

झारखण्ड केन्द्रीय विश्वविद्यालय

CENTRAL UNIVERSITY OF JHARKHAND

Tender for Hostel Mess Services

Additional Terms & Conditions

SECTION – I

QUALIFICATION/ ELIGIBILITY CRITERIA

1. The bidder must have experience in the area of providing of **Mess/ Catering** services for 400 persons/ students in Central/ State Government/PSUs/Nationalised Banks/ Autonomous bodies/ Reputed Organisations in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
2. **Financial Capability:** Average annual financial turnover of the bidder in any three years during the last five Financial Years viz., 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 should be at least **Rs. 300.00 lakh** (Rupees Two Hundred Lakh only).
3. **Past Experience:**
 - (a) The bidder must have experience in the area of providing of **mess/ catering** services for 400 persons/ students in Central/ State Government/PSUs/Nationalised Banks/ Autonomous bodies/ Reputed Organisations in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
 - (b) The bidder must have successfully executed/ completed at least one work providing mess service **for at least 400 persons (at a time)** in Central/ State Government Educational Organization in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
4. Self-Attested copies of registration certificate/ documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder.
5. Copy of valid license under the relevant Act/ Rules, as applicable, promulgated by Government of India/ Concerned State in which the service is performed.
6. Self-attested copy of following additional documents:-
 - (a) GST Registration certificate
 - (b) Registration under EPFO
 - (c) Registration under ESIC
 - (d) PAN Card
 - (e) Shops and Establishments Act registration No.
 - (f) FSSAI Registration

- (g) Licence from Fire Department, as applicable
 - (h) Health Trade Licence, as applicable
 - (i) Registered branch office in **Jharkhand preferably at Ranchi**
7. Self-attested Copies of completion certificate for successfully executing/ completed work orders and experience with financial value in mess/ catering services for **400** persons, out of which **at least 300 persons (at a time)** in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and names & address of clients who may be contacted for further information on those contracts. [**Format - II**].
8. Income Tax returns filed in any three years during the last five Financial Years viz 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
9. Certified copies of Audited Annual accounts in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 by CA comprising (**Format - II**) following:-
- (a) Balance sheet
 - (b) Profit and loss Statement
 - (c) Income and expenditure account
10. Bank Account details (NEFT Mandate Form) (**Format -IV**)
11. An undertaking on non-judicial stamp paper of **Rs. 100.00** is to be furnished as per the **Format -V** of the tender document.

Note: Bidders not complying with above conditions or not providing complete information as described shall not be considered and hence out rightly rejected.

SECTION – II

ACTIVITY SCHEDULES AND OTHER REQUIREMENTS

1. Description of Services

Central University of Jharkhand requires mess services for approx. 800 students (200 nos. at Brambe Campus and 600 nos. at Cheri-Manatu Campus for the Boys and Girls Hostel at Central University of Jharkhand, Brambe and Cheri-Manatu Campus, Ranchi. The University will provide the space and amenities at Central University of Jharkhand, Brambe and Cheri-Manatu Campus, Ranchi for Mess Services. Kitchen at both the campuses will have to be run separately for Boys and Girls. **The nos. of the student may be Mess may increase or decrease upto 25% or as per requirement of the University.**

2. Activity Schedule

The Central University of Jharkhand requires mess services for **its Boys' and Girls' Hostel for approx. 800 students (Boys and Girls Hostel Mess has to be operated separately in both the campuses i.e total 4 kitchen). The number of students may increase or decrease, as per availability of students at campus.**

The activity schedule for mess services is as follows:-

- (a) The Service Provider has to provide meals to students strictly as per mess menu and timing promulgated by Authority of the University.
- (b) The food served by the Service Provider has to be prepared in clean and safe conditions as per the menu while maintaining the proper hygiene standards.
- (c) Procurement of the items, raw materials required for performing the contract is the sole responsibility of the service provider.
- (d) The Service Provider will store dry ration/ cooking material for at least **15 days** and fresh ration like vegetable, bread etc. for **02 days** for mitigating any **emergency situation**.
- (e) The Service Provider shall be solely responsible for the arrangements of gas refills and their safety.
- (f) The Service Provider shall use Good quality vegetables, fruits, dairy products, meat etc.
- (g) The Service Provider shall use only FSSAI/ AGMARK approved branded raw materials and best quality items for preparing the food. Brands/ quantity of products/ material will be decided by the authority of the University. List of permissible brands are placed at **Annexure V**.
- (h) The Service Provider shall not use any artificial colour, preservatives and other harmful chemical additives' (say, for example, mono-sodium glutamate) in any of the dishes or even store them in the mess premises.
- (i) Responsibility and safeguard of the mess (CUJ) property shall be with Service Provider. Damage to the CUJ Hostel Mess property will be recovered from security deposit of Service Provider. The University shall not provide any additional facilities to the Mess, other than the existing.
- (j) The Service Provider shall provide hand sanitizer and hand wash at designated areas.

- (k) The Service Provider shall maintain high quality of hygiene, sanitation and safety in the kitchen, dining hall, hand-wash area, dish wash area etc. All the surrounding area of the mess premises shall be cleaned and washed daily by the Service Provider.
- (l) After every meal (breakfast, lunch and dinner) all the plates, glasses, spoons and other cutlery are to be cleaned in soap solution and hot water and dried and kept ready for the next meal by the Service Provider. The Service Provider must use cleaning material of high quality.
- (m) Mess workers have to compulsorily use mask, hand gloves, aprons, cooking hats etc. while at work.
- (n) Dining hall and kitchen should be washed with water, soap solution & phenyl/ lizol and mopped after every meal by the Service Provider.
- (o) All the utensils, dinner set and other equipment required in the mess should be arranged by the Service Provider.
- (p) The Service Provider should collect the garbage from the kitchen, dining-hall, dish-wash area and dispose-off the garbage outside of the campus at designated place. The surrounding should be kept clean and hygienic by the Service Provider.
- (q) Health Check-up of the engaged employees by University Medical Officer or Authorised Medical Practitioner will be done on quarterly basis and report should be submitted in the office of DSW.

Note: Any requirement for additional work may be informed as per the requirement of the University.

3. **Manpower Schedule**

The Service Provider is required to keep at least one attendant/ mess worker per 30 students. In addition, one mess manager per 300 students, two cook and at least 03 helpers per 300 students are also to be provided for effective functioning and arrangement of the mess. Staff strength in each category of Cooks, helpers should be optimum and of sound health.

4. **Materials Schedule (Bill of Material).**

The service provider has to provide following items/ accessories at its own cost for carrying out the mess services: -

- (a) Photo Identity Cards for constant display and its loss shall be reported immediately to the Service Provider for replacement.
- (b) 02 pairs of Apron with Hat, Gloves and Mask and name tally annually. 01 additional Pair of demo Apron shall always be kept ready for any specific requirement/ special occasions/ VIP movement as directed by the university.
- (c) The Service Provider will install sufficient no. of **CCTV Camera** covering the entire mess and kitchen areas.
- (d) All the **equipment and utensils** for seamless execution of mess services are required to be provided by the Service Provider.
- (e) The Service Provider should provide a fly catcher in the mess premises.
- (f) The Service Provider will install fire extinguisher at appropriate places to prevent fire hazard.
- (g) The Service Provider shall provide proper uniform (with name tag) to their mess staff, which they must wear while on duty.
- (h) The Service Provider will provide Mess Card with bar code to all hosteller and install bar code readers at each dining hall for maintenance of attendance record of students, using mess facility, as per directive of competent authority of the University.

(i) Any additional item(s) required to execute services more efficiently, as per the Instruction/direction of University in writing or verbal order by competent authority.

