

**CENTRAL UNIVERSITY OF JHARKHAND**

(A Central University established by an Act of Parliament of India in 2009)

Ratu-Lohardaga Road, Brambe, Ranchi – 834005 Jharkhand

F.No. CUJ/GA/THC/06/2018/241

24<sup>th</sup> May, 2018

**Notice Inviting Tender for Hostel Mess & Canteen Services  
Advertisement No. CUJ/GA/THC/06/2018/241**

**TENDER DOCUMENT**

**FOR PROVIDING HOSTEL MESS AND CANTEEN SERVICES IN**

**CENTRAL UNIVERSITY OF JHARKHAND – Temporary CAMPUS Brambe, Ranchi**

Tender document fee Rs. 2000/- (Rupees Two Thousand only.) to be sent along with the tender Documents.

Last date & time for submission of duly filled-in Tenders

15<sup>th</sup> June, 2018 - 05.00 pm

Duly filled-in Tender Documents complete in all respects to reach Central University of Jharkhand, Ranchi or to be deposited in the Box kept in Admn. Building, CUJ ,Brambe, Ranchi.

(No tender Document would be accepted after scheduled date and time)

**Pre-bid meeting 04<sup>th</sup> June, 2018 – 03.00 pm**

**Date and time of Opening Technical Bids – 18<sup>th</sup> June, 2018 –11.00 am**

**Date and time of Opening of Price Bid Cover 20<sup>th</sup> June, 2018 - 03.00pm**

**Venue for opening Technical Bids**

Central University of Jharkhand, Ratu-Lohardagga Road, Brambe, Ranchi  
(Meeting Hall at Admn. Building)

**Registrar**

**CENTRAL UNIVERSITY OF JHARKHAND**

(Established Under Central Universities Act 2009)

**Tender for providing Hostel Mess & Canteen services at Brambe  
CTI Campus of Central University of Jharkhand.**

<b>Name of the Tenderer as per Registration Certificate</b>	
<b>COMPLETE POSTAL ADDRESS OF THE TENDERER WITH MOBILE NO. ( as per Registration Certificate)</b>	

## 1. Introduction:

1.1 The tender for Hostel Mess & canteen in Central University of Jharkhand, Brambe, CTI Campus, Ranchi.

1.2 The party shall be awarded the work should run a Hostel Mess & Canteen **as is whereas basis** with the space & facilities provided by the University in the Campus of CUJ, Brambe, Ranchi.

## 2. Eligibility Criteria:

2.1 A tenderer will be eligible for tendering only if he satisfies the eligibility criteria given below

2.2 The tenderer should satisfy **any one of the** following conditions.

a. The tenderer should be an Income tax assesses (latest Income Tax return should be enclosed).

OR

b. The Tenderer should have Tax Index Number (TIN) issued from commercial tax department of the Government of Jharkhand (A copy of the Registration Certificate should be enclosed).

2.3 **Work Experience:** The tenderer should have at least 3 years experience in running a hostel mess or canteen in an Educational Institute/University where the institution must have residential hostel. **Documentary evidence such as an experience certificate, issued from the concerned educational institute/University should be furnished.**

2.4 Presently tenderer should have running/ongoing contract of hostel mess or canteen for a capacity of 2000 appx. students in an Educational Institute/University having **residential hostel**. Documentary evidence such as experience certificate must explicitly mention the no. of students served.

2.5 The bidders should have worked in educational institution/University having residential hostel/guest house who have annual turnover of Rs. 200 lakhs per annum. The bidders should provide separate balance sheet, certified by chartered Accountant for last three years having Rs.200 lakhs per annum.

2.6 **Financial Standing:** To prove financial capability to undertake the tender, the tenderer should furnish banker's Certificate (in original) as per Appendix-5, regarding

Credit Facility for an amount not less than Rs. 20 lakhs and not more than 3 months older from date of advt.

OR

The Tenderer can furnish a Solvency Certificate from any nationalized/ scheduled bank for Rs. 20 lakhs.

OR

Tenderer can also furnish demand draft for Rs. 20 lakhs in lieu of solvency Certificate or banker's certificate.

2.7 Employees of Central University of Jharkhand or their family members are not eligible to participate in the Tender. For this purpose the family includes spouse and children (Undertaking to be furnished in this regard as per Appendix 7).

### **3. GENERAL TERMS AND CONDITIONS FOR THE AWARD OF CONTRACT**

3.1 The tenderers are requested to go through the instructions, terms and conditions and specifications given in the tender. Failure to furnish all required information in every aspect will be at the tenderer's risk and may result in the rejection of the tender.

3.2 Check list

3.3 Clarification on the tender

Any tenderer requiring any clarification on the tender may request the Office of the Registrar, Central University of Jharkhand, by a letter or by e mail. Registrar CUJ will respond in writing to any request for clarification in the tender as on 11-06-2018.

3.4 Amendments to the Tender:

Tender inviting Authority reserve the right to amend the tender wherever it is felt that such an amendment is necessary. Amendment to the Tender will be uploaded on the website of the University and it is the sole responsibility of the tenderer to verify the amendments if any and get the amendment documents before the submission of the tender.

3.5 The Tender document is not transferable and the tenderer shall bear all costs connected with the preparation and submission of this tender.

3.6 There shall be no repetition of vegetables in Lunch and Dinner and the same must be different in Lunch and Dinner as well as on the subsequent days. (Menu of the vegetable shall be determined by the Hostel Mess & Canteen Management Committee in consultation with the caterer which shall be a

provision to change as per need.)

- 3.7 The Rice, Dal and Chapatti in Lunch and Dinner shall be unlimited.
- 3.8 Initially the contract will be given for 12 months subject to satisfactory performance. The Hostel Mess & Canteen Management Committee will assess the performance of the establishment after completion of tenure. After reviewing the performance, the contract may be considered for renewal after mutual consent.
- 3.9 If at any stage the involvement of the Contractor 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 Competent Authority by giving one month's notice.
- 3.10 University reserves the right to accept or reject the tender without assigning any reason whatsoever. The contract may be terminated after giving one month notice by the University. In case Contractor wants to terminate the contract, they have to give minimum two months notice.
- 3.11 Contractor will be required to deposit Rs. **20.00 lakh (Rs. twenty lakh)** only as security for Hostel Mess and Canteen Services.
- 3.12 The premises of the **Hostel Mess and Canteen Services** 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.
- 3.13** The contractor will not be permitted to franchise the Hostel Mess. **The proprietor should be present in the campus to carry out the business.**
- 3.14 No person with any adverse police record will be allowed to work in the Hostel Mess.
- 3.15 Safety measures are to be provided by the Contractor themselves. He should install **fire extinguisher** etc. at appropriate places to prevent fire hazard.
- 3.16 Mess bill only be raised against the actual enrolled students.

3.17 Any change like timing of operation, rate of items and any addition of item (s) to be included in the Hostel Mess and Canteen Services in future will require the permission of the University.

3.18 The tenderer should have license under Food Adulteration Act 1955.

3.19 The Contractor 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.

3.20 The University shall not be the party in case any dispute takes place between the Contractor and their employees.

3.21 Dispute, if any, between the Contractor and the University shall be subject to the jurisdiction of Ranchi Courts only.

3.22 Menu may change as per discussion with the Hostel Mess & Canteen committee and vendor. Hostel Mess & Canteen committee 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.

3.23 Mode of Selection: A Committee constituted by the University will examine all the proposals on the basis of :

- a. Credentials of the Caterer
- b. Past experience in similar business in Educational Institutional.
- c. Necessary Statutory Licenses
- d. The menu, quality of the service and price.
- e. *fssai* certification/Registration.

Based on the above criteria, A Panel of contractors/vendors for mess & canteen services shall be prepared by the **Tender Evaluation Committee** and will remain valid for a period of one year. The Tender Evaluation Committee will award the work amongst bidder from the panel.

**In case of Tie the committee members may resolve the tie situation which is at the discretion of the competent authority.**

3.24 The quoted price food and other services should be inclusive of all taxes like GST etc.

- 3.25 Maintenance cost including electricity bill, water charges etc. for the premises under the control of vendor such as kitchen, store, etc. shall be paid by the bidder for mess.
- 3.26 Minimum rent of **canteen premises** shall be **@12/- per Sq. feet for close area** (263 sq feet), and **@6/-per sq. feet for open area** (1184 sq feet), electricity bill, water charged will be charged monthly basis. **The highest bidder for running canteen for the premises as rent will be considered for award of work.** There will no rent for Hostel mess but electricity and water charges is payable by the venders.
- 3.27 The workers employed by the Tenderer (Contractor) shall **wear uniform and name-badge**, which will be provided by the tenderer itself. This should be implemented within 15 days. These workers are not employees of the university and shall not have any claims whatsoever on the university and shall not act detrimental to the interest of the university.
- 3.28 The University reserves the right to allocate Hostel Mess for the qualified bidders.

