit a list of workers, with complete details including local/permanent addresses, contact details, and their photographs etc., for approval which may be allowed to work at the mess. The Warden may reject any or all the names without assigning any reason thereof. Only those workers who have been cleared by the warden shall be allowed to enter into the premises of the mess. The above workmen shall be placed at all the times under exclusive supervision of the contractor.
5. Salaries of these staffs shall be governed by Haryana State Minimum Wage Rates Act.
6. **Payment of Revised Minimum Wages** - Contractor must be aware that 'Haryana State Labour Commissioner' revises minimum wages on every six months in the month of April and October. If there shall be any upward revision in the minimum wages during the contract period, the contractor shall make the payments to staff accordingly.
7. Contractor shall also ensure that each and every employee is covered under the provisions of the ESI Act 1948 and EPF Act 1952.
8. The Employees' Provident Fund (EPF) and Employee Haryana State Insurance Commission (ESIC) contribution in respect of all employees shall be submitted by the contractor on the production of challan/receipt copy along with the monthly bill in respect of mess workers engaged/ serving for CRSU, Jind students' mess.
9. Contractor shall issue the salary slip to all staff members engaged and shall remit the salary in the staffs Account through net-banking to ensure the timely payment.
10. **The Payment shall be made strictly on satisfactory work and on the basis of daily attendance of mess staff.**
11. **The contractor shall compulsorily submit the proofs of payments towards PF, ESIC and Service Tax (if applicable) dues of the previous month for claiming subsequent month's payment.**
12. During Summer Vacation (June & July) and in the month of January, mess shall be closed and no payment shall be made for the salary of staff and items.

- 13. Payment date of Salary to the Workmen** - The Contractor has to pay the salary to workmen by **5th of every month** for immediate previous months work without waiting for clearance of his pending bills. Failing which a penalty equivalent to 5% of monthly bill value shall be imposed on the contractor.
- 14. Maintenance of Attendance Record** - The contractor has to maintain a proper attendance record of all the workmen and that shall be certified by Warden. A copy of the same record shall be submitted every month along with the Bill for Payment.
- 15.** Any further requirement of personnel at CRSU, Jind Mess shall be hired and supervised by the Agency to ensure the performance of duties as required for CRSU, Jind.
- 16.** The contractor has to ensure that their employees will protect the university's information received during discharge of their duties from any unauthorized disclosure to a thirdparty (i.e.) without permission.
- 17.** Monthly cash outflow towards the salary of above staffs should be ensured by the contractor.
- 18.** The mess workers shall be available for work for more than one shift staggered over 12 hours. However, the total hours of work taken in a day shall not exceed 08 hours.
- 19.** The warden reserves the right to check the attendance of the mess workers from time to time and in case of deficiency in the deployment of manpower found, the penalty shall be imposed. For each shortfall and recovery shall be made for a period to be assessed by the mess committee and in this regard, the decision of the warden/Mess Committee shall be final and binding.
- 20.** The contractor shall not be allowed to use the hostel or mess premises to offer any messing facility beyond the scope of the contract unless agreed to by the Warden/ Mess Committee.
- 21. *For sick students, the contractor shall arrange to serve "sick diet" at their rooms. The sick diet shall be defined and provided by the mess committee to the contractor.***
- 22. Responsibility of providing uniform to the Mess Staff** - Contractor/Firm shall provide dress to all mess staff and they will compulsorily wear it while on duty. The color and style of the uniform shall be decided with the consultation of the Warden/ Mess Committee. The staff shall wear clean and ironed uniform while on duty, and his appearance should be smiling.
- 23.** The contractor shall employ only healthy adult and trained staff with good health and a sound mind for all services. He shall also nominate a qualified and experienced manager, acceptable to the institute to take orders/instructions from the mess committee, the Warden/ Mess Committee or any other authorized representative of the university.
- 24. Responsibility of providing Medically-Fit Mess Staff** - The contractor shall ensure that all employees engaged by him are free from communicable/ infectious disease and are also medically fit to work at the mess. Medical officers specified by the Warden shall conduct a medical examination on every 6 (Six) months or as decided by the university. The cost of the medical examination will be borne by the contractor. If in the opinion of the university any of the contractor's employee(s) is found to be suffering from any such disease/condition or if any employee(s) of the contractor is found to have committed

misconduct or misbehavior, the Mess Committee / Warden shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the university. The university shall be entitled to restrain such employee (s) from entering into the mess premise. Thereafter, the contractor shall have to provide a substitute(s) within a reasonable time.