5. **Essential Equipment**

Safety measures are to be provided by the Service Provider themselves. The Service Provider should provide fly catcher and fire extinguisher in the mess premises. He should install fire extinguisher etc. at appropriate places to prevent fire hazard. Safety and hygiene of Mess Kitchen, Dining Hall and Adjustment area will be sole responsibility of Service Provider.

SECTION - III

GENERAL CONDITION OF CONTRACT

1. **Bid Security:** The bidder shall submit NEFT/ Online Payment of **Rs. 15,00,000** (Rupees Fifteen Lakh Sixty Thousand only) towards Earnest Money Deposits (EMD) to the account of “**Central University of Jharkhand, Account No. : 21525023720, IFSC No.: ALLA0212104, Bank/ Branch: Indian Bank (Allahabad Bank), Brambe Branch, Ranchi**” before the last date of bid submission. NEFT / Online Payment transfer details for EMD must be submitted along with the tender document as per the following details: -

- (a) The firms/ agencies duly registered with MSME shall be exempted from paying EMD. (MSME Certificate to be attached)
- (b) The EMD shall be forfeited, if: -
 - (i) The bidder fails to commence the work as per the award letter for undertaking the job/ acceptance of letter of intent, or
 - (ii) In the event of withdrawal of offer during the validity period, or
 - (iii) Non-confirmation of acceptance of the letter of intent/ work order within the stipulated time as per the letter of intent/ work order issued by the University, or
 - (iv) The successful bidder fails to furnish the required Performance Security **within 15 days** on receipt of notification of award of work order from the University,
 - (v) If the Bidder fails to sign the Contract/ Agreement **within 21 days** on receipt of notification of award of work order from the University.
 - (vi) The bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
 - (vii) If any information/ documents furnished by the bidder is found to be incorrect/forged/fake at any stage.
- (c) Bid Security should remain valid for a period of **45 (Forty Five) days** beyond the final bid validity period.
- (d) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period or latest by the 30th day after the award of the contract.
- (e) Bid Security should be refunded to the successful bidder on receipt of a performance security.

2. **Performance Security:** On receipt of notification of award of work order from the University, the successful Bidder **within 15 days** shall furnish the performance security of **Rs. 21,00,000.00 (Rupees Twenty One Lakh only)** in the form of DD/FDR/NEFT in favour of “**Central University of Jharkhand payable at Ranchi**” issued from any of commercial bank in India in an acceptable format.

- (a) Performance security should remain valid for a period of **60 days** beyond the date of completion of all contractual obligations of the contractor/ agreement.
- (b) The Performance Security will be forfeited and credited to the University account in the event of a breach of contract/ agreement by the contractor.
- (c) It will be refunded after 60 days, post successful completion of all contractual obligations and due performance of all agreed assignments as per agreement.

3. **Contract Period:** The contract shall be initially for a period of one year which will be renewed annually on the basis of performance and mutual consent with the same terms and conditions for the maximum period of three years. The contract shall be terminated by the University giving a notice of **30 days** to this effect. However, the contract can also be terminated by the agency giving a written notice of **90 days**.
4. **Payment Terms & Conditions:** Payment to Service Provider shall be made on monthly basis. Bill/s shall be submitted by the firm/ agency after completion of every month duly enclosing therewith: -
- (a) Ink-signed copy of Commercial invoice
 - (b) Attendance/ List of students enrolled in hostel certified by an officer authorized in this regard by the University,
 - (c) Salary payment sheet of the current month, with bank transaction details duly signed by the disbursing bank authority and the employed personnel. (**Annexure II**)
 - (d) A separate challan (Duly signed & stamped by company officials) showing proof of remittance of ESI and EPF in respect of personnel deployed under the contract for previous month to the respective authorities. (**Annexure IV**)
 - (e) A separate challan of deposit of GST and TDS, as applicable (Duly signed & stamped by company officials) for previous month.
 - (f) Enclose NEFT Bank Details with photocopy of cheque to making payment through online mode of transfer.
5. The University will release payment **within 15 working days** from the date of the receipt of bills along with all the above necessary documents, if found in order.
6. The successful bidder/ firm/ agency **shall not be paid any kind of advance** under any circumstances.
7. Hostel Mess bill only be raised against the actual enrolled students. No bill will be raised during vacation.
8. **Deduction of Income Tax, GST and so on, at source from payment to suppliers:** This will be done as per existing government rules/ regulations/ laws in force during the currency of the contract.
9. **Refund from Supplier:** if the supplier, after claiming and receiving reimbursements for GST or other taxes and so on, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the university's share also (out of the payments already made by the university to that supplier) and that should be **refunded to the University**.
10. The successful bidder shall have to obtain labour license before commencement of work from concerned labour authorities, wherever applicable, under the provisions of contract labour (Regulations & Abolition) Act, 1970 and the rules/ amendments made there under from time to time. The bidder shall also ensure renewal of such license well before it's expiry.
11. The agencies/ bidders/ firms should maintain all the records/ registers / documents which are necessary under various labour laws applicable to contract labours/personnel and also shops and

establishment Act/Rules applicable to his/her establishment and make them available at CUJ at all times. Indicative list of such records is given for example, which has to be put up for signature to nominated officer by the University on monthly basis :-

- (a) Register of workmen
- (b) Employment card
- (c) Muster Roll
- (d) Register of wages
- (e) Wage slips
- (f) Overtime registers etc.

12. **Site Visit.** The bidder, at the bidder's own responsibility, risk and expenses, may be encouraged to visit and examine the site and its surroundings and shall obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

13. **Workmen Safety and Insurance.** The service provider shall alone be fully responsible for safety, security and insurance or life insurance of their employed personnel, who are engaged for the services of the university. The service provider shall provide and ensure sufficient protection gears like gloves, mask, hat etc. are being used by their workers while carrying out the work. The University **shall not be liable/ responsible** for any compensation in case of any fatal injury/ death caused to or by engaged personnel while performing/ discharging their duties/ for inspection or otherwise.

14. **Registered Branch office in Jharkhand.** The agency/ firm shall have a proper registered branch office in **Jharkhand preferably at Ranchi**. The office shall have effective communication facilities like telephone, fax, e-mail, mobile phones, vehicles etc. and manned control room to ensure quick response. **Documents pertaining to registered branch office** i.e. Registration documents, rent agreement/ property documents etc. shall be submitted with technical bid.

If due to any reason, registered branch office in Jharkhand is not available, the successful bidder must have to open registered branch office at Ranchi before the commencement of work. **If the successful bidder fails to open registered branch office at Ranchi, EMD/PBG will be forfeited.**

15. **Modification of bids.**

- (a) The University reserves the right to alter/modify any or all conditions of this tender document before submission of Technical and Financial bids.
- (b) The agencies/ bidders/ firms shall not be permitted to alter or modify their bids after last date of submission of bids.
- (c) At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing by addendum/ corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by vendor and

accepted by the university in a form of amendment/ modified Order issued and signed by the University.

16. **Selection of the Bidder.** For the purpose of selection of the bidder, a Single Stage Two Envelops System (Two Bid System) process will be followed. The response to the tender should be submitted in two parts viz. **Technical Bid & Financial Bid.**

(a) **Technical Bid:** Technical bid should contain information regarding the company/ firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. **(Format II with Format I –Check List)**

(b) **Financial Bid:** Financial bid should contain rate of the service charge required to be supplied along with tender form, duly filled and signed by the authorized person. Conditional Offer will not be accepted. **(Format III)**

(c) The Technical Bid will be opened on the prescribed tender opening date in the presence of agencies/ bidders/ firms or their authorized representatives wishes to participate. The Financial Bid of all technically qualified agencies/ bidders/ firms will be opened as per the intimated/ scheduled date and time of financial bid opening.