**Hygiene Criteria:**

- 3.29 The food served by the caterer has to be prepared in clean and hygienic and safe conditions as per the menu and healthy sanitary methods.
- 3.30 Caterer should wash and maintain dining hall, hand-wash area, dish wash area etc. in highly clean conditions, caterer should also provide hand sanitizer and hand wash.
- 3.31 The caterer should collect the garbage from the kitchen, dining-hall, dish-wash area and dispose of the same every morning. The surrounding should be kept clean and hygienic by the caterer.
- 3.32 The caterer 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 caterer.
- 3.33 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 caterer. The caterer must use cleaning material of high quality.
- 3.34 Mess workers are strictly asked to make in use of hand gloves, aprons, cooking hats etc.
- 3.35 Dining hall and kitchen should be washed with water and soap solution and mopped after every meal by the caterer.
- 3.36 Water cooler and purifier should be cleaned and maintained properly by the caterer.
- 3.37 All the utensils, dinner set and other equipment's required in the mess should be arranged by the caterer and replaced if missing in the kitchen.

3.38 The caterer should provide **fly catcher** in the mess premises.

**3.39 Non maintenance of above criteria shall result in penalty to be imposed on the vendor as follows:-**

(a) **Penalty for Poor Food quality – Rs. 5000/- on each occasion**

(b) **Penalty for Hygiene/cleanness – Rs. 2500/- on each occasion**

**If poor quality of food has been found three times in a month, in such conditions the award shall be terminated and their security deposit shall be forfeited.**

#### **4. Earnest money deposit (EMD)**

**4.1** The tenderer should furnish Earnest Money Deposit ( EMD) for a value of Rs. 4,00,000/- (Rs. four lakh only) for mess and canteen may be along with the tender by way of Demand Draft/ Bankers Cheque obtained from any Nationalized /Scheduled Bank and drawn in favour of **“The Registrar, Central University of Jharkhand” payable at Ranchi.**

**4.2** Any tender without the EMD will be considered as Non- responsive and will be summarily rejected.

**4.3** The tender inviting authority will arrange to refund the EMD to the unsuccessful tenderers after publishing the successful tenderer within a reasonable time. No interest will be paid on the EMD.

**4.4** The EMD is liable to be forfeited if:

The tenderer withdraws his tender at any stage after the last date and time fixed for submitting the tender. The tenderer on becoming successful, fails to furnish the required security deposit or sign the agreement, within the stipulated time limit.

#### **5. Contract requirement :**

**5.1** While quoting the rent, the tenderer should consider all applicable taxes such as GST and duties on purchases, and any other applicable taxes and duties, levied by the State and Central Government or any other authority. University shall not be responsible for any change in the tax rate during the contract.

#### **6. Submission of Tender:**

**6.1** Due date for tender submission: The tender document duly filled in, signed on all pages shall be submitted in sealed cover to the Registrar, CUJ at his office **upto 05.00 pm on 15<sup>th</sup> June, 2018** as per the procedure laid down herein. The tender can be submitted on all workings days upto the above closing date.



- 6.2 The tender inviting authority will not be held responsible for any delay in the receipt of the Bank Draft or any delay in the receipt of the document by the tenderer including loss of the document in transit or delay in obtaining any document/ certificate or on any other account / No extension of the date and time for the submission of the documents will be given for any such delay.
- 6.3 The tender inviting authority may extend the last date for submission of tender by issuing an amendment. In such case all the rights and obligations of the Tender Inviting Authority and the Tenderers previously subject to the original due date for submission will be then be subject to the new date for submission.
- 6.4 Any tender received by the Tender Inviting Authority after the last date and time will not be considered and will be returned to the tenderer.

## **7. Procedure for Submission of Tender**

- 7.1 Tenderers are advised to go through the tender documents and understand all the provisions and stipulations contained therein before submitting the tender.
- 7.2 The tenders shall be submitted as per the procedures and requirements stipulated therein.
- 7.3 This tender is based on two-bid system i.e. technical bid and Financial Bid. Therefore, the tender shall be submitted in two parts viz., Cover-A and Cover-B. Each part shall be placed in an independent sealed envelope and each part shall be super scribed as follows.

### **Cover 'A'**

“TECHNICAL BID COVER”

Name of work:

*“Tender for Hostel Mess & Canteen Services at CTI Campus of Central University of Jharkhand, Ranchi”.*

## Cover 'B'

Name of work:

"PRICE BID"

*"Tender for Hostel Mess & Canteen services at CTI Campus, Brambe of Central University of Jharkhand, Ranchi".*

- 7.4 The Tenderer should attached valid Labour licence, State/Central Government.
- 7.5 The Women entrepreneurs are encouraged to apply for the Girls Hostel Mess and shall be preferred.
- 7.6 The contents of each of the two covers shall be as described in the subsequent clauses. For all other references, these covers will be referred to briefly as: "Technical Bid cover" and "Price Bid Cover".
- 7.7 Both the covers i.e. Cover-A and Cover-B, shall be placed inside an outer cover and shall be super scribed as follows:  
**"TENDER OF HOSTEL MESS & CANTEEN SERVICES IN CENTRAL UNIVERSITY OF JHARKHAND" & TENDER NUMBER.**
- 7.8 The sealed tender envelope shall be addressed to **"THE REGISTRAR, CENTRAL UNIVERSITY OF JHARKHAND**, CTI Campus, Brambe, Ranchi Jharkhand. The Tender envelope shall contain clearly the name and address of the Tenderer prominently, with Phone Number, email ID and Postal address.
- 7.9 The technical bid cover shall contain a "check list" as per appendix - 8 and in addition to check list any document or certificates etc., mentioned anywhere in the tender document shall also be part of the technical tender requirements as a proof of experiences, Turnover, Registration no., GST No., PAN No. Labour Licence of the State/Central Govt.
- 7.10 Financial Bid ( Price Bid 'Cover"- B ) shall contain the duly filled in and signed Financial Bid as per appendix-3
- 7.11 Signing the Tender:  
"The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender shall be signed by the person or **persons signing the tender**. The Tenderer shall enclose a certified copy of the power of attorney authorizing the signatory or signatories to sign the tender document. This certification

shall be from the Managing Director or the Legal manager of the firm”.

- 7.12 The tender shall contain no alteration or additions, except those Tenderer has to comply as per the instructions issued by the Tender Inviting Authority. In case it is absolutely necessary to make corrections in the errors made by the tenders, in which case such corrections shall be signed by the person or person’s signing the tender.
- 7.13 All the pages in the tender document should be signed by the tenderer after properly filling all details.

#### **8. Compliance/ Confirmation:**

- 8.1 The Tenderer should give an undertaking with reference to the Application Form for running the Canteen in Central University of Jharkhand in Appendix- 6, and should also give undertaking cum declaration regarding confirming and comply with various terms and conditions in Appendix-4 “ letter of Tender cum declaration” and Appendix-8 “ Check List”

#### **9. Tender Opening:**

- i) Tender will be opened in the presence of the Tenderers or their authorized representative who choose to be present and the tender scrutiny committee **at 11.00 am on 18<sup>th</sup> June, 2018.** The representative of tenderer who attend the tender opening must produce their identification proof and authorization letter from the companies/tenderer.
- ii) Cover-A containing "Technical Bid" shall be opened first.
- iii) On opening the tender, the details such as name of the tenderer, address, EMD details, etc., will be read out.
- iv) Tenders found without the EMD or with an invalid EMD or insufficient EMD, will be summarily rejected. Unopened tenders will be returned to such tenderers.
- v) On verifying the EMD, the Technical bids will be examined to decide their service suitability for the said work. Tenderers whose Technical bids are not found acceptable will be advised of the same and their sealed covers containing the respective Financial Bids will not be opened. Their EMD will also be returned to them.
- vi) Financial bids of only those tenderers whose Technical bids are qualified, will be opened in the presence of the Tenderers or their authorized representative.