- 25. Follow the Security & Safety Regulations of the University** - The contractor shall be responsible for his employees in observing all security and safety regulations and instructions as May be issued by the Institute from time to time. The contractor shall have the right to appoint and to take appropriate disciplinary actions against his workers to fulfill his obligations under this agreement, provided that, action should be taken in accordance with Industrial Employment (Standing Order) Act, 1946 and the Mess Committee/ Warden should be informed at every point of time. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the university.
- 26. The behavior of Mess Staff** - The contractor shall be responsible for the courteous behavior of all their staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality. The contractor shall be bound to prohibit and prevent employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The contractor shall be responsible thereof and indemnify the University of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the Chief Warden/Warden on any matter, arising under this clause shall be final.
- 27.** In case, the university suffers loss of any nature on account of the contractor or his employees for not following security/ safety regulation/instructions, the contractor shall be liable to make good the loss as determined by the university at its sole discretion and the university shall have the right to recover such losses, etc., from the dues payable to the contractor and/or security deposit, etc.
- 28.** The contractor shall not appoint any subcontractor for the work assigned to him without the written permission of the Mess Committee/Chief Warden/Warden. Also, no part of the contract, nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever.
- 29.** The contractor staff shall not be treated as the university's staff for any purpose whatsoever. The contractor shall be responsible for the strict compliance of all statutory provisions of relevant labor laws applicable from time to time in carrying out the above job. The university shall not be liable to any penalty under relevant labor rules, enactment or related regulations for which the contractor is responsible under the law. However, if the university is forced to pay any cost of any nature on account of the contractor's liabilities, the said cost shall be recovered from the dues payable to the contractor.
- 30. Fulfillment of Statutory Provisions** - The contractor shall be responsible for fulfilling the requirement for all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract labor (Regulations and Abolition) Act and all other labor and industrial

enactment at his own risk and cost in respect of all staff employed by him. The university shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. Hence, non-compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The contractor shall maintain all records required to be maintained under statutory enactments and the Chief Warden/warden and his authorized representatives shall be entitled to inspect all such records at any time.

- 31. Minimum Wages** - The contractor shall ensure that the minimum wages are paid to the employees. Also, the contractor shall be responsible for the opening of the bank account of each employee to the university bank (PNB) on their own cost in order to transfer the salaries of the employee directly to their account. The contractor shall maintain all the records and his authorized representative shall be entitled to inspect all such records at any time.
- 32. Insurance of Workmen's** - The contractor shall, at his own expense, take workmen's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favor of the university. The contractor shall further, at his own expense, register claims and pursue the realization of all insurance claims. He shall produce proof of such insurance within a reasonable time (say 15 days approx.) from the date of award of a contract.
- 33.** The mess workers of the contractor shall not be allowed to stay in the hostel premises or in the university campus. However, the mess managers appointed by the contractor shall be provided a single room in the hostel to be used by them as the office-cum-rest room.
- 34.** The contractor shall make his own arrangement for the transportation of his employees.
- 35.** Smoking and drinking within the entire area of the Mess/ Hostel in particular and the university campus, in general, are strictly prohibited. Violators of this rule shall be prosecuted as per law.
- 36.** If and when required by the university, all personnel deployed by the contractor at CRSU, Jind, will be required to display ID card while entering into the university premises. They will also require wearing the ID card all time while on duty.
- 37. Accident or Injury to Workmen-** the University shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or another person in the employment of the contractor through a claim from the insurance company. The contractor shall indemnify and keep the university indemnified against all such damage and compensation whatsoever in respect or in relation thereto.
- 38. Damage to Property-** The contractor shall be responsible for making good to the satisfaction of the Mess Committee/ Chief Warden/Warden for any kind of loss or damage to any structures and properties within the mess premises. If such loss or damage is due to a fault and/ or the negligence or willful acts or omission of the contractor, his employees, agents, representatives or sub-contractors, shall make good the loss as assessed by the Mess Committee/ Chief Warden/Warden.