17. **Evaluation of bid.**

(a) Technical Bid along with pre-qualification criteria of this tender will be evaluated by an evaluation committee nominated by competent authority to conclude the tender. Financial bids of bidders who are technically qualified as per evaluation committee will only be opened.

(b) L1 (lowest bid) will be decided on lowest reasonable rate basic (as mentioned in Financial bid).

(c) **Unless otherwise stated in the price bid, it will be construed that the price quoted is inclusive of all taxes and duties. No claim in this regard will be entertained at a later stage.**

(d) The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence.

(e) In case of evaluation of Financial Bids, the Evaluation Committee will ascertain the Reasonableness of the rates quoted by the tenderer in the financial bid.

(f) **The overall successful bidder/ lowest bidder (L1) will be decided on the basis of lowest reasonably quoted hostel mess charge in Financial Bid. In case of tie to the hostel mess charge, the following criteria will applied as tie-breaker: -**

- i. Maximum average annual turnover of three financial years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 of the agency/ firm – if found equal, then;
- ii. Maximum years of Experience in Mess/ Catering Services for at least 300 persons (at a time) of the agency/ firm

18. **Rejection of Bids:**

(a) If bidders give wrong information/ forged documents in their bid, University reserves the

right to reject such bids at any stage and forfeit the **EMD**/ Performance Bank Guarantee and cancel the order, if awarded.

- (b) **If the technical offer contains any price information the offer will be summarily rejected.**
- (c) Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- (d) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection. **All pages of the tender documents have to be duly signed and stamped by the authorised signatory.**
- (e) Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- (f) The Tenderer must confirm in their bid acceptance of all the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.
- (g) The University reserves the right to reject any or all the bids without assigning any reason thereof.
- (h) Incomplete tenders, amendments and additions to tender after opening are liable to be ignored and rejected.
- (i) The Technical Bid will not be considered for bidders whose **EMD** is not found in order.
- (j) Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, signed and re-writing. **Use of fluid (whitener) is not allowed and such tenders shall be rejected.** Pages of the tender document are numbered. Additional sheets, if any added by the Service Provider, before last date of submission of bid should also be numbered by him.

19. **Withdrawal of bids.** No bidder will be allowed to withdraw it's bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's **EMD** and other sanctions.

20. **Bid Validity.** Bids should be valid for a period of **180 days** from the date of opening of bid.

21. **Settlements of disputes.** All the disputes shall be initially settled with mutual discussions or arbitration. Any dispute, disagreement of question arising out of or relating to this contract or relating to services or performance, which cannot be settled amicably, if any, with regard to providing services and interpretation of any clause in this agreement, the Hon'ble High Court of Jharkhand at Ranchi shall have the Jurisdiction.

22. **Arbitration.** The arbitration proceedings will be followed as enumerated below: -

- (a) All disputes or differences arising out of or in connection with the present contract or any part thereof, should be settled by bilateral discussions.
- (b) Any dispute, disagreement of question arising out of or relating to this contract or relating to services or performance, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

- (c) Within sixty (60) days of the receipt of the said notice, at least 03 arbitrators shall be nominated in writing by the authority agreed upon by the parties. One of the arbitrator should be an expert of security or concerned field.
- (d) The seat of Arbitration shall have be at Ranchi.
- (e) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 as amended time to time.
- (f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses there to shall be shared equally by the parties, unless otherwise awarded by the arbitrator.
- (g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
- (h) The language of the arbitration shall be English.

23. **Final decision making authority.** The Vice Chancellor, Central University of Jharkhand, Ranchi reserves the right to accept or reject any application and to annul the tender process and reject any or all applications at any time, without assigning any reason or incurring any liability to the bidders.

24. **Assignment/ Subcontracting/ Sublet.** The Firm/Agency shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted/ sublet any obligations or work hereunder without the prior written consent of the University.

25. **Cancellations of tender/ Contract:** The University reserves right to accept or reject any or all Bids. The University also reserves the right to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action. The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, e-mail, or telex notice to the Vendor, in the event that the vendor: -

- (a) Fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- (b) Appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- (c) Files a voluntary petition in bankruptcy; or
- (d) Has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- (e) Voluntarily ceases trading; or
- (f) Merges with or is acquired by a third party; or
- (g) The delivery of the services is delayed for causes **not attributable to Force Majeure** for more than **15 days** after the scheduled date of delivery. ; or
- (h) The firm/agency is declared bankrupt or becomes insolvent. ; or
- (j) The delivery of services is delayed due to causes of Force Majeure by more than (06 months) provided Force Majeure clause is included in contract. ; or
- (k) The University has noticed that the Service provider has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc. ; or
- (l) As per decision of the Arbitration Tribunal; or
- (m) Assigns any of its rights or obligations under the order to a third party without the university's prior written consent; or

- (n) Not enter into an **Agreement** with the University on **Non-Judicial Stamp Paper of Rs.100/-** (Rupees One hundred only) **within 21 days of the issue of letter of Award.**

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material/ services as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material/ service purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

26. **Access to Books of Accounts:** In case it is found to the satisfaction of the University that the firm/agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the firm/agency, on a specific request of the University, shall provide necessary information/ inspection of the relevant financial documents/information.

27. **Penalty for use of Undue influence:** The firm/ agency undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the University or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the firm/ agency) or the commission of any offers by the firm/ agency or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the University to cancel the contract and all or any other contracts with the firm/ agency and recover from the firm/ agency the amount of any loss arising from such cancellation. A decision of the University or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the firm/ agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the firm/ agency towards any officer/ employee of the University or to any other person in a position to influence any officer/ employee of the University for showing any favour in relation to this or any other contract, shall render the firm/ agency to such liability/ penalty as the University may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the University.

28. **Force Majeure clause:**

- (a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/ Services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
29. The Agencies/Firms shall perform all the assigned jobs to the satisfaction of the University and shall be liable for any loss or damage to the University as stated herein:
- a. The Agencies/Firms and its staff shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them and not knowingly lend to any person or Agencies/Firms/Agency, any effects or assets of the University under its control.
- b. In event of any loss being caused to the University that is prima-facie on account of the negligence and/or dereliction of duties by the Agencies/Firms or its staff, a Joint Committee comprising of a representative of the University and Agencies/Firms shall determine whether the loss is on account of unsatisfactory performance of the Agencies/Firms and in that case it will also determine the compensation to be paid to the University by the Agencies/Firms. The recommendations of the Joint committee will subject to the approval of the Vice Chancellor, Central University of Jharkhand or his nominee.
- c. The liabilities are met by the Agencies/Firms. For the liabilities the Agencies/ Firms may make good such a loss by compensating to the University due to negligence or poor performance by the Agencies/Firms.
- d. However the Agencies/Firms will not be held responsible for the damages caused due to Force Majeure circumstances.
30. In case, the Service Provider **does not execute the work** as per the terms and conditions of the work order/ Agreement, the same shall be **executed through** the some **other firm/ agency** and the **expenditure**, 'if any', incurred in this regard shall be **recovered** from the Service Provider's Security Deposit and Pending bills.
31. Disputes, grievances, if any, between the Service Provider and personnel deployed by it or between deployed personnel, has to be settled/ resolved by the Service Provider only.
32. **Other terms & conditions.**
- (a) Central University of Jharkhand reserves the right to verify/ seek confirmation of all original documentary evidence submitted by bidders in support of above mentioned specification for

eligibility criterion. In case any information furnished by the bidder is found to be false/ incorrect at any stage, the bid shall be summarily rejected and EMD/PBG shall be forfeited and no correspondence on the same shall be entertained.

(b) If any information furnished by the bidder is found to be incorrect at any stage, it shall be liable to be debarred from tendering/taking up of work in Central University of Jharkhand at least one year or as decided by the University. The Central University of Jharkhand reserves the right to verify the particulars furnished by the bidder independently.