## 9.2. Process to be Confidential

- i) Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.

## 9.3. Criteria for Technical Evaluation (Evaluation of Technical Bid)

- i) The tender accepting authority will determine whether the tenderer has fulfilled all the tender conditions as stipulated in the tender document and whether the tender is substantially responsive or not.
- ii) Tenderers who have not fulfilled the tender conditions shall be a non-responsive tenderer and will not be taken up for further evaluation and Price bid opening.
- iii) To assist the examination, evaluation and comparison of Tenders, the tender accepting authority may at its discretion, ask any tenderer for clarification on his Tender. The request for clarification and the response shall be in writing or by fax but no change in the substance of the Tender shall be sought, offered, or permitted.
- iv) When a Tender fails to be responsive, it will be rejected by the tender accepting authority and may not subsequently be made responsive by correction or addition/withdrawal of the non-conforming deviation or reservation.

## 9.4. Price Bid Opening:

i) The tender accepting authority will then proceed with opening of Cover-B, i.e., "Price Bid Cover" of those tenderers whose technical bid has been found substantially responsive. The opening of the "Price Bid Cover" will be done in the presence of those tenderers or their representatives who choose to be present. The Tender Inviting Authority will inform such tenderers in advance about the acceptance of their technical tender and the date and time of opening of the "Price Bid Cover".

ii) On opening of the "Price Bid", the amount as quoted by the Tenderers will be read out.

## 9.5. Criteria for Price Bid Evaluation:

- ii) In price bid evaluation the following procedures will be adopted.
  - (a) In case of discrepancies the quoted priced in word will valid for evaluation of price bids.

## **10. AWARD OF TENDER**

10.1. The Tender Accepting Authority has the right to accept any tender and to reject any or all tenders without assigning any reason.

- 10.2. Notwithstanding anything said herein, the tender accepting authority reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of tender, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers on the grounds for the tender accepting authority's action.
- 10.3. In case of tie in price bids etc. the competent authority will have all the right to offer Mess/canteen service to any successful or qualified vendor.
- 10.4. Competent authority reserves the right to allocate number of mess qualified vendors.

## **11. NOTIFICATION OF AWARD**

- 11.1 The tenderer whose tender has been accepted will be notified by the Tender Accepting Authority.
- 11.2. Notification of award shall constitute the formation of contract and EMD will be treated as Security Deposit, till Security Deposit is furnished in accordance with the provisions of clause- 12 of this tender document.
- 11.3 Upon furnishing the security deposit by the successful tenderer or tenderers and upon Signing the Agreement, the EMD shall be returned to the unsuccessful tenderer within reasonable time period.

## **12. SECURITY DEPOSIT**

- 12.1. The successful bidder has to furnish security Deposit of RS. 20,00,000/- (Rupees twenty lakh only) for mess and canteen in form of Demand Draft obtained from any nationalized / Scheduled bank and drawn in favour of " Central University of Jharkhand, Payable at Ranchi, Jharkhand.
- Security Deposit to be furnished within 10 days of issue of letter of Acceptance and signing the Contract/Agreement.**
- 12.2. If the successful bidder fails to remit the security deposit within the above said period, the Earnest Money Deposit paid by him shall be forfeited and his tender shall be held void and the tender accepting authority shall continue the process with other responsive tenderers as per the General Terms and conditions of the contract. The Tender Inviting Authority also reserves the right to take any other action as deemed necessary against such tenderer.
- 12.2. **No Interest will be paid on the Security Deposit mentioned** in Clause.12.1 above.

## **13. SIGNING THE AGREEMENT**

- 13.1. The successful tenderer shall furnish the required security deposit and execute an agreement (Three copies) on a non-judicial stamp paper to the value of Rs. 100/-

(embodying the terms and conditions of the tender within 15 days from the date of acceptance of the tender. The specimen form of agreement is enclosed ( Appendix-6)

13.2. If the agreement mentioned in Clause 13.1 above is not executed in the prescribed period, the Earnest Money Deposit and Security Deposit of the tenderer are liable to be forfeited.

13.3 The successful tenderer, if fails to execute the agreement within the stipulated period, he will also be liable for all damages arising there from such default including the cost of conducting fresh tenders and the increase in rates if any, in the subsequent tender and shall compensate for all losses sustained by the Government/University in this regard.

#### **14. TERMINATION OF CONTRACT**

##### **14.1. Termination for Default:**

- (i) The Tender Accepting Authority/University may, without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the Hostel Mess/Canteen Contractor, terminate the contract in whole or part,(i) if the Hostel Mess/Canteen Contractor fails to perform any of the obligation(s) under the contract; or (ii) if the Hostel Mess/Canteen Contractor, in the judgment of the Tender Accepting Authority/University, has engaged in fraudulent and corrupt practices in competing for or in executing the contract.
- (ii) In the event the Tender Accepting Authority/University terminates the contract in whole or in part, the Tender Accepting Authority/University may entrust the contract of operating/running canteen to other persons/contractors in such manner and at such rate as deemed appropriate and they shall be liable to the Tender Accepting Authority for loss of revenue Suffered by the Tender Accepting Authority in this process. However, the Hostel Mess/Canteen Contractor shall continue the performance of the contract to the extent not terminated.

##### **14.2. Termination for Convenience:**

The Tender Accepting Authority/University may give a written notice, with a notice period of 30 days sent to the Hostel Mess/Canteen Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Tender Accepting Authority/University convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

#### **15. Special Conditions**

15.1 Adducing reasons like strikes, non-availability of raw material etc. shall not be entertained.

Non-fulfillment of the contract on any grounds will result in forfeiture of part or whole of Security Deposit /Earnest money deposit amount. The University also reserves the right to debar such tenderer/ Canteen Contractor from future tenders. Besides this the tenderer will also be liable for all damages arising from such default including the cost of conducting fresh tenders and the increase in rates in the subsequent tender and shall compensate for all losses sustained by the university in this regard. LD charges may also be levied in case of non-performance or poor performance of the contract i.e. goods of FPO, fssai, Agmark etc for maintenance of good quality of food to the students or beneficiaries.

15.2 If the Tenderer fails to provide catering services within the stipulated time and substantial quality, the University shall be at liberty to make alternate arrangement for catering services, from any other source including from any other tenderer who might have quoted lower rate/L1 bidder, at the risk and cost of the Canteen Contractor and in such case the University has every right to recover the cost and impose penalty, besides taking any other action.

**16. Visit to Tenderers' Clients:**

Complete details of clients of the tenderers must be enclosed with the Technical bid. Clients' addresses, name(s) of contact person(s) with phone numbers must be listed in the enclosure. The Tender Inviting Authority reserves the right to carry out surprise visits to establishments/mess/dining facilities/Hostel Mess/Canteen serviced currently by the tenderers, and their reports will form valuable input for the short-listing process. The Hostel Mess and Canteen Sub-Committee of the CUJ shall supervise the quality of goods.

**17. Alternative Proposals:**

Tenderers shall submit offers that strictly comply with the requirements of the Tender Document. Any alternatives or modifications shall render the respective Tenderers invalid. Offers with conditional rebate will become automatically invalid.

**18. Validity of Offer:**

18.1 Tenderers shall agree to keep the tender open for sixty (60) days from the due date of submission thereof and not make any modifications in the stated terms and conditions.

18.2 In exceptional circumstances, prior to expiry of the initial time limit as indicated in 18.1 above, the tender inviting authority may request the Tenderer to extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by e mail. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A tenderer agreeing to the request will not be permitted to modify his Tender. However, he shall extend the validity of the Earnest Money Deposit for the period of the extension.

**19. Disputes and Jurisdiction:**

Any legal disputes arising out of any breach of contract pertaining to this tender process shall be settled in the courts of competent jurisdiction located within Ranchi, Jharkhand.

**20.Schedules:**

- a) The Tender schedule highlights the important service conditions to be strictly abided by all tenderers.
- b) **Schedule A** refers to the terms and conditions for lease of canteen in Central University of Jharkhand, CIT Campus, Brambe, Ranchi.
- c) **Schedule B** refers to the scope of work.

It is mandatory that all tenderer, must sign and submit these Schedules along with the tender.