39. Labour Laws -

- a) No worker below the age of 18 (eighteen) years shall be employed for the mess work.
- b) The contractor shall not pay less than what is provided under the law to workmen engaged by him for the work.
- c) The contractor shall at his own expense comply with all labor laws and keep the university indemnified in respect thereof.
- d) The contractor shall pay equal wages for men and women in accordance with the applicable labor laws.
- e) The contractor shall employ specified manpower to ensure due performance of the contract to the satisfaction of the Warden and of quality specified in the contract.
- f) The contractor shall be solely responsible as regards salary/ wages and service conditions and terms extended by the contractor to his workmen and shall in this connection maintain requisite records and comply with all laws/ enactment, rules and regulations and orders applicable to the contractor's employees/ workmen in general and in particular laws/ enactments, rules and regulations and orders dealing with employment of contract labour, payment of minimum wages, fire and safety regulations relating to employment of female workforce, security arrangements and such other rules and regulations as may be applicable at present or made applicable hereafter. In particular proper procedures and due process shall be followed as per laws and act in force when a worker has to be removed from service.

40. Safety Regulations - In respect of all labour, employed directly or indirectly by contractor to perform the assigned job as part of the agreement, the contractor shall make necessary arrangements for the safety and security of workmen at his own cost under as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, regulations, rules and orders made thereunder and such other acts as applicable.

41. Regarding compliance of statutory provisions -

- a) The university is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (Haryana State). As such, the contractor shall be required to obtain a requisite license from the office of the Regional Labour Commissioner (Haryana State) under the aforementioned Act.
- b) The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- c) The contractor shall abide by all the rules and regulations of the Labour Laws and Rules framed thereunder and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
- d) The contractor shall be wholly responsible regarding the payment of minimum wages to the mess workers. As and when the minimum wage rate is revised by the Haryana State Labour Commissioner, the contractor shall have to pay the revised rate to his workers as on that date.

- e) The contractor shall be liable to comply with the Employees' Haryana State Insurance (ESI) Act, 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act 1952.
- f) The contractor shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with the part of the contribution to the respective authorities within the statutory periods and shall provide a copy of the deposit challan under his signature to the university within one week of depositing the same to the respective authorities. The contractor shall regularly maintain a proper record in this regard, which can be inspected by the appropriate authority of the university at any time.
- g) The contractor shall pay wages directly to the workmen without any intervention of any labor contractor. The contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- h) The contractor shall be solely responsible with regard to the supervision, wages, and salary, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Regional Labour Commissioner (Haryana State) under the Minimum Wages act as in force from time to time.
- i) All employees of the contractor shall carry Employment/ Identity Cards issued by the contractor at all times.

PART- IX

RATES OF MEAL AND TERMS OF PAYMENT

1. The bidder shall only quote the rate of food per plate in **Financial Bid Form- I**.
2. The bidder will be required to quote the price of food per plate for Breakfast, Lunch, and Dinner separately to reach the final rate of per student per day.
3. **Criteria for Evaluation of Financial Bid** - Financial Bid, received online only.
4. Wages and salaries of mess staff shall be paid by the contractor as per Haryana State Minimum Wage Rates.
5. The prices/rates accepted by the contractor shall remain firm till the completion of the contract, except the new taxes enacted by the government during the contract period and applicable to this university. The prices/rates shall be deemed to include and cover all costs, expenses, and liabilities of every description and all risks of every kind to be taken in executing the work.
6. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the work and material required through the contract may not have fully and precisely incorporated them. The opinion of the Mess Committee/ Chief Warden/Warden as to the items of work which are necessary and reasonable for completion of the work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.
7. The generality of this provision shall not be deemed to be cut down or be limited in any way because in certain cases it may not be expressly stated that the contractor shall do or perform a work or

perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it May be Haryana Stated or not Haryana Stated that the same are included in and covered by the prices/ rates.