(c) The Central University of Jharkhand reserves the right to reject any or all prospective bidders without assigning any reason and to restrict the list of tendered contractors to any number deemed suitable by it, if too many applications are received satisfying the basic criteria.

(d) The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Tender document unless it is called for by the University.

(e) After signing the contract, you shall deploy the requisite no. of personnel and commence the services at the earliest as per the terms & conditions of the contract and the directives of the authorities of the university.

33. **Letter of transmittal**. The bidder should submit the letter of transmittal along with tender document.

SECTION - IV

SPECIAL CONDITION OF CONTRACT

1. The service provider's deployed personnel should be polite, cordial, positive and efficient, while handling the assigned work.
2. The employed personnel action shall promote goodwill and enhance the image of the University.
3. The service provider shall be responsible for any act of commission or omission or indiscipline on the part of persons deployed by him.
4. The service provider has to provide following items/ accessories at it's own cost for carrying out the services to the employed personnel: -
 - (a) Photo Identity Cards for constant display and it's loss shall be reported immediately to the Service Provider for replacement.
 - (b) 02 pairs of Apron with Hat, Gloves and Mask and name talley annually. 01 additional Pair of demo Apron shall always be kept ready for any specific requirement/ special occasions/ VIP movement as directed by the university.
 - (c) Any additional item(s) required to execute services more efficiently, as per the Instruction/ direction of University in writing or verbal order by competent authority.
5. Safety and hygiene of Mess Kitchen, Dining Hall and Adjustment area will be sole responsibility of Service Provider.
6. The University shall not allow any employee of the Agencies/ Firms to work inside the University without Apron with Hat, Gloves and Mask except in cases wherein specifically asked for.
7. If during the period of contract the Apron is torn, it shall be the responsibility of the Agencies/ Firms to supply another apron to the employed personnel and ensure that the persons wear apron while they are on duty in the University.
8. If at any stage the involvement of the Service Provider is found, in any uncalled for activity, inside or outside the premises of the University, which may bring disrepute to the University, the contract is liable to be terminated by the University by giving 30 days notice.
9. The Service Provider should collect the garbage from the kitchen, dining-hall, dish-wash area and dispose-off the garbage outside of the campus at designated place. The surrounding should be kept clean and hygienic by the Service Provider.
10. The premises of the Hostel Mess will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the Competent Authority. No additional commercial activity shall take place in the University Campus without approval of Competent Authority.
11. The Service Provider will not be permitted to sublet/franchise the Hostel Mess. The proprietor/ authorized person should be present in the campus to carry out the business.

12. No person with any adverse police record will be allowed to work in the Hostel Mess.
13. Safety measures are to be provided by the Service Provider themselves. The Service Provider should provide fly catcher and fire extinguisher in the mess premises. He should install fire extinguisher etc. at appropriate places to prevent fire hazard.
14. Information of operation of timing of mess will be provided by Authorized officials of the University.
15. The Service Provider should display Menu and license under Food Adulteration Act 1955/FSSAI at appropriate places in the mess.
16. The Service Provider will ensure and comply with the provisions of various municipal and other Rules/Regulations/Laws of the Government in respect of wages and other benefits to their employees.
17. Menu may change as per discussion with the authorized officials of the University and Service Provider.
18. Authorized officials of the University will evaluate the quality of food and the materials used for preparation of the food and will have the right to impose fine/penalty in case of unsatisfactory service.
19. The quoted price should be inclusive of all taxes like GST etc.
20. ***NO RENT will be required to be paid for hostel mess by the service provider.***
21. The food served by the Service Provider should be warm and has to be prepared in clean & safe conditions as per the menu while maintaining the proper hygiene standards.
22. The Service Provider should wash and maintain dining hall, hand-wash area, dish wash area etc. in highly clean conditions.
23. The Service Provider should also provide hand sanitizer and hand wash.
24. The Service Provider should maintain high quality of hygiene, sanitation and safety in the kitchen and dining hall. All the surrounding area of the mess premises should be cleaned and washed daily by the Service Provider.
25. After every meal (breakfast, lunch and dinner) all the plates, glasses, spoons and other cutlery are to be cleaned in soap solution and hot water and dried and kept ready for the next meal by the Service Provider. The Service Provider must use cleaning material of high quality.
26. Mess workers have to compulsory use mask, hand gloves, aprons, cooking hats etc. while at work.
27. Dining hall and kitchen should be washed with water and soap solution and mopped after every meal by the Service Provider.

28. All the utensils, dinner set and other equipment required in the mess should be arranged by the Service Provider.

29. The service provider agency shall ensure proper conduct of the personnel deployed in University campus and enforce prohibition of consumption of alcoholic drinks, chewing tobacco, smoking, loitering etc.

30. All services shall be performed by persons qualified and experienced in performing such services.

31. The University shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the service provider.

32. The service provider shall depute an experienced and qualified Supervisor/ Manager for seamless management of employed personnel.

33. The service provider's employed staffs, in any circumstances, **shall not** divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative /organisational matters as these are confidential / secret in nature.

34. The service provider's employed staffs, in any circumstances, **shall not claim** any benefit / compensation/ absorption /regularization of services from the University under the provisions of Industrial Disputes Act., 1947 and Contract Labour (Regulation & Abolition) Act, 1970. An undertaking to this effect from the personnel engaged shall be submitted by the service provider to the University. **(Format V)**

35. The service provider shall ensure deployment of suitable personnel post collection and diligent verification of following documents **(Pre-requisites):** -

- (a) Certified/ proper background/ character verification certificate by the local police
- (b) Proof of identity as per document issued from Govt. of India/ Jharkhand.
- (c) Proof of residence as per document issued from Govt. of India/ Jharkhand.
- (d) Proof of Age/ DOB as per document issued from Govt. of India/ Jharkhand.
- (e) Aadhaar Card
- (f) PAN Card
- (h) Recent Coloured Photographs (02)
- (j) Bank account details
- (k) Certified previous work experience certificate
- (l) Education qualification certificate
- (m) Resume with all standard/ required details as per format **(Annexure - III)**
- (n) Any other relevant documents/ certificate as directed by the university.

36. The character and antecedents along with all the above documents of each employed personnel has to be verified by the agency/ service provider before their deployment and a certification with copy of all above supporting documents to this effect, is to be submitted to the University within 01 month of deployment of personnel.

37. The service provider shall engage the sufficient and appropriate qualified personnel as required for services. The said personnel engaged by the service provider shall be the employees of the service provider

and it shall be the duty of the service provider to pay their wages every month as per the Minimum Wages Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, Payment of Wages Act, 1936.

38. The Service Provider shall be wholly and exclusively responsible for payment of wages, EPF, ESIC, Bonus etc. to the persons engaged by it, in compliance of all the statutory obligations under all related legislations as applicable to it; from time to time including Minimum Wages Act, 1948, Employees Provident Fund Act, 1952, ESI Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970 etc., and CUJ shall not incur any liability for any expenditure whatsoever on the persons employed by the service provider on account of any obligation.

39. The Service Provider shall maintain the following register counter signed by Authorized officials of the University:-

- (a) Food Quality Register
- (b) Complaint & Suggestion Register
- (c) Quality & Availability of Raw Material
- (d) Register of workmen
- (e) Employment card
- (f) Muster Roll
- (g) Register of wages
- (h) Wage slips
- (i) Overtime registers etc.

40. Health Check up of the engaged employees by University Medical Officer or Authorised Medical Practitioner will be done on quarterly basis and report should be submitted in the office of DSW.

41. The Service Provider shall ensure of providing **ESI cards** to all the employed personnel **within one month** of commencement of work under this contract to enable them to avail of the entitled medical facilities.