**21.Acknowledgement:**

**It is hereby acknowledged that I have gone through the entire tender document and various conditions mentioned hereunder and we agree to abide by them.**

Date:

Place: Signature of Tenderer  
Official seal and address



**-A-**

1. The Central University of Jharkhand has fixed menu quantity etc. Appendix -1 for each item on the menu and rates at which these items to be supplied based on the prevailing prices. The tenderer should quote their price as under :
  - a. For Canteen, rent charges on highest bidding.
  - b. For Hostel mess (Boys and Girls), lowest bidding should not be less than Rs. 2700/- per month including all taxes, per students. (to maintain quality of food)**
2. The contractor will not be allowed to change or fix the rate as mentioned in the fixed menu during the contract period of one year.
3. It is mandatory on the part of the contractor to serve each item of menu at the rates and quantity as given in the Schedule -B
4. The canteen will be running initially for a period of one year and can be extended on the satisfactory performance on mutual consent for further period. A review would be done on competition of every 6 months and based on that the extension would be considered.
5. Hostel Mess/Canteen facilities (Kitchen, Dining hall, open space etc.) at CTI Campus are provide by the CUJ on as is whereas basis.
6. 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
  - d. He/She should maintain an account of the water consumed on daily basis.
  - e. The caterer should adopt better conservancy measures as water is ELIXIR of human life and no wastage is allowed.
  - f. Electricity should not be used to 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. The electricity and water charges shall be levied by the CUJ through meter system or fixed system.
7. Procurement of the items, raw materials required for performing the contract is the responsibility of the caterer with the approval of the CUJ Hostel Mess & Canteen committee. Indicative list of the items to be procured is as below;
  - a. First/Good quality of vegetables, fruits, provisions, dairy products/meat etc.,

- b. Caterer shall use only branded raw materials and best quality items for preparing the food. Brands of products will be decided by the Hostel Mess Canteen Committee, CUJ.
  - c. The caterer should be solely responsible for the arrangements of gas refills and their safety and supply of milk from its own resources of good quality.
  - d. The caterer shall provide catering services as given in the menu annexed to the agreement. The cost includes fuel cost, procurement of provisions and vegetables of good quality and other items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, storage at kitchen premises, statutory taxes including service tax, duties and all other levies ( existing and which may be imposed from time to time) for which no additional cost is payable or reimbursable by the CUJ.
  - e. The caterer shall make his own arrangement for procuring utensils/plates glasses & cutlery. etc.
  - f. Caterers should 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 canteen premises. (**Note: the above list is indicative and not exhaustive**).
8. The premises of the Hostel Mess/canteen should be kept clean and tidy on daily basis and the contractor shall be fully responsible for the maintenance of hygiene as per the standards required by the Municipal/Health Department.
  9. Responsibility and safeguard of the canteen (CUJ) property shall be with contractor. Damage to the CUJ Hostel Mess/canteen property will be recovered from security deposit of contractor.
  10. CUJ shall not provide any additional facilities to the Mess/canteen, other than the existing.
  11. The Hostel Mess/canteen premises (inside and outside) should not be used for any other purposes except for running the Mess/canteen.
  12. The contractor should not transfer/ sublet the management to any other individual or agency. The proprietor of the contractor of the Mess/canteen should be present at the premises and supervise the day to day affairs of running of canteen and shall not give scope for any complaints either from students/ staff or customers.
  13. The Mess/canteen should be run in **the name of the University Mess/canteen and other name should not be used**. The walls and

surroundings of the canteen should not be used for paintings/ advertisement. Stay of unauthorized persons beyond Mess/canteen hours or indulging in anti-social activities shall be viewed seriously and proper action will be initiated in such cases.

14. The authorized CUJ officials shall have every right to inspect the canteen/hostel mess without any notice and take appropriate action.
15. The contractor should not cater items which are not approved. As per state Govt. guidelines, cigarettes, pan & Gutka, liquor etc., are strictly **prohibited.** NO-TOBACCO ZONE in and 100 meters away from University gate."
16. In case of violation of terms & conditions the CUJ may take appropriate action and / or terminate the agreement, including the forfeiture of Security Deposit.
17. Mess will be closed during Summer Vacation, Mid-Semester Break and Winter Vacation as per notified by the University time to time.
18. The Mess/canteen should run during the timings as will be declared by the Hostel Mess & Canteen Management Committee of CUJ.
19. The University shall have the right to terminate the contract by giving one months' notice. In case Contractor wants to terminate the contract, they have to give minimum two months' notice.
20. Authenticated certificates, testimonials and proof of experience should be produced along with the tender and registration of firms etc of the Govt of Jharkhand. The Minimum wages as per Govt of Jharkhand and **EPF, ESI and Labour Licence of the currency of contracts (Current Principal Employer/s for the period 2017-18)** documents etc should given alongwith technical bids. All statutory compliances of the current principal employer and list of PF documents be submitted in the technical bids.
21. The caterer 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.
22. The caterer 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 authorities.
23. Staff strength in each category of Cooks, helpers should be optimum and of sound health and finalized in consultation with Hostel Mess & Canteen Management committee of CUJ.
24. Employment of child laborers (below 18 years) is totally prohibited. It is responsibility of the caterer to comply with all formalities of Labor office including obtaining necessary **labour license of the Govt of Jharkhand of**

**the current works.**

25. The employees of the caterer should wear proper uniform.
26. The caterer shall be responsible for the proper conduct and behavior 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.
27. The Caterer should ensure that all the employees are free from communicable diseases. Medical certificates to this effect should be made available for inspection by the authorities.
28. All expenses related to the functioning of the employees like EPF/ESI engaged by the caterer shall be in the scope of the Caterer. Proof for remittance of salary shall be provided to CUJ Administration.
29. The caterer shall maintain the record of duty hours and pay structure should be maintained as per rules for inspection by authorized Govt. Personnel of CUJ for meeting other statutory and non-statutory benefits/ obligations.
30. Turnover during the last 3 years along with balance sheets and P& L accounts need to be submitted.
31. The University reserves the right to review and modify the terms and conditions periodically.
32. The items of food served will be checked by the quality committee constituted by the Hostel Mess & Canteen Management Committee of CUJ. Such quality audit may be a test audit or random audit. In case of dispute on quality between caterer and the quality committee, Registrar CUJ will be the sole arbitrator and His/ her decision shall be final and binding on both the parties. Since the service includes food and eatable. PFA Rules 1955 is binding on the caterer and registered in the state of Jharkhand at appropriate authorities.
33. Any other relevant matter for better functioning of Hostel Mess & canteen will be included at the later date.
34. The agreement should be signed by a person or persons duly authorized to sign on behalf your organization. A certified copy of the power of attorney authorizing the signatory or signatories to sign the agreement/documents.

Signature of the Tenderer  
Office Seal & address.

## **SCHEDULE - B**

### **Office of the Registrar, Central University of Jharkhand**

#### **Scope of work:**

- 1.** The tender for Canteen Services in Central University of Jharkhand, Ranchi 835205. Hostel Mess are without accommodation charges but electricity, water charges etc. shall be taken.
- 2.** Central University of Jharkhand, Ranchi reserves the right to assign any one or more of the Hostel Mess or Canteen based on availability/requirement.
- 3.** The tenderer shall visit these facilities and ascertain the available infrastructure before submitting the Tender. Any additional requirements, necessary for efficient services must be provided by the contractor without any extra charges.