8. The contractor shall be required to provide meals to his workmen who would be willing to take the meal in the mess. However, the contractor shall not be allowed to deduct more than the approved rate on per day basis.
9. The aforementioned rates shall remain in force for one year from the date of commencement of the work and during this period the rate shall not be revised.
10. The rates so fixed will be inclusive of all taxes, duties, and levies etc. imposed by the Haryana State/Haryana State government and Local Bodies as on the date of award of the work, However, if any new tax, duty or levy is imposed or enhanced by the Government/ Local Bodies subsequent to the award of work, the same shall be reimbursed on production of proof of payment.
11. **The contractor will raise the bill on monthly basis.** The 1st bill for the month shall be submitted in the first week of every month. The Chief Warden/Warden shall ensure that the bills are paid to the contractor within 10 (Ten) working days after submission.
 - c) Maximum 4 Days Mess Off will be given to individual students under normal circumstances. Mess Off would only be given if either student is not medically fit and/or admitted in hospital/ going for academic / sports activity (deputed by the University) or for any other reason deemed fit by Hostel Authorities andhe/she submits the information through Hostel Authorities to the Mess Contractor well in advance.
 - d) For occasions like fresher party/farewell, mess service shall remain suspended and the charges payable by the students as part of daily rate shall be deducted from the contractor bill; in that regard, students' representatives in mess committee shall submit the information through Hostel Warden to the Mess Contractor well in advance.

PART- X

GENERAL INSTRUCTIONS TO BIDDER

1. Selection of successful bidder and award of the job -

Bidder shall be selected on the basis of the quoted rate of per plate-per day-per student.

- a) The work order for running mess shall be awarded to that technically qualified bidder, whose quoted rate of per plate food will be found near to our in-house estimate (5% variation +, -). **It may be understood with this example: If the in-house estimate is Rs. 100/- per plate-per day-per student (including manpower cost) and any bidder has quoted rate up to Rs. 95/- per plate, they shall be considered to award the job. If none of the bidders comes under this range, Tender Evaluation Committee (TEC) then look at the prices quoted in the upper side of up to Rs. 105/-.**

- b) If TEC fails to find any bidder in this range, they may broaden their scope of consideration with price variation of up to 10% (lower side or upper side). In this case, first preference shall be given to the bidder, who has quoted the price in the lower side and Tender Evaluation Committee finds it justified. But this price shall not be below the base price of Rs. 100/- (including manpower cost) as decided by CRSU, Jind.
- c) If TEC fails to find any bidder under these slabs, in such situation tender shall be canceled and fresh Tender shall be invited thereafter.
- d) **Merely quoting low price doesn't make a bidder L-1/ successful bidder. Their price should also be justified and commensurate with the existing market rate.**
2. **Mobilization Time** - The contractor shall have to mobilize his resources so as to commence the work within 15 (fifteen) days from the date of award of the contract.
3. **Performance Security-**
- The contractor shall be required to execute the performance security deposit, of Rupees 2.00 Lacs in the form of a Fixed Deposit Receipt (FDR)/ Bank Guarantee issued on the name of 'Registrar, CRSU, Jind. The Fixed Deposit Receipt (FDR) should be from a scheduled nationalized bank and will be held against any defaulting in performance and violation of terms and conditions. This FDR shall be effective for the entire contract period.
- The Security Deposit shall be retained up to and including 60 (Sixty) days after the contract is over. The Institute shall have an unqualified option to forfeit the same if the contractor and/or in respect of any amount due from the contractor to the institute.
4. **Return of Security Deposit** - The Security Deposit shall be refunded to the contractor without any interest after 60 (sixty) days of the expiry of the contractor within 15 (fifteen) days from the date of the issue of a "No Dues Certificate" by the Mess Committee/ Chief Warden/Warden subject to the fulfillment of all contractual obligations by the contractor. No interest shall be payable by the Institute for sums deposited as Security Deposit.
5. **Forfeiture of Security Deposit:** In case, the university makes any recoveries on any account from the Security Deposit of the contractor, the contractor shall make good the Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the contractor shall have to pay an interest @ 12 % (percent) per annum for the period of delay in making good the Security Deposit.
6. The mess premises shall always be in possession of the university and the contractor is only permitted to enter the premises to manage the mess. Whenever the contract is terminated or concluded the assigned work and university decides to not allow contractor on written notice to run the mess, the university shall be entitled to restrain the contractor from entering into CRSU, Jind premise as well as the hostel premises.