42. **The minimum wages as per the notifications by the Ministry of Labour & Employment, Govt. of India or the State Government / Union Territory Administration, whichever is higher, as per the Minimum Wages Act, 1948, , revised from time to time shall be applicable for the engaged personnel.** The Service Provider shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through **e-transfer only** as per the **minimum wages notified by the Ministry of Labour & Employment, Govt. of India or the State Government / Union Territory Administration, whichever is higher, as per the Minimum Wages Act, 1948**, revised from time to time. **Payment in cash is totally prohibited.** A certificate that the wages have been paid in accordance with the said notification should invariably be furnished along with bank transfer details/ bank manager certificate (**Annexure II**) by the service provider every month along with the monthly bill to the University.

43. The Service Provider shall be available to contact at all times (24 X 07 Hrs a day) and message sent by WhatsApp, SMS, E-mail, Fax or any Special Messenger from University to the service provider shall be acknowledged immediately on receipt on the same day.

44. The Service Provider has to maintain EPF account of each person employed.

45. It will be **sole responsibility of the Service Provider** to maintain/ open EPF/ ESI account and bank account of all serving/ newly joined personnel. EPF/ ESI account and bank account of all newly joined personnel has to be opened within one month of his/ her joining.

46. The Service Provider shall be **solely responsible** for any query raised from the office of Regional/ Assistant Labour Commissioner on issues related to EPF/ESI, minimum wages, bonus etc to the employed personnel.

47. The successful bidder shall enter into an Agreement with the University on **Non-Judicial Stamp Paper of Rs.100/- (Rupees One hundred only) within 21 days** of the issue of letter of Award. **Non-fulfilment of this condition** of executing an agreement/ contract document by the contractor would constitute **sufficient ground for annulment of the contract** and terms and conditions of EMD will be executed, **as per GFR – 225 (vi)**.

48. In case, the Service Provider fails to make payment of minimum wages to his personnel deployed under the contract, the performance guarantee and the amounts payable by the university to the Service Provider, shall be utilized by the University to discharge primary liability of the Service Provider towards various services/ personnel and also liable to terminate the agreement.

49. The Service Provider shall ensure adherence to all relevant acts/ laws including (as amended from time to time): -

- (a) The Contract Labour (Regulations & Abolition) Act, 1970
- (b) The Payment of Wages Act, 1936
- (c) The Workmen Compensation Act, 1923
- (d) Minimum Wages Act, 1948
- (e) ESI Act 1948
- (f) The Employee's Provident Fund and Miscellaneous Provisions Act, 1952
- (g) The Industrial Disputes Act, 1947
- (h) The Payment of Bonus Act, 1965
- (j) The Payment of Gratuity Act, 1972
- (k) The Equal Remuneration Act, 1976
- (l) The inter-State Migration Workmen (Regulation of Employment and Conditions of Services) Act, 1979
- (j) Food Safety and Standards Authority of India (FSSAI)
- (k) Shops and Establishment Act

50. ***Employment of Child Labour is totally prohibited and punishable, as per the rule and regulations of Government of India.***

51. For every 06 (six) days of duty of employed personnel, 01 (one) day off will be given. The Service Provider must ensure that it's engaged personnel must get **01 (one) day rest/ off in a week** and also he/she **should not work more than 26 days in a month**. Working hours would be normally 08 hours per day during working days. The Service Provider shall submit copy of attendance register duly countersigned by the controlling officer authorized by the University for Payment.

52. **Penalty: -**

(a) In the event of mismanagement, negligence and non-adherence of the terms and condition of the contract, following amount will be imposed as penalty: -

Sl. No.	Reason of Penalty	Amount (in rupees)	Remarks
(i)	Poor Food Quality	2500.00	Per instance
(ii)	Poor Hygiene	2500.00	Per instance
(iii)	Any employed personnel found under influence of intoxicants/ drugs/ liquor	500.00	Per staff per instance
(iv)	Not in proper Uniform	500.00	Per staff per instance
(v)	Misbehave/ misconduct with students/ employees of University by employed personnel	500.00	Per staff per instance
(vi)	Poor quality raw material including Milk, Paneer, Fish, Meat etc.	2500.00	Per instance
(vii)	Fails to supply the meal on time (more than 30 minutes)	500.00	Per instance
(viii)	Shortage of Meal	2000.00	Per instance
(ix)	Deviation of Meal/ Menu	1000.00	Per instance/ meal
(x)	Non-operational Fly Catcher/ Fire Extinguisher	500.00	Per day
(xi)	Un-necessary/ unauthorized use of Electricity	5000.00	Per instance
(xii)	Non availability of complaint Register at the designated place	500.00	Per instance
(xiii)	Soft objects like hair, rope, plastic, cloth etc. found in Food	500.00	Per instance
(xiv)	Hard and/ or sharp object like glass pieces, nails, hard plastics etc. found in Food	2500.00	Per instance
(xv)	Stones/ pebbles of diameter more than 02 mm found in Food	500.00	Per instance
(xvi)	Insect cooked along with Food	5000.00	Per instance
(xvii)	If the vegetable or any other item is not cooked properly	1000.00	Per instance
(xviii)	Failure to maintain proper health check up of the workers	2000.00	Per instance
(xix)	Three or more complaints of unclean utensils in a day	500.00	Per instance

Note:- Food poisoning shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract & possible blacklisting of the service provider and other action as per law.

(b) Additionally, the University may require the service provider to dismiss or remove and immediately replace the employed personnel from the site of work, as per following service conditions, if: -

- (i) He/ She observed to be incompetent to discharge the assigned duties.
- (ii) His/ She misconducts with the university officials or students.
- (iii) He/ She observed to be involved in activities which are considered as threat to the security of university.
- (iv) He/ She observed to be involved in any unlawful activities within the premises or outside of the university.
- (v) He/ She founded intoxicated.
- (vi) He/ She observed in Security risk.
- (vii) He/ She founded in conflict of interest.
- (viii) He/ She founded in breach of confidentiality.
- (ix) Instruction/ direction received from University in writing or verbal order by competent authority.

(c) If any personnel employed by the agency found to be involved in repeated offence (as mentioned above) twice or found involved in any of the two or more offences at a time, the total penalty will be double the above mentioned penalty amount. The concerned involved engaged personnel should be removed from service immediately and university may review the performance of the agency for termination of contract.

Provided, that such cancellation shall be only on issuance of notice to show cause as to why in view of the default the contract be not cancelled and provided further that it would be open to the University to impose a penalty for forfeiting security deposit in lieu of the cancellation. However, neither the cancellation nor penalty shall be imposed without giving opportunity to show cause against either of the proposed actions and the failure of the service provider to give a satisfactory reply in response thereto within the time allowed for filing reply.

53. **Warning:** - The Campus of Central University of Jharkhand is NO SMOKING ZONE hence, if any staff of the Agencies/Firms should be found smoking, eating pan, gutka or intoxicants/ drugs, due to administrative and financial actions will be taken.

54. It is mandatory on the part of the Service Provider to serve each item of menu at the rates and quantity as given in the menu.

55. CUJ shall provide the following:

- (a) Water for cooking, washing and cleaning.
- (b) Drinking water
- (c) Electricity for exclusive purpose of running the dining facilities and mess equipment
- (d) The Service Provider should adopt better conservancy measures as water is ELIXIR of human life and no wastage is allowed.
- (e) Electricity should not be used for other than cooking purposes and at any point of time no electric stoves should be allowed for cooking and that should be based on Gas system.

56. Procurement of the items, raw materials required for performing the contract is the responsibility of the service provider with the approval of the Authorized officials of the University. The Service Provider will store dry ration/ cooking material for at least **15 days** and fresh ration like vegetable, bread etc. for **02 days**

for mitigating any **emergency situation**.