## Appendix 1

### List of Items (Menu): For Canteen Services

*To be served at the rates at which they are to be served and the quantum that should be maintained.*

#### RATES PROPOSED TO BE CHARGED FOR THE ITEMS SERVED

S.No	Items	Quantity	Measure	Rate Offered
	<b>BEVERAGE</b>			Rs.
1.	Hot coffee	150 ml	Per Cup	10
2.	Tea regular	150 ml	Per Cup	5
3.	Tea Lemon/Green	200 ml	Per Glass	10
4.	Lassi	200 ml	Per Glass	10
	<b>MACHINE BASED</b>			
5.	Coffee	150 ml	Per cup	10
6.	Cold Drink	150 ml	Per cup	10
7.	Tea	150 ml	Per cup	5
8.	Standard cold Drink All Brand available in the Market			As per MRP
9.	Mineral Water (Standard)	1litre	Per Bottle	As per MRP
	<b>SNACKS &amp; LUNCH</b>			
10.	Samosa (Potato)	120 grams each	per piece	5
11.	Kachori	120 grams each	per piece	5
12.	Pastry	100 grams	Per Plate/1 piece	10
13.	Gulab Jamun	50-70 grams each	Per Plate/2 pieces	20
14.	Chole Bhature		Per Plate/2 pieces	20
15.	Lunch (Roti & Rice, Dal & Two Subji, Veg Salad, Papad Achar etc)		Roti, Rice & Dal unlimited	40
16.	Bread Pakoda (2 piece)	100 grams each	Per Plate/2pieces	15
17.	Masala Dosa each with Sambar	175 grams	Per Plate	30
18.	Plain (sada) Dosa with Sambar	150 grams	Per Plate/2 pieces	25

19.	Uttappam with chutny	120 gram	Per Plate	25
20.	Vada (2 piece) each with Sambar	120 grams each	Per Plate	25
21.	Veg. Cutlet (2 piece) with sauce	100 grams each	Per Plate	20
22.	Veg. Sandwich (Two Slice of Bread with sliced Fresh Vegetables and spread)		Per Plate	20
23.	Cheese Sandwiches (Two		Per Plate	20
24.	Bread and Butter (Two Slice of Bread with Butter spread)		Per Plate	10
25.	Bread and Jam (Two Slice of Bread with Jam spread)		Per Plate	10
26.	Bread Piece (three Slice of Bread Roasted in oil or ghee)		Per Plate	10
27.	Veg. Burger (Two Slice of Bun with veg fillings, sliced Fresh Vegetables and Lettuce)		Per Plate	25
28.	Pizza	Medium size	Per piece	80
29.	Idli (3 pieces) with sambar& chutney	150 grams	Per Plate	25
30.	Dhokla	100 grams	Per Plate	25
31.	Upma with chutney	200 grams	Per Plate	25
32.	Poori (5) with sabji	200 grams	Per plate	25
33.	Pauv Bhaji (2 pieces of pav)		Per Plate	25
34.	Veg. Biryani with curry	200 grams	Per Plate	30
35.	Rajma Chawal	200 grams	Per Plate	25
36.	Seasonal Vegetable curry		Per Plate	20
37.	Puri Aloo (3 no.'s)		Per Plate	20
38.	Ice Cream			MRP
39.	Yoghurt			MRP
40.	Flavoured Milk			MRP
41.	Juices (Tetra Pack)			MRP

42.	Chicken Biryani	250 gm	Per Plate	40
43.	Chicken Curry (3 pieces)	150 gm	Per Plate	40
44.	Vegetable Fried rice	250 gram	Per Plate	25
45.	Jeera rice	250 gram	Per Plate	20
46.	Paneer Curry/Masala	200 gram	Per Plate	40
47.	Roti Plain		Per piece	3
48.	Roti (Butter)		Per piece	5
49.	Tandoori roti		Per piece	6
50.	Tandoori roti (Butter)		Per piece	8
51.	Butter Nan	200 gram	Per piece	20
52.	Stuff Paratha	200 gram	Per piece	25
53.	Dal fry (Tur Dal)	200 gram	Per Plate	20
54.	Aloo Gobi Masala	200 gram	Per Plate	20
55.	Dum Aloo	200 gram	Per Plate	15
56.	Egg Omlette (2 eggs)		Per Plate	20
57.	Egg Omlette (1 eggs)		Per Plate	10
58.	Fish Curry	200 gram	Per Plate	30
59.	Fish Fry	200 gram	Per plate	30
60.	Dahi-Chura	200+100 gm	Per plate	30
61.	Poha	100 gm	Per plate	15
62.	Jalebi	100 gm	Per plate	10
63.	Biscuit			MRP
64.	Cake			MRP
65.	Litti Plain	Std Size 2 piece	Per plate	20
66.	Dhuska Aloo Matar/Shikar	2 pieces std. size	Per Plate	25
67.	Chhilka Subji	4 peices	Per Plate	25
68.	Litti with Ghee with Alloo and Tomotao Chutney	2 pieces	Per plate	30
69	Monthly Mess Charges	(Breakfast, Lunch and Dinner)	Per student	Rs. 2700/- minimum



**Note:**

1. The above rates are applicable for the entire contract period mentioned in the document.
2. The tender should cater to any minor modifications in the menu items as requested by the students and approved by the Hostel Mess & Canteen Management Committee of CUJ without any additional cost.
3. The Tender should also include additional items in the menu as decided by the University. Price for such items will be decided based on the price of similar items on the existing menu list
4. Tenderer should also abide by the decision of the University and terms and conditions mentioned in the schedules.

Signature of the Tenderer with seal

**(In all the above pages also, the Signature of the tenderer with seal should be incorporated)**

**List of Menu for Mess Services, Price Bid (A)**

**MESS CHARGES ( as per the menu attached)**

BREAKFAST	Rs.
LUNCH	Rs.
DINNER	Rs.
EVENING TEA	Rs.
A. Monthly Rate	Rs.

**MENU DETAILS**

**HOSTEL MESS MENU (STANDARD THALI MEAL)**

<b>Days</b>	<b>Breakfast + Tea</b>	<b>Lunch</b>	<b>Dinner</b>
<b>Mon</b>	Bread (4 Slice) + Omlet (2 Egg) Bread (4 Slice) + Cutlet (2 PCS) Tost (4 piece) + Milk 200 ml	Tawa Roti, Rice, Arhar dal, Season Sabji, Bhujia, Achar, Salad, Papad	Tawa Roti, Rice, Masoor Dal, Sabji, Sewai, Achar
<b>Tue</b>	Alo Paratha (3 PCS), Tomato Chutney	Tawa Roti, Rice, Mix Dal, Season Sabji, Bhujia, Achar, Salad, Papad	Tawa Roti, Rice, Mong Dal, Mix Sabji, Kheer, Achar
<b>Wed</b>	Idli (4 PCS) with Shambhar	Tawa Roti, Rice, Arhar Dal, Mix Sabji, Achar, Salad, Papad	Tawa Roti, Rice, Dal Fry, Chicken (2 PCS) / Paneer Masala, Achar, Custard sweets
<b>Thu</b>	Chola Bhatara (2 PCS)	Tawa Roti, Rice, Dahi Karhi, sabji, Bhujia, Achar, Salad, Papad	Tawa Roti, Rice, Mong Dal, Season Sabji, Achar, Bundia
<b>Fri</b>	Sattoo paratha (3 PCS), Tomato Chutney/Chokha	Tawa Roti, Rice, Rajma, Bhujia, Achar, Salad, Papad	Tawa Roti, Rice, Masoor Dal, Egg Curry (02 Eggs) /Veg Manchurian, Achar, Suji Halwa
<b>Sat</b>	Upttupam (4 PCS)/ Idli (4 PCS), Sambhar, Chutney	Khichadi, Aloo Chokha, Achar, Salad, Papad/ (Alternative)/ Veg Biryani with Raita	Tawa Roti, Rice, Arhar Dal, Sabji, Gulab Jamun (1 PCS Medium size)), Achar
<b>Sun</b>	Poha/Suji tikha halwa	Zeera Rice, Dal Tadka, Roti, Sabji, Bhujia, Papad	Tawa Roti, Rice, Chana Dal, Mix Veg/ Fish Curry, Achar, Rasogulla (1 Pcs Medium size)

- **Note : Dal - 100 gram, Paneer -50 gram and sweets in dinner should be in good quality provided in each meal.**

**Appendix 2**

## TECHNICAL BID

TENDER FOR RUNNING THE HOSTEL MESS & CANTEEN FACILITIES AT CUJ,  
BRAMBE, RANCHI

1	Name and address of the caterer with phone no. and e-mail ID, if any.	:	
2.	Registration Number and date of registration of company/cooperative/ agency/SHG/Society, if any (Certificate to this effect should be enclosed)	:	
3.	Year of Establishment	:	
4.	Type of Organization: (Whether Proprietorship, Partnership, Private Ltd. Company or Co-operative body etc. In case the applicant 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)	:	
5.	Enclose Performance certificates from previous clients with contact no. since the year 2014-17 separately in respect of services rendered/catering for 3 years.	:	
6.	No. of Food courts/Dinning facilities Run in Academic Institutes/Students Mess * (Providing All supporting documents)	:	

7.	Whether Quality Certification obtained for Any of the Food Courts/Dining Facilities (Providing All supporting documents)	:	
8.	Bidders Solvency (Capital Employed) (Rs. In Lakhs)	:	
9.	Annual Turnover (Rs. In Lakhs) for the years 2014-15, 2015-16 & 2016-17. Financial statements showing turnover duly certified by a Chartered Accountant should be furnished.	:	
10.	PAN Number (photocopy to be enclosed)	:	
12.	Service tax, Sales tax/GST Regn. No. (Number & photocopy of certificates to be given)	:	
13.	Shops and Establishments Act registration No. of the competent Authority (Photocopy to be furnished)	:	
14.	No. of Employees (As on date of tender advt.)	:	
15.	Labour Licence, EPF, ESI of the current works to be provided	:	
16.	Any other Information	:	

\* List to be enclosed with full address and phone numbers.