7. Income Tax (TDS), if applicable shall be deducted from all payments made to the contractor as per rules and regulations in force and in accordance with the income tax act and service tax department prevailing from time to time.
8. **Termination on contract-** The university shall reserve right to terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the university to the contractor shall be issued giving 60 (Sixty) days' notice for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances, this 60 (Sixty) days' period may appropriately be reduced.
9. If all or part of the contract is terminated in accordance with the provisions contained above, the university shall pay to the contractor charge up to the effective date of termination. However, the termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.
10. **Responsibility for Proper Upkeep of Buildings and Services-** The contractor shall be the custodian of the mess premises, all installations, furniture, furnishings, equipment, utensils, gadgets, etc., supplied by the university as part of the establishment. It will be the responsibility of the contractor to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the contractor takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good condition shall devolve upon the contractor. For this purpose, the contractor shall have to maintain close liaison with the Mess Committee and the Chief Warden/Warden to seek their support and advice in the matter.
11. Issues, not specifically clarified in the contract, shall be settled with mutual consent between the contractor and the Mess Committee, without vitiating the basic premises of the contract.
12. **Interpretation of Contract Documents-** Several documents forming the contract is to be taken as mutually explanatory. In case any discrepancy, inconsistency, error or omission in the contract, the matter may be referred to the Mess Committee/ Chief Warden/Warden, who will be empowered to take a final decision and issue instructions to the contractor about modality that has to be adopted to sort-out any specific problem. The decision of the Mess Committee/ Chief Warden/Warden shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
13. Wherever it is mentioned in the scope of work that the contractor shall perform certain work or provide certain facilities, it is understood that contractor shall do so at his own cost and the value of the contract shall be deemed to have included in the cost of such performance and provision so mentioned.
14. All material and services shall satisfy the high standards befitting the reputation of the university.
15. Once the quoted rates/prices accepted by the contractor, it shall be for all purposes whatsoever and it will be deemed that they have independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into account all contingencies as May arise due to such information or the lack of the same. The scope of work is only broadly defined and the final details

shall be finalized by the Mess Committee/ Chief Warden/Warden during the course of the execution of work.

16. The contractor shall be deemed to have examined the contract documents, to have obtained his own information in all matters whatsoever that might affect the carrying out the work at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in the description or quantity or omission therefrom, shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to have aware the scope, nature, and magnitude of the works and the requirements of the materials and labor and the type of works involved, etc., and as to what all works he has to complete in accordance with the contract documents, whatever be the defects, omissions or errors that May be found in the contract document. The contractor shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing conditions, about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for the payment of Government taxes, other charges, levies, etc.
17. Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.
18. In case of any doubt and clarity required for any clause of contract/tender, contractor May send their request in writing to the institute to settle the issue, before signing the contract. The university shall provide such clarification as may be necessary for writing to the contractor. Such clarification as provided by the University shall form a part of the contract document.
19. No verbal agreement or inference from a conversation with any officer or employee of the university before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/ obligations contained herein.
20. If the contractor or his employees break, deface or destroy the property or the establishment belonging to the university during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Chief Warden/Warden May cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the mess committee shall be final).
21. All compensation or other sums of money payable by the contractor to the university and the recoveries to be made under terms of this contract Maybe deducted from his Security Deposit or from any sums which may be due/may become due to the contractor or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the contractor shall within 10 (ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.