57. The Service Provider shall be solely responsible for the arrangements of gas refills and their safety.
58. The Service Provider shall use Good quality of vegetables, fruits, dairy products/meat etc.
59. The Service Provider shall use only FSSAI/ AGMARK approved branded raw materials and best quality items for preparing the food. Brands/ quantity of products/ raw material will be decided by the Authorized officials of the University.
60. Caterers should not use any artificial colour, preservatives and other harmful chemical additives (for example, mono-sodium glutamate) in any of the dishes or even store them in the mess premises.
61. Responsibility and safeguard of the mess (CUJ) property shall be with Service Provider. Damage to the CUJ Hostel Mess property will be recovered from security deposit of Service Provider. The University shall not provide any additional facilities to the Mess, other than the existing.
62. The Mess should be run in the name of the University Mess and other name should not be used. The walls and surroundings of the mess should not be used for paintings/ advertisement. Stay of unauthorized persons beyond Mess hours or indulging in anti-social activities shall be viewed seriously and proper action will be initiated in such cases.
63. The authorized CUJ officials shall have every right to inspect the hostel mess without any notice and take appropriate action.
64. The Service Provider should not cater any prohibited items in the mess. In case of violation of terms & conditions, the CUJ may take appropriate action and/ or terminate the agreement, including the forfeiture of Security Deposit.
65. The Hostel Mess will be closed during Summer Vacation, Mid-Semester Break and Winter Vacation as per notified by the University from time to time and no bill shall be raised for the said period.
66. The Service Provider shall vacate the provided premises and hand over all fixtures, furniture etc. which are University property in good condition at the termination of the contract.
67. The Service Provider shall not make or permit any construction or structural alternation or additional fittings inside the premises or the work place without prior written approval of the competent authority.
68. The Service Provider is required to keep at least one attendant/ mess worker per 30 students. In addition, one mess manager per 300 students, two cook and at least 03 helpers per 300 students are also to be provided for effective functioning and arrangement of the mess. Staff strength in each category of Cooks, helpers should be optimum and of sound health. The Service Provider shall be responsible for the proper conduct and behaviour of the employees engaged. The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility. All workers must be provided uniform along with safety cap on their head and gloves in their hand. They must maintain personal hygiene. **No female worker shall be allowed to work/ stay in mess and kitchen premises between 10.00 PM to 05.00 AM except Girls Hostel.** It is to be ensured that whenever the mess

workers are on duty they should be in Uniform with nameplates to be displayed prominently. The Uniform should be cleaned/ washed at least thrice a week.

69. The Service Provider should ensure that all the employees are free from communicable diseases. Medical fitness certificate of each mess employee certifying that he/ she does not carry an infectious or contagious disease is required to be submitted with the University authority by the service provider.

70. Food/ any other item should not be served inside the room of the hostel unless in exceptional cases or ill health and only on directives of Hostel Warden.

71. The Service Provider shall provide light food to the sick students during his/ her/ their sickness period as per advice of the doctor/ hostel warden and no extra charge will be paid by the University for the same.

72. The Service Provider will install CCTV Camera covering the entire mess and kitchen area and every day's activities including serving of food items to the students must be recorded properly and preserved. The Service Provider will also extend/install the controlling key of these CCTV cameras to the office of the Chief Warden/Hostel Administration, so that the Hostel Authority can simultaneously regulate/control/vigil the activities of the kitchen and mess areas.

73. Owner of the agency or his/her representative must be present at the meeting called by University to decide various issues relating to mess and/or the hostel.

74. Cooking material should be branded and as per FSSAI standards. Substandard materials shall not be allowed to be used. The service provider will follow **Annexure V** regarding permissible brands of specific consumables.

75. All the items to be served in the Mess including curd shall be prepared preferably in the respective Mess of the Hostel.

76. The Service Provide will have to prepare the food in the kitchen space provided by the University using Commercial LPG only. No coal or other fuel will be allowed. Use of heater in the mess shall be strictly prohibited.

77. The items of food served will be checked by the committee constituted by the Authorized officials of the University of CUJ. Such quality audit may be a test audit or random audit. In case of dispute on quality between Service Provider and the quality committee the Vice Chancellor will be the sole arbitrator and His/ her decision shall be final and binding on both the parties.

SECTION - V

FORMATS

Format - I

CHECK LIST

(To be filled by the bidder and submit supporting documents along with the Technical Bid.)

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

S. No.	Document details	Yes/ No	Page No. of Supporting documents
1	Signed copy of Tender documents		
2	EMD		
3	Valid MSME Certificate, if applicable		
4	Company/ Firm registration details		
5	Authorization details		
6	Registered branch office in Jharkhand . (Attached Copy of Registration documents/ rent agreement/ property documents etc.)		
7	PAN No.		
8	GST No.		
9	FSSAI Certificate		
10	Shops & Establishment Act Registration Certificate		
11	Licence from Fire Department, as applicable		
12	Health Trade Licence, as applicable		
13	Bank accounts details for NEFT payment		
14	EPFO		
15	ESIC		
16	Attach copy of completion certificate for successfully executing/ completed work orders in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 experience for providing mess/ catering services for 300 persons/ students to Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations.		
17	Attach copy of completion certificate for successfully executing/ completed work orders for at least one work providing mess service for at least 300 persons (at a time) in Central/ State Government Educational Organization in any year		

	during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.		
18	Income Tax Return in any three years during the last five Financial Years viz., 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.		
19	Certified copies of CA Audited Annual accounts of any three years during the last five Financial Years viz., 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 comprising following :- (a) Balance sheet (b) Profit and loss Statement (c) Income and expenditure account		
20	Client list and work done list of the similar orders executed during the last three years.		
21	No. of years of experience in Mess/ Catering Services (Attach supporting documents)		
22	Acceptance of all terms / conditions towards after sales / services as mentioned in the bidding document.		
23	Declaration of Non-Black Listing of firm, No family member/ relative at CUJ and other terms & conditions on Non-Judicial Paper (as per Format V)		
24	Signed copies of any other documents as mentioned in tender		
25	Any other supporting documents/ certificate/ information supplied by bidder		

Note: The tender shall be submitted online in two parts (Technical Bid and Financial Bid).The offers submitted by Post/ Fax/ email shall not be considered. No correspondence will be entertained in this matter.

(Signature of the bidder with stamp of firm with Date)

TECHNICAL BID**(A) GENERAL INFORMATION**

Sl. No.	Particular	Details
1	Name of the firm/ contractors/ agency	
2	Address of the firm/ contractors/ agency	
3	Address of Registered branch office in Jharkhand	
4	Mobile No.	
5	E-mail	
6	Registration Number and date of registration of company / cooperative / agency / SHG / Society, if any	
7	Year of Establishment	
8	Type of Organization: (Whether Proprietorship, Partnership, Private Ltd. Company or Co-operative body etc. In case the bidder is a non-individual, Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case should be enclosed)	
9	GST Registration No.	
10	PAN Card No.	
11	Bank Accounts Details	
12	FSSAI Certificate	
13	Shops & Establishment Act Registration Certificate No.	
14	Licence from Fire Department, as applicable	
15	Health Trade Licence No., as applicable	
16	EPFO Registration No.	
17	ESIC Registration No.	
18	Annual Turnover (Rs. in Lakh) in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.	FY 2018-19 Rs..... FY 2019-20 Rs..... FY 2020-21 Rs..... FY 2021-22 Rs..... FY 2022-23 Rs.....