Further it is certified that I/We will abide by the technical and commercial terms and conditions of the Tender and also other rules and regulations of the Central University of Jharkhand.

Signature of the Tenderer with seal

## Financial Bid

## Appendix 3

Format for Financial Bid (to be typed in the letterhead of the firm)

**To  
The Registrar,  
Central University of  
Jharkhand  
CTI Campus, Brameby  
Ranchi, Jharkhand.**

Dear Sir

Sub: Hostel Mess & Canteen Services

In response to your advertisement for "**Hostel Mess & Canteen services in Central University of Jharkhand, Ranchi**" we submit herewith our Financial bid.

Name of the Canteen/Hostel Mess	Central University of Jharkhand ,Ranchi
Tender Number & Dated	
Rent for close area 263 sq feet, per Month for Canteen: Rent for open area 1184 sq feet per Month for Canteen. <b>Note : Presently one canteen running.</b>	Rs..... ( Rupees.....) Rs..... ( Rupees.....)
Price Bid per month for Hostel Mess not less than Rs. 2700/-per month inclusive all taxes, per student.	Rs .....(Rupees.....)

Date:

Signature of the Tenderer with seal

**Tender for Canteen/Hostel mess in Central University of Jharkhand  
LETTER OF TENDER CUM DECLARATION**

To  
The Registrar,  
Central University of Jharkhand  
Brambe, Ranchi

Sir,

Sub: Tender for canteen/hostel mess in Central University of Jharkhand, Ranchi for the year 2018-19 and Self-Declaration

1. I/ We, the undersigned do hereby tender and undertake to provide catering services in Central University of Jharkhand, Ranchi as described or intimated in the various schedules hereto annexed and the specifications thereto (which have been produced to and carefully examined by us) in strict accordance with and subject to the terms, provisions and conditions set forth or mentioned in the said schedules, specifications and appendices.
2. I / We have gone through the instructions in the tender and carefully read all the conditions of tender and agree to abide by all the conditions mentioned there in.
3. I / We hereby state that I/we have submitted Rs.4,00,000/- (Rupees four lakh only) for Hostel mess and canteen services in the form of Demand Draft/Bankers Cheque No. ----- Dated:....----- drawn on ----- Bank ----- Branch, in favour of Central University of Jharkhand as Earnest Money Deposit and agree to have it forfeited to the Central University of Jharkhand in case of my / our failure to undertake the contract for the items accepted by the Tender Accepting Authority.
4. I/ We hereby certify that the rent amount quoted in this tender is final and I/ We will not come forward for any revision or alteration in rent amount quoted subsequently due to hike in prices or any other reasons. However I / We are aware of the right of the Tender Inviting Authority to negotiate with the tenderer quoted highest evaluated rent amount.
5. I / We confirm that our Tender is in conformity with the technical specifications and commercial terms & conditions as stipulated in the Tender Document and without any deviations whatsoever. I am / We are aware that our Tender is liable for disqualification in the event of technical and commercial deviations observed by the Tender Accepting Authority at a later date during the process of evaluation of our Tender.

6. In response to the Tender No. ....as a Propreitor/partner/Director of ..... I/we hereby declare that our Agency/Bidder's name .....is having unblemished past record and has not been declared ineligible for corrupt & fraudulent practices indefinitely or for a particular period of time.

Signature of the Tenderer

7. I / We further declare that the information and documents furnished in the Tender submitted by us are correct and genuine. I am / we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and / or Security Deposit and blacklisting me / us if, any information furnished by us proved to be false at the time of inspection and not complying with the tender conditions.
8. I / We state that I /We have not been blacklisted or debarred from participating tenders by the Central/State Government of Jharkhand agencies or autonomous bodies or Universities / institutions.
9. In the event of my / our tender becoming successful, I / We undertake and agree to forward to the Registrar, Central University of Jharkhand in 60 days, after the notification of the acceptance of this Tender has been received by us, the Security Deposit as demanded in the form and manner required as security for the due fulfillment of our Contract.

10. We undertake and agree that we will not withdraw this Tender during the period that will be required for intimation of acceptance or non-acceptance as stipulated in clause **11** of the Tender document. If I / we do so withdraw, I / we shall forfeit the Earnest Money Deposit to Central University of Jharkhand. I/ we agree to execute at our cost the Agreement in 60 days after the notification of the acceptance of our Tender has been received by us. In the event of our failing to make the Security Deposit or to execute the Agreement in the said manner, the Earnest Money Deposit accompanying this Tender shall be forfeited to the Central University of Jharkhand and this concluded Contract shall in such case be considered as having been cancelled or terminated and I / we agree to be liable, irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

As witness our hand this ..... day of ..... of 2018.

Signature of the Tenderer:

Name & Address:

Company Seal:

**TENDER FOR UNIVERSITY CANTEEN OF CENTRAL UNIVERSSSITY OF JHARKHAND**

**BANK CERTIFICATE REGARDING CREDIT FACILITY**

This is to certify that Mr./Mrs. or M/s ..... is a reputed person / company with a good financial standing. If the contract is given for running the

Hostel Mess/Canteen in the **Central University of Jharkhand** ..... (**Tender Ref. No** )  
for the above  
person / firm, we will be able to provide overdraft/credit facility to them for Rs ./-

(Rupees .....only) to meet their working capital requirement for executing the above contract.

Date :

Place:

Signature and Designation of the  
Authorized Officer.

Name and Address of the Bank.



## Appendix 6

### FORMAT OF CONTRACT AGREEMENT

THIS AGREEMENT made on the ..... day of .....2018 between  
The Registrar, Central University of Jharkhand, Ranchi (herein after "the Tender Accepting Authority/University") of the one part and .....  
..... (Name of Canteen Contractor)  
Of (Address of the Hostel Mess & Canteen Contractor/Lessee) (herein after called "the Hostel Mess & Canteen Contractor/Lessee) of the other part:

WHEREAS the Tender Accepting Authority/University is desirous that catering services to be provided in the canteen of Central University of Jharkhand as per the tender reference No..... and has accepted a bid by the Hostel Mess & Canteen Contractor/Lessee / Service Provider for running the Canteen at Central University of Jharkhand Ranchi for a sum of Rs.....(Rupees.....)herein after called "the Contract Price"

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and scheduled referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form, be read and construed as part of this Agreement, viz;

- a) The letter of Acceptance issued by the Tender Accepting Authority/University.
- b) The Notice Inviting Tender  
The Hostel Mess /Canteen Contractor/Lessee bid including enclosures, annexures, appendixes, documents, etc.
- c) The Tender Document including various Terms and Conditions, schedules, etc.(including amendments and clarifications).
- d) The Schedule of Requirement
- e) Any other document listed in the Hostel Mess/Canteen Contractor/Lessee bid and replies to queries, clarifications issued by the Tender Inviting Authority/University, such confirmations given by the bidder which are acceptable to the Tender Inviting Authority/University and the entire Addendum issued as forming part of the contract.
- f) Check List.

*2. In consideration of the payments towards monthly lease amount to be made by the Hostel Mess/Canteen Contractor/Lessee to the Tender Inviting Authority / University as hereinafter mentioned the Tender inviting Authority/ University covenants with the canteen contractor / lessee to provide the infrastructure and other facilities as mentioned in the tender document for canteen running services as per the provisions of the Contract.*

*Signature of the Tenderer*

**4.** *The Canteen Contractor / lessee hereby covenants to pay the Tender inviting Authority / University in consideration of the provision of the infrastructure and other facilities for running the canteen, the Contract Price (lease amount) or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. The rates stipulated in the contract shall remain valid for a period of one year with effect from contract date.*

**DELIVERY SCHEDULE:**

*Hostel Mess/Canteen Contractor shall start the catering facilities on the date of notified by the University.*

*IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.*

*Signed, Sealed and Delivered by the Said ..... (For the Tender  
Accepting  
Authority/University) in the presence of .....*

*Signature*

*Name Address*

*Signed, Sealed and Delivered by the Said ..... (For the Hostel Mess/  
Canteen Contractor/Lessee/Service Provider) in the presence of .....*

*Signature*

*Name*

*Address*

*Signed, Sealed and Delivered by the Said .....(For the Tender  
Accepting  
Authority/University) in the presence of .....*

*Signature*

*Name*

*Address*

**Appendix 7**

**Declaration about family members working in Central University of Jharkhand;**

I/WE.....do hereby certify that neither myself nor any of my family members (as defined in tender conditions) are employees of the Central University of Jharkhand.