22. Power of Entry -

If the contractor does not commence the work in the manner described in the Tender Document/ Work Order or if at any time in the opinion of the Warden, the contractor:

- a. fails to carry out the works in conformity with the contract documents; or
- b. violate any of the statutory provisions including but not restricted to the Minimum Wages Act, ESI Act, and EPF Act; or
- c. fails to carry out the works in accordance with the contract schedule; or
- d. substantially suspends the work without authorization from the Warden; or
- e. fails to carry out and execute the works to the satisfaction of the Chief Warden /Warden; or
- f. fails to facilitate procurement of sufficient/suitable raw material or things; or
- g. commits or suffers, or permits any other breach of a kind or observes or persists in any of the above-mentioned breaches of the contract, after a notice in writing being given to the contractor by the Chief Warden/Warden requiring such breach to be remedied; or
- h. if the contractor abandons the works;

in any of the above cases, university shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with the work by his agents, workmen and the supervisors at the university in its absolute discretion. May think proper to employ without making payment to the contractor for the said material other than such Maybe certified in writing by the Chief Warden/Warden to be reasonable, then the amount of such excess as certified by the Chief Warden/Warden shall be deducted from subsequent month bill or security, which May be due for work done by the contractor and be made good under the contract and not paid for.

Any deficiency shall forthwith be made good and paid to the university by the contractor and the university shall have the power to sell in such manner and for the price as it, May think fit all material pertaining to the contractor and to recover the said deficiency out of the proceeds of the sale.

23. Force Majeure -

- a) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of God, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.
- b) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- c) The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the university without any penalty.
- d) If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the university shall have the option of canceling the contract in whole or in part thereof its own

discretion. Any situation of force majeure shall not be payable by the university under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

- 24. Release of Information** - The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.
- 25. Schedule of Rates and Payments** - The price to be paid by the university to the contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor as per the terms of the contract shall be ascertained by the bidders at the schedule of rates and payment shall be made accordingly to the work actually executed and approved by the Chief Warden/Warden.
- 26. Receipts for Payment** - The receipt for payment made on account of the work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractor is described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by any authorized person.
- 27. Completion of Contract** - Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of the contract.
- 28. Completion Certificate/ No Dues Certificate** - When the contractor fulfills these obligations under the contract, he shall be eligible to apply for a Completion/No Dues Certificate in respect of the work. The Chief Warden/Warden shall normally issue Work Completion Certificate to the contractor within 1 (one) month of receiving an application form. The contractor, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.
- 29. Arbitration** -
- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question of disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract out of or relating to the contract or breach thereof, shall be referred to a sole arbitrator to be appointed by the Vice-Chancellor of the university at the time of the dispute. The award given by the arbitrator so appointed shall be binding on both parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.
 - b) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the Vice- Chancellor of the university to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed *demayo*.
 - c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.
 - d) It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
 - e) The venue of arbitration shall be CRSU, Jind (Haryana).

f) Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

30. Jurisdiction - The contract shall be governed by and constructed according to the laws in force in India. The contractor shall hereby submit to the jurisdiction of the courts situated at for the purpose of actions and proceedings arising out of the contract and the **courts at** shall have the sole jurisdiction to hear and decide such actions and proceedings.

(Signature and Seal of the Bidder)

Place: -----

Date: -----

FORM- I FINANCIAL BID for Meals

The rates should be quoted inclusive of all charges including GST and other taxes. A quote showing any charges separately will not be considered.

Name of Firm/Agency:

S. No.	Description	Quantity	Unit	Amount (Rs.)	
				In figure	In words
1	Rate per dayper student for breakfast *	300	Each		
2	Rate per dayper student for Lunch *	300	Each		
3	Rate per day- per student for Dinner *	300	Each		
4	Total cost (Per day per student) *				

* These prices include all kind of material cost and profit margin (including manpower cost) of the contractor.

The unit/ Quantity may be increase or decrease as per availability of Student.