19	Income Tax Return in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.	FY 2018-19 Rs..... FY 2019-20 Rs..... FY 2020-21 Rs..... FY 2021-22 Rs..... FY 2022-23 Rs.....
20	Performance certificates from previous clients with contact no. from 2018-19 to till date separately in respect of works.	
21	Have you satisfactorily completed at least three years' experience for providing mess/ catering services for 300 persons/ students to Central/ State Government/ PSUs/ Nationalised Banks/ Autonomous bodies/ Reputed Organisations?	
22	Have you satisfactorily completed at least one work providing mess service for at least 300 persons (at a time) to Central/ State Government during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.	
23	No. of years of experience in Mess/ Catering Services	
24	Any other relevant information important in the opinion of the tenderer.	
25	Name and Mobile Number of senior executives, who can be contacted at any time.	

Note: Attach supporting documents for all the above mentioned details. Bidder may use separate / additional sheet wherever required)

(Signature of the bidder with stamp of firm with Date)

TECHNICAL BID

(B) FINANCIAL INFORMATION

Financial Analysis: Furnished following financial details, duly supported by certified copy of audited balance sheet, profit & loss statement for the last three financial years : -

Financial Year	Annual Turn over	Profit/ Loss	Remarks
FY 2020-21			
FY 2021-22			
FY 2022-23			
Gross Total			
Average Annual Turnover of three years			

(Signature of the bidder with stamp of firm with Date)

Details of certifying Chartered Accountant

Name:-

Reg. No.-

Membership No.-

Address with Mobile No. and E-mail -

Certified by Chartered Accountant (ink signed with stamp)

TECHNICAL BID

(C) DETAILS OF SIMILAR WORKS COMPLETED DURING LAST THREE (03) YEARS.

Sl. No.	Name & address of the organization	Work details	Cost of work in Lakh	No. of persons to whom mess/ catering services have been provided	Date of Commencement as per the contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration pending/ in progress with details*
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

*Indicate gross amount claimed and amount awarded by the Arbitrator

Notes: -

1. Submit the relevant supporting documents.
2. Please mention all works executed equal to or above the qualifying amount.
3. For stipulated date of completion, submit copy of work order.
4. For actual date of completion, submit copy of completion certificate from the purchaser.
5. Please clearly indicate the works (in the above form) on the basis of which pre-qualification is being sought.

(Signature of the bidder with stamp of firm with Date)

FINANCIAL BID / BOQ

Scope of work: "Providing Hostel Mess Services for students (Boys & Girls) at Central University of Jharkhand, Ranchi."

Name and full address of the Agencies/Firms: (with Email Id & Tel./Mobile No.)

Particulars		Rate	Ramarks
Hostel Mess Charge	<i>Per student per month</i>	Rs. (Inclusive of all taxes)	Tentative Menu at Annexure I

Note: -

- (a) The rate will be inclusive of all taxes like GST. The University will not be responsible for any changes in the tax rate during the contract. The Comparative chart will be prepared on the basis of Para 17 of GCC of tender document.
- (b) **The rate must be quoted per student on monthly basis. The rate quoted other than the prescribed format shall be rejected.**
- (c) The Financial Bid in any other format shall be outrightly rejected.

(Signature of the bidder with stamp of firm with Date)

NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) – MANDATE FORM

- (1) Name of Account holder: _____
- (2) Bank Name: _____
- (3) Bank Branch Address: _____
- (4) Account Type: Savings/Current/Cash Credit/NRI _____
- (5) Account No. _____
(Bank account number should be written from left to right)
- (6) IFS Code: _____
- (7) MICR Code.: _____
- (8) Bank Registered Mobile number: _____
- (9) Bank Registered E-Mail Id: _____

Signature of the Account holder

Date:

Enclosure:-

(a) Cancelled cheque leaf

Or

(b) if cheque is not having the name of bank holder then Photo copy of the page of Bank pass book containing details of Bank accounts number, IFS code etc.

DECLARATION BY THE BIDDER

(To be executed & attested by Public Notary / Executive Magistrate on Non-Judicial Stamp paper of Rs. 100/- by the bidder)

I / We _____ Proprietor of M/s. _____ do hereby declare following, that:-

1. The firm/ company namely M/s. _____ **has not been blacklisted or debarred** in the past by Union/ State Government or organization from taking part in Government tenders in India.
2. Neither myself nor any of my family members are employee of the Central University of Jharkhand.
3. I/ We do accept all the terms and conditions of the tender documents towards “Tender for *Providing Hostel Mess Services for students (Boys & Girls) at Central University of Jharkhand, Ranchi.*”.
4. I/ We have not involved in any litigation, current or during the last five years, the parties concerned and disputed amount.
5. All services shall be performed by persons qualified and experienced in performing such services.
7. In any circumstances, I or our engaged personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative /organisational matters as these are confidential/ secret in nature.
9. In any circumstances, the engaged personnel by our agency shall not claim any benefit/ compensation/ absorption /regularization of services from the University under the provisions of Industrial Disputes Act., 1947 and Contract Labour (Regulation & Abolition) Act, 1970.
10. I/ We shall engage the appropriate qualified personnel. The said personnel engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their wages every month as per the Minimum Wages Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, Payment of Wages Act, 1936 **by the Seventh (07) day of the following month without linking to payment to be received from the University.** In case of delayed payment, I/ We are liable to pay the penalty as decided by the competent authority which shall be binding with us.
11. I/ We shall be wholly and exclusively responsible for payment of wages, EPF, ESIC, Bonus etc. to the persons engaged by it, in compliance of all the statutory obligations under all related legislations as applicable to it; from time to time including Minimum Wages Act, 1948, Employees Provident Fund Act, 1952, ESI Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970 etc., and CUJ shall not incur any liability for any expenditure whatsoever on the persons employed by the service provider on account of any obligation.
12. I/ We shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through e-transfer only as per the minimum wages notifications issued by Govt. of Jharkhand from time to time. Payment in cash is totally prohibited.
13. I/ We shall be available to contact at all times (24 X 07 Hrs a day) and message sent by WhatsApp,

SMS, E-mail, Fax or any Special Messenger from University to the service provider shall be acknowledged immediately on receipt on the same day.

14. I/ We will be sole responsibility of the Service Provider to maintain/ open EPF/ ESI account and bank account of all serving/ newly joined personnel. EPF/ ESI account and bank account of all newly joined personnel has to be opened within one month of his/ her joining.

15. I/We shall replace immediately any of its personnel, if they are found to be unacceptable by the University because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instructions from the University in writing or verbal.

16. I/We shall not engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the firm/agency, on a specific request of the University, shall provide necessary information/ inspection of the relevant financial documents/information.

17. I/We shall be responsible for all the acts of the engaged personnel and will be liable for penalties as decided/ promulgated by the University.

18. The University shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the service provider.

19. I/We shall enter into an **Agreement** with the University on **Non-Judicial Stamp Paper of Rs.100/-** (Rupees One hundred only) **within 21 days of the issue of letter of Award**. Non-fulfilment of this condition of executing an agreement/ contract document by the contractor would constitute sufficient ground for annulment of the award of the contract and forfeiture of Earnest Money Deposit.

20. I/We shall ensure adherence to following relevant acts/ laws including (as amended time to time): -

- (a) The Contract Labour (Regulations & Abolition) Act, 1970
- (b) The Payment of Wages Act, 1936
- (c) The Workmen Compensation Act, 1923
- (d) Minimum Wages Act, 1948
- (e) ESI Act 1948
- (f) The Employee's Provident Fund and Miscellaneous Provisions Act, 1952
- (g) The Industrial Disputes Act, 1947
- (h) The Payment of Bonus Act, 1965
- (j) The Payment of Gratuity Act, 1972
- (k) The Equal Remuneration Act, 1976
- (l) The inter-State Migration Workmen (Regulation of Employment and Conditions of Services) Act, 1979
- (l) Food Safety and Standards Authority of India (FSSAI)
- (m) Shop and Establishment Act

21. The information furnished in the Technical bid is true, complete and correct to the best of my knowledge and belief, I undertake that in the event of any information being found fake or false at any

stage, my tender shall liable to be cancelled/ terminated without any notice or compensation in lieu thereof shall be given.