I/We are aware that in event of wrong declaration tender submitted by me is liable to be rejected summarily.

Tenderer:

Name:

## Check List:

1	Income Tax Assessment Certificates furnished/ITR	Yes/No
2	Tax Index Number furnished/PAN	Yes / No
3	Work Experience of successfully completing at least one hostel mess/canteen contract from an educational institute. Provided Completion certificate.	Yes / No
4	Tender Fee Rs. 2000/- furnished	Yes /
5	Earnest Money Deposit (EMD) for Rs. 400000/- furnished for Hostel mess & canteen services	Yes / No
6	Turnover and Balance Sheets/P & L A/c etc. certified by the Chartered Accountant	Yes/No
7	Registration No of the Firm/Organisation/etc.	Yes/No
8	a)PAN No, b)Service Tax No./GST, c) Valid Labour Licence documents of current contracts	Yes/No
9	Technical bid enclosed in a separate cover	Yes / No
10	Financial Bid enclosed in a separate cover	Yes / No
11	Whether all schedules and all tender papers are signed.	Yes /No
12	Letter of Tender cum declaration as per Appendix furnished	Yes / No
13	Bankers certificate regarding Credit Facility/ Solvency certificate or demand draft/Cheque for Rs. 20 lakh furnished	Yes / No
14	Declaration about the family members not working in Central University of Jharkhand furnished.	Yes / No

Signature of the Tenderer:

Name &amp; Address: Company Seal:

## Tender Notice

No. CUJ/GA/THC/06/2018/

Dated ....May, 2018

Central University of Jharkhand Brambe, Ranchi-835205, Jharkhand is under the UGC, MHRD, Govt of India which invites sealed tenders from the service providers/outsourcing agencies for services in Temporary campus at brambe, Ranchi.

Tender Notice No.	Name of Services	Last Date of Submission of Tender document
CUJ/GA/THC/06/2018/	Hostel Mess/Canteen	15-06-2018 time 05.00 PM

The details terms and conditions can be seen in the tender document from the university website [cuja.ac.in](http://cuja.ac.in).

Registrar

AGREEMENT ON NON-JUDICIAL STAMP PAPER OF Rs. 100/-

AGREEMENT

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between Central University of Jharkhand, Ranchi, through the Registrar, CUJ, Ranchi , (hereinafter called CUJ, Ranchi of the one part and \_\_\_\_\_ resident of -----

proprietor, (hereinafter called the 'Caterer') on the other part.

1. That in consideration of the agreed payment to be made by CUJ, Ranchi , to the Caterer, the caterer has agreed to provide the catering services to the participants of the scheduled courses to be conducted by CUJ, guests and staff of CUJ during ----- beginning w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The parties may renew the same thereafter by mutual consent.
2. That the following letters/documents shall also form part of the agreement.
  - a.Tender document no. .... – dated .....
  - b.Letter no. .... Dated.....
3. That the items of the menu, which the caterer would be, expected to serve in the Mess are as per enclosed annexure . The caterer should have catering Service/Hotel licence issued by government of Jharkhand.

4. That the rates for various food items during the period of contract will remain fixed as per annexure II. Rate chart for additional items (Breakfast, Lunch, Dinner etc.) should be displayed on daily basis in advance.
5. That the food served by the caterer shall be wholesome and clean and the Registrar, Warden of the Hostel/Dean of students welfare and/or nominee of the Vice Chancellor may at any time enter upon the premises allotted to the Caterer for the purpose of this agreement/contract and take away samples free of cost for inspection, trial or analysis and the Vice Chancellor or any of the aforesaid officers' decision about the desirability or quality of the articles offered for consumption in the dining hall shall be final.
6. That a Committee, consisting of wardens under the supervision of Dean Students Welfare will monitor the quality and quantity of the food and other items supplied by the caterer including services.
7. The CUJ, Ranchi may call for the advice of the Medical Officer of CUJ, Ranchi on matters of hygiene in the Hostel Mess and such advice of the Medical Officer shall be final and cannot be contested by the caterer.
8. (a) that the caterer would provide sufficient number of cooks, waiters and other servants in the kitchen, dining hall and mess and shall take all reasonable precautions to see that these waiters and servants while on duty attire themselves in clean uniform approved by the above said committee and are professional, civil, sober and honest in their dealings with the hostel residents and staff and any other users of their services.  
  
(b) that the caterer shall only employ in his service such persons whose antecedents have been verified by the police and who have also been medically examined at the caterer's own cost and to the satisfaction of the Dean Students Welfare. The caterer shall be required to give an undertaking to the Dean Students Welfare to this effect.
8. The caterer shall not make any additions/alterations in the premises provided by the CUJ, Ranchi for use as kitchen and allied purposes to the caterer during the currency of this agreement and/or otherwise.
9. The caterer undertakes to keep the premises, kitchen, dining room and other area connected therewith neat, clean and tidy at all times and in accordance with the health/hygienic bye-laws.

10. That all the workers providing the services under this Agreement shall be employees of the caterer and the CUJ, Ranchi shall not have an employer-employee relationship with the employees of the caterer. The caterer undertakes to keep the CUJ, Ranchi, harmless and indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the caterer and CUJ is purely contractual and CUJ, Ranchi is not responsible and/liable for the employees and for staff of the caterer.
11. That the caterer shall have no right or interest in the premises allotted for kitchen, dining hall and other allied purposes and he shall have no right or interest to remain in possession thereof at the end of this Agreement or on the termination thereof at any time.
12. That service hours in the Hostel Mess shall be decided by the University provided that the timings may be modified by the Dean Students Welfare if and when considered necessary.
13. All the residents in the Hostel shall take their breakfast and meals in the Dining Hall and the caterer shall not be authorized to serve the meals in the rooms of the Hostel except with the written permission of the Warden of the Hostel. In case any student suffers from illness he/she may be provided meals as per guidance of doctor.
14. The caterer shall obtain instructions from the authorized officer of the CUJ, Ranchi , along with the type of menu that may be served in the official lunches/dinners/tea parties to the participants.
15. The caterer shall display the approved menu prominently in the dining hall.
16. The caterer shall be provided by CUJ with necessary area/premises i.e. one dining hall, one kitchen and requisite furniture and he shall be responsible for the proper maintenance of both, the premises as well as the furniture provided by CUJ. The responsibility for proper maintenance and safety/security of all fitting and fixtures will be of the caterer.
17. The caterer shall make available all other implements for running the mess, things like crockery, cutlery, tables, linen, flower vases, livery etc. for the hostel mess staff etc. and these shall be according to the standard prescribed by the authority of the University.



18. The caterer shall be required to use gas only for cooking purposes for making chapattis etc. He is also required to provide tandoor. All the expenses for gas etc. will be borne by the caterer.
19. Caterer shall pay electricity bills consumed in the mess for cooking purposes.
20. The CUJ, Ranchi, will have the right to review the working of this agreement from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this agreement or that his working is unsatisfactory, the CUJ, Ranchi, may curtail the agreed period of this agreement and terminate this agreement with a notice period of one month, and make good any losses suffered by CUJ, Ranchi out of the security deposit made by the Caterer.
21. That the caterer shall maintain a suggestion book for recording of suggestions for improvement by the residents and the staff. Such suggestions, after having the approval of a Committee, to be set up by the Dean Students Welfare, CUJ, should be forthwith acted upon by the caterer. The suggestions book should be kept open for the inspection of the residents and the Dean Students Welfare/Warden/Vice Chancellor or his nominee.
22. The Caterer shall keep and maintain a register at the entrance of the dining hall wherein all hostellers will sign before taking meals.
23. The Caterer shall submit the bill to Dean Students Welfare Office, CUJ, Ranchi through office of administration for the food served to the students monthly on the basis of menu/ rates approved. The payment to the caterer shall be made through cheque after making necessary deductions i.e. TDS, electricity charges etc.
24. The Caterer shall deposit of Rs. 20,00,000/- as Security Deposit, for Mess and Canteen in the form of Demand Draft in favour of Registrar, Central University of Jharkhand, Ranchi, which shall be refunded, without any interest thereof, at the end of the contract after adjusting the amount of any damage caused to CUJ, Ranchi by any omission or discrepancy on the part of the Caterer or his employee.
25. The CATERER will not be permitted to franchise the Hostel mess.
26. No person with any adverse police record will be engaged by the CATERER.