(Signature and Stamp of the contractor)

Salary Calculation
Manpower requirement at CRSU, Jind Mess

S. No.	Manpower Type	Required Number	Category	Haryana State Wage Rate w.e.f. 01.04.2019	Per month salary	Deduction		
						ESI @4.9% Bonus 8.33%	PF & Chang. @ 13.61%	Cost to Company
1	Mess Manager cum Store Keeper	1	Highly Skilled					
2	Cook	2	Highly Skilled					
3	Dining Hall Supervisor cum Coupon Clerk	1	Skilled					
4	Assistant Cook	2	Skilled					
5	Roti Maker	1	Semi-skilled					
6	Service boy	2	Unskilled					
7	Utensil Cleaning	2	Unskilled					
8	Ingredients cleaners	1	Unskilled					
9	Housekeeping staff/ Sweeper/ Cleaner for Dining Hall	2	Unskilled					
	Total	14						

Note: It is only for the reference of caterer and number of staff may increase or decrease based on requirements

Sample Mess Menu (Only representative menu)

Days	Breakfast*	Lunch*	Dinner *
Monday	PavBhajji + Tea/Coffee (100 ml)	Rice, Chapati, Rajmah, Seasonal Vegetables-1, Papad, Green salad, Curd	Rice, Chapati, Moong dal, Matter Paneer-1, Papad, Green salad, Gulab jamun-2(100 gm)
Tuesday	Missi Roti + Butter+Tea/Coffee (100 ml) + Curd (100 ml)	Rice, Chapati, Kala Channa, Sweet petha, Papad-1, Green salad, Curd	Roti, Dal Makhani, , Seasonal vegetable-1, Green salad.
Wednesday	AlooonionParantha(200 gm) + Tea/Coffee (100 ml)+ Curd (200 ml)	Rice, Chapati, Kadhi-Pakaudi, Seasonal Veg, Papad, Green salad,	Jeera Rice, Butter Nan, PalakPaneer Papad-1, Green salad, Ice cream (Amul- Butter scotch-100 ml)/ Kheer in Winter
Thursday	Poha/ Bread Pakora (two)+ Tea/Coffee (100 ml)	Rice, Chapati, Rajma, Seasonal vegetables-1, Curd, Papad, Green salad,	Rice, Chapati, Sambhar, Seasonal vegetables-1, Papad, Salad
Friday	Chole, Bhaturo + Tea/Coffee (100 ml)	Chapati, Rice, Kadhi-Pakaudi, Seasonal vegetable-1, Papad, Green salad, Raita	Rice, Chapati, Urad dal, Seasonal vegetables-1, Papad, Green salad
Saturday	AalooParantha (200 gm), Pickles and Curd (100 gm) + Tea/Coffee (100 ml)	Chapati, Rice Cabbage veg/ Bhindi, Aloo gravy-1, Curd, Green salad	Tandoori Roti, Chole , Mix vegetable, Papad, Green salad, Fruit Custard
Sunday	PooriChhole + Tea/Coffee (100 ml)	Pulao, Roti, Dal- Tadka (Chana/ Udad Mix), Palak/MatarAloo, Papad, Green salad, Curd	Rice, Chapati, MalaiKofta, AalooJeera, , Papad, Green salad

* This menu will be followed in the entire hostel but days can be changed as per the requirement of the hostel.

I. IMPORTANT NOTE:

- Salt, Pepper, Green chilies, & Paper napkins shall be available on all days at the time of Lunch & Dinner along with above-mentioned items
- The quantity of breakfast, lunch, and dinner shall be Limited/unlimited

II. MEAL FOR SICK STUDENTS:

- Kichdi, Dalia, Curd, Milk, Fruits or as advised by Doctor. It shall be ordered in advance (except emergency cases).

III. FESTIVE SPECIAL MEALS

Festive meals shall be served on the following occasions as decided by the student's committee:					
1.	New Year	4.	Janmashtami	7.	Diwali
2.	Republic Day	5.	Independence day	8.	Eid
3.	Holi	6.	Navratri	9.	Christmas