21. In case the above information found false, I/ We are fully aware that the tender/ contract will be rejected/ cancelled by the Central University of Jharkhand, Bid Security/ Performance Security shall be forfeited and will be debarred from any future tendering process. Pay the penalty as fixed by the University in addition to forfeiture of the performance guarantee for causing administrative inconvenience to the University. The University may also initiate the process of blacklisting our firm/agency for the breach of contract. In addition to the above, Central University of Jharkhand, will not be responsible to pay the bills for any completed/ partially completed work.

Deponent

Witness:-

- 1.
- 2.

Name _____

Address _____

Attested: _____

(Public Notary/ Executive Magistrate)

MENU DETAILS
HOSTEL MESS MENU

Days	Breakfast	Lunch	Dinner
Timing	07.30 am to 08.30 am	01.00 pm to 02.30 pm	08.00 pm to 09.30 pm
Mon	Allu Paratha + Chatnni + Tea	Rice, Tawa Roti, Dal, Season Vegitable, Salad, Papad.	Rice, Tawa Roti, Dal, Soyabeen Sabji, Achar.
Tue	Idly (2 Pc, 100 gm each), Sambhar (Unlimited), Chutney (Proportionately) + Tea	Rice, Tawa Roti, Dal, Season Vegitable, Salad.	Rice, Tawa Roti, Dal, Veg Koftta, Haloowa, Achar.
Wed	Puri (5 Pc, 50 gm each), Allu Channa Sabji, Achar + Tea	Rice, Tawa Roti, Dal, Seasonal Vegitable, Pappad	Rice, Tawa Roti, Dal, Chicken (Non Veg)/ Saahi Paneer (Veg.).
Thu	Dal Parath + Chutney + Tea	Rice, Tawa Roti, Dal, Kadhi with Pakoda, Achar.	Rice, Tawa Roti, Channa Allu Sabji + Khir
Fri	Sattu Paratha + Chutney + Tea	Rice, Tawa Roti, Rajma Sabji.	Rice, Tawa Roti, Egg Kadhi (2Pcs.) for Non Vegetarian ./ Mix Veg for Vegetarian
Sat	Puri (5 Pc, 50 gm each), Allu Channa Sabji, Achar + Tea	Khichadi, Aloo Chokha, Chutney, Papad.	Rice, Tawa Roti, Dal, Veg Manchurian
Sun	Poha + Chutney +Tea	Biryani with Raita + Chutney	Rice, Tawa Roti, Dal, Fish Curry (Non Veg.)/ Paneer Butter Masala (Veg.)

Note :

- a. The Rice, Dal and Chapatti in lunch and dinner shall be unlimited.
- b. Pickle, Salt, Peeper of Standard Make to be placed on table and to be refilled on regular basis.
- c. Paneer, Chicken, Fish and sweets should be in good quality.
- d. There shall be no repetition of vegetables in lunch and dinner as well as subsequent days.
- e. The Menu shall be change every month, by the Authorized officials of the University in consultation with the Service Provider.
- f. The timing of serving of meals may be change, if required, by the Authorized officials of the University in consultation with the Service Provider.

Signature and Stamp of the Company

Format**Bank Transaction Details of Deployed Personnel**

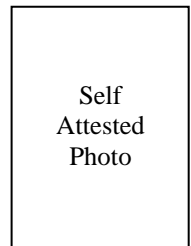
Sl. No.	Name of deployed Personnel	Account No.	IFSC Code	Amount Transfer from Agency	Bank Transaction ref. no.	Remarks/ Signature of deployed personnel

Signature and stamp of Bank

FORMAT-RESUME (for engaged employees)

1. Name : _____
2. Father's Name : _____
3. Date of Birth* : _____
4. Sex : _____
5. Reservation Category *, if applicable : _____

6. Religion : _____
7. Nationality : _____
8. Marital Status : _____
9. Height : _____
10. Weight : _____
11. Language Known : _____
12. Contact No. (Mobile) : _____
13. Email : _____
14. Address : _____
: _____
: _____



15. Educational Qualification*:

Examination	Board/University	Year	Division	Percentage

16. Technical Qualification, if available* : _____
17. Working Experience* : _____
18. Aadhar No* : _____
19. PAN Card No* : _____
20. Bank A/c No* : _____

Attach Proof)

UNDERTAKING

- (a) I _____, do hereby declare that I shall not divulge or disclose, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as these are confidential / secret in nature, in any circumstances to any person.

- (b) I _____, do hereby declare that the information furnished as above is true and correct to the best of my knowledge and belief, I undertake that in the event of any information being found fake or false any stage, my candidature shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof shall be given.

Place:

Date :

Signature

PERMISSIBLE BRANDS OF SPECIFIC CONSUMABLES*

Sl.No.	Items	Representative Brands
1.	Salt	Ankur, Tata Salt, Ashirbad salt or equivalent
2.	Grind Spices (Including Chili powder, Turmeric powder, Coriander Powder, Cumin Powder, White Pepper Powder, Asafetida etc)	MDH, Everest, Patanjali, TATA Sampann
3.	Whole Spices [Bay Leaf, Aniseed, Cardamom, Carom Seed, Cinnamon, Clove, Coriander Seeds, Fenugreek, Brown Mustard Seed, Sesame, Fennel Seed, Star Anise, Black Pepper, Kasoori Methi etc]	Brand Approved by FSSAI
4.	Other Spices [Garam Masala, Gravy Masala, Pavbhaji, Sambhar Masala, Chat Masala etc.]	MDH/Everest/TATA Sampann/ Patanjali
5.	Ketchup	Maggi, Kissan, Heinz, TOP
6.	Cooking Oil	Dhara, Sundrop, Fortune, Saffola, Engine, Patanjali
7.	Pickle	Lal's, TOP, Nilons
8.	Wheat Atta	Ashirwad Chakki Atta, Annapurna, Patanjali, Kitchen Fresh
9.	Papad	Lijjat, Haldirams or equivalent brand
10.	Butter	Amul, Britannia, Govardhan
11.	Bread	Moreish, Modern, Britannia or equivalent
12.	Jam	Kissan, Maggi, TOP
13.	Ghee	Amul, Govardhan, Bitannia
14.	Milk	Sudha/ Amul / Megha
15.	Paneer	Sudha/ Amul / Megha
16.	Tea	Brook Bond, Lipton, TATA Tea
17.	Coffee	Nescafe, Bru
18.	Rice	Patanjali, TATA, Ashirbad or equivalent
19.	Dal	Any standard brand approved by Mess Committee
20.	Ice Cream	Amul
21.	Chili/Soya Sauce	TOP/KISSAN
22.	Vinegar	TOP or any other standard Brand
23.	Baking Powder	Funfoods/Cadbury/equivalent
24.	Noodles	Chings/Barilla/DelMonte/Borges/equivalent
25.	Corn Flakes	Kellogg's/Nestle/TOP
26.	Namkeen	Haldiram/ Balaji/Bikaner/ Patanjali
27.	Besan	Patanjali /TATA/Equivalent
28.	Maida	Kitchen King/Ashirvad/Patanjali
29.	Chocolate Health Drink	Bournvita/Boost/Horlicks
30.	Choco Powder	Amul/Cadbury/TOP
31.	Coconut Powder	Maggi/Patanjali

* The service provider may use other brands (only FSSAI/ AGMARK) in exceptional situation like unavailability of the product in the market etc. only if permitted by the University in writing.

Signature and Stamp of the Company