27. Dispute if any, between the Contractor and the University shall be subject to the jurisdiction of Ranchi Court only.
28. That if any damage is caused by the CATERER violating the terms and conditions half of security deposit submitted by the CATERER would be forfeited by the university.
29. That after the expiry of the contract, the CATERER shall immediately vacate and hand over the premises to the university.
30. The contractor will not be allowed to change or fix the rate as mentioned in the fixed menu during the contract period of one year.
31. It is mandatory on the part of the contractor to serve each item of menu at the rates and quantity as given in the Schedule –B
32. The canteen will be running initially for a period of one year and can be extended on the satisfactory performance on mutual consent for further period. A review would be done on competition of every 6 months and based on that the extension would be considered.
33. Hostel Mess/Canteen facilities (kitchen, Dinning hall, open space etc.) at CTI Campus are provide by the CUJ on as is where basis.
35. CUJ shall provide the following:
  - a. Water for cooking, washing and cleaning.
  - b. Drinking water.
  - c. Electricity for exclusive purpose of Dinning Hall facilities.
  - d. The caterer should adopt better conservancy measures as water is Elixir of human life and no wastage is allowed.
  - e. Electricity should not be used to 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. The electricity and water charges shall be levied by the CUJ through meter system or fixed system.
36. Procurement of the items, raw materials required for performing the contract is the responsibility of the caterer with the approval of the CUJ Hostel Mess Canteen committee. Indicative list of the items to be procured is as below;
  37. First/Good quality of vegetables, fruits, provisions, dairy products/meat etc.,.
  38. Caterer shall use only branded raw materials and best quality items for preparing the food. Brands of products will be decided by the Hostel Mess and Canteen Committee,CUJ.
  39. The caterer should be solely responsible for the arrangements of gas refills and their safety.
  40. The caterer shall provide catering services as given in the menu annexed to the

agreement. The cost includes fuel cost, procurement of provisions and vegetables of good quality and other items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, storage at kitchen premises, statutory taxes including service tax, duties and all other levies ( existing and which may be imposed from time to time) for which no additional cost is payable or reimbursable by the CUJ.

41. The caterer shall make his own arrangement for procuring utensils/plates glasses & cutlery. etc.

42. Caterers should 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 canteen premises. (**Note: the above list is indicative and not exhaustive**).

**43. Hygiene Criteria:**

37.1 The food served by the caterer has to be prepared in clean and hygienic and safe conditions as per the menu and healthy sanitary methods.

37.1.1.1 Caterer should wash and maintain dining hall, hand-wash area, dish wash area etc. in highly clean conditions, caterer should also provide hand sanitizer and hand wash.

37.1.1.2 The caterer should collect the garbage from the kitchen, dining-hall, dish-wash area and dispose of the same every morning. The surrounding should be kept clean and hygienic by the caterer.

37.1.1.3 The caterer 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 caterer.

37.1.1.4 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 caterer. The caterer must use cleaning material of high quality.

37.1.1.5 Mess workers are strictly asked to make in use of hand gloves, aprons, cooking hats etc.

37.1.1.6 Dining hall and kitchen should be washed with water and soap solution and mopped after every meal by the caterer.

37.1.1.7 Water cooler and purifier should be cleaned and maintained properly by the caterer.

37.1.1.8 All the utensils, dinner set and other equipment's required in the mess should be arranged by the caterer and replaced if missing in the kitchen.

37.1.1.9 The caterer should provide fly catcher in the mess premises.

**37.1.1.10 Non maintenance of above criteria shall result in penalty to be imposed on the vendor as follows:-**

**a. Penalty for Poor Food quality – Rs. 5000/- on each occasion**

**b. Penalty for Hygiene/cleanliness – Rs. 2500/- on each occasion**

**If poor quality of food has been found three times in a month, in such conditions the award shall be terminated and their security deposit shall be forfeited.**

44. The premises of the Hostel Mess/canteen should be kept clean and tidy on daily basis and the contractor shall be fully responsible for the maintenance of hygiene as per the standards required by the Municipal/Health Department.
45. Responsibility and safeguard of the canteen (CUJ) property shall be with contractor. Damage to the CUJ Hostel Mess/canteen property will be recovered from security deposit of contractor.
46. CUJ shall not provide any additional facilities to the Mess/canteen, other than the existing.
47. The Hostel Mess/canteen premises (inside and outside) should not be used for any other purposes except for running the Mess/canteen.
48. The contractor should not transfer/ sublet the management to any other individual or agency. The proprietor of the contractor of the Mess/canteen should be present at the premises and supervise the day to day affairs of running of canteen and shall not give scope for any complaints either from students/ staff or customers.
49. The Mess/canteen should be run in **the name of the University Mess/canteen and other name should not be used.** The walls and surroundings of the canteen should not be used for paintings/ advertisement. Stay of unauthorized persons beyond Mess/canteen hours or indulging in anti-social activities shall be viewed seriously and proper action will be initiated in such cases.
50. The authorized CUJ officials shall have every right to inspect the canteen/hostel mess without any notice and take appropriate action.
51. The contractor should not cater items which are not approved. As per state Govt. guidelines, cigarettes, pan & Gutka, liquor etc., are strictly **prohibited.**” NO-TOBACCO ZONE in and 100 meters away from University gate.”
52. In case of violation of terms & conditions the CUJ may take appropriate action and / or terminate the agreement, including the forfeiture of Security Deposit.
53. Mess will be closed during Summer Vacation, Mid-Semester Break and Winter Vacation as per notified by the University time to time.
54. The Mess/canteen should run during the timings as will be declared by the Hostel Mess & Management Committee of CUJ.
55. The either parties shall have the right to terminate the contract by giving one months’ notice.
56. The caterer shall vacate the provided premises and hand over the all fixtures, furniture etc. to Estate Office of CUJ which are University property in good condition at the termination of the contract.
57. The caterer 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 authorities.
58. Staff strength in each category of Cooks, helpers should be optimum and of sound

health and finalized in consultation with Hostel Mess & Canteen Management committee of CUJ.

59. Employment of child laborers (below 18 years) is totally prohibited. It is responsibility of the caterer to comply with all formalities of Labor office including obtaining necessary **labour license of the Govt of Jharkhand of the current works.**
60. The employees of the caterer should wear proper uniform.
61. The caterer shall be responsible for the proper conduct and behavior 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.
62. The Caterer should ensure that all the employees are free from communicable diseases. Medical certificates to this effect should be made available for inspection by the authorities.
63. All expenses related to the functioning of the employees like EPF/ESI engaged by the caterer shall be in the scope of the Caterer. Proof for Statutory remittance of salary shall be provided to CUJ Administration with bill for release of payment.
64. The caterer shall maintain the record of duty hours and pay structure should be maintained as per rules for inspection by authorized Govt. Personnel of CUJ for meeting other statutory and non-statutory benefits/ obligations.
65. The University reserves the right to review and modify the terms and conditions periodically.
66. The items of food served will be checked by the quality committee constituted by the Hostel Mess Canteen Management Committee of CUJ. Such quality audit may be a test audit or random audit. In case of dispute on quality between caterer and the quality committee Registrar CUJ will be the sole arbitrator and His/ her decision shall be final and binding on both the parties. Since the service includes food and eatable. PFA Rules 1955 is binding on the caterer and registered in the state of Jharkhand at appropriate authorities.
67. Any other relevant matter for better functioning of Hostel Mess & canteen will be included at the later date.
68. The agreement should be signed by a person or persons duly authorized to sign on behalf your organization. A certified copy of the power of attorney authorizing the signatory or signatories to sign the agreement/documents.

In witness where of the parties have set their hands here to in the presence of the witnesses.

CATERER

REGISTRAR, CUJ, Ranchi

WITNESS: 1. \_\_\_\_\_ 2. \_\_\_\_\_