

NATIONAL LAW INSTITUTE UNIVERSITY

Kerwa Dam Road, Bhopal-462044 Email: nliu@nliu.ac.in

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TENDER No.:- NLIU/MESS/NIT/APRIL-01

Date:

TENDER DOCUMENTS

FOR

- ☐ Tender for providing Mess Services in the Hostel Mess for the Girls and Boys Hostel
at
National Law Institute University, Kerwa Dam Road, Bhopal (M.P) – 462044



NATIONAL LAW INSTITUTE UNIVERSITY

KERWA DAM ROAD BHOPAL

Nature of Work / Service	Execution and facilitating the mess services in the university hostels Boys and Girls and the Guest House for the period of 03 Years.
Execution Place	Campus of NLIU BHOPAL
Scope of Work	As listed on page no. 03
Approximate Value of Work	Approximately Rs. 30,00,000/- per month when hostels are in session
EMD	Rs. 6,00,000/-
Cost of Tender Form	Rs. 3,000/- excluding GST @ 18%
Security deposit	Rs. 1,00,000/-
Last date & time of receipt of tender	Up to 15:00 Hours on 10.05.2023
Place of submission of Tender	Online tender to be submitted on www.mptender.gov.in .
Availability of tender document on website.	24.04.2023
Date & time of opening of technical bids	16.05.2023.
Date & time for pre-bid meeting and inspection	02.05.2023 from 11:00am to 12:00 pm
Link to download the tender document	www.nliu.ac.in



NATIONAL LAW INSTITUTE UNIVERSITY
KERWA DAM ROAD, BHOPAL.

Tender Notice No: NLIU/MESS/NIT/APRIL-01

Date:

SUB: Tender for providing Mess Services in the Hostel Mess for the Girls and Boys Hostel at the National Law Institute University, Kerwa Dam Road

The National Law Institute University, Bhopal, invites E-tendering for Execution and facilitating the Mess Services in the University Premises for a period of three years on the portal www.mptenders.gov.in. The Details of the tender are also available on the website www.nliu.ac.in/tenders. The potential bidders are required to visit the website www.mptender.gov.in for submission of tender.

The work will be awarded initially for a period of one year, subject to it being renewed at the end of first and second year on the basis of the satisfactory performance of the agency/party.

The University may cancel the tender at any time with the agency/party by giving him 2 (two) month notice period due to its unsatisfactorily performance.

The tenders will be opened on the date and time as mentioned in this document.

The University reserves the right to accept / reject any tender without assigning any reasons

If desired, the parties will be required to meet the University Official for presentation (to satisfy all material questions pertaining to their company/firm and their modus-operandi etc.), interview and finalization of the offer.

Registrar
NLIU, Bhopal



Pre-Bid Meeting

The agenda of the pre-bid meeting is as follows:

1. The Registrar or authorized person on behalf of Administration will tell the caterer about the ground realities of the operation of the mess.
2. To discuss about salient points of the terms and conditions.
3. The Registrar or authorized person on behalf of Administration will respond to queries of the prospective caterers, if any.
4. The caterers will then inspect the facilities of the mess and kitchen of the respective hostels.

Prospective bidders are encouraged to attend this meeting.

Technical and financial bids must be submitted electronically on www.mptender.gov.in.

Names of the parties shortlisted based on technical bids will be published on the mptender website.



SPECIAL INSTRUCTIONS FOR TWO PARTS TENDER

(1) Bidding System -

Interested firms may submit their bids in two part(s):

a. **PART ONE: Technical Bid**

After the submission of Tender Fee and EMD, the technical bid will be opened. The technical bid shall consist of entire tender document signed and shall be submitted online on e-tendering website.

b. **PART TWO: Financial Bid** shall be opened for the bidders who are qualified in technical bid. The Financial Bid shall be submitted online on MP tender portal: www.mptenders.gov.in.

Any bid received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused.

The tender will remain valid for 60 days from the date of opening. After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 60 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the Licensee at a later date, the bidder shall be competent to refuse.

Opening of Bids:

First of all, **the Technical bids will be opened on the date, time and venue as mentioned in the document.** The bidders will also be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.

Thereafter, financial bids of all the technically qualified bidders only will be opened on the date, time and venue as mentioned in this document.

The party, whose tender is accepted, will have to sign an agreement within 15 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its tender may be annulled at the discretion of the University.

Evaluation Criteria for Bid Evaluation:

The Financial bids of only such bidders whose bids are qualified in their technical evaluation will be opened.

Acceptance/Non-acceptance of bids:

The tenders that do not fulfill any of the above conditions or are incomplete in any respect, are liable to be rejected. The University reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same. NLIU is not bound to accept the lowest tender and reserves the right to accept any tender whether lowest or not. The NLIU also reserves the right to reject all the tenders without assigning any reason thereof. The NLIU can also reject any tender which prima-facie violates any law applicable in the context of this tender.

Signature of the Tenderer: _____

Name: _____

Full Address & Telephone/Mobile No.: _____



(2) Scope of Work -

The contract is essentially for providing following mess services to the residents of NLIU hostel. The scope of work, covered by the contract, is broadly but not extensively described as given below:

- (a) Cooking and serving meals- Morning Tea, Breakfast, Lunch, Evening Tea, Snacks (Evening) and Dinner.
- (b) Procurement of raw material as per specification given
- (c) Cleaning of utensils, kitchen and serving items;
- (d) Cleaning of cooking, and dining areas which includes toilet & washing areas;
- (e) Maintenance of kitchen and dining areas;
- (f) Deployment and supervision of required manpower
- (g) Removal and safe disposal of waste material from the mess.



TECHNICAL QUALIFICATIONS-

For Established Mess Contractor/ Catering Firm

- The contracting agency/firm/company should have minimum experience of 03 (Three) years in similar type of mess/catering services, in terms of quantity & quality as on the closing date of bid. Established / certified experience of providing quality mess/catering service to approx. 800 persons daily in reputed Educational Institute/ PSUs/Govt. Organization /Undertakings, would be considered a preferential qualification. Bids which do not comply with the essential qualification criteria of 03 years' experience as above will not be considered as qualified for evaluation.
- The bidder must have the License to run mess/catering services from the Food Safety & Standard Authority of India or Food & Drug Department of State, concerned Govt. authorities, Shops & Establishment Act etc.
- Experience of having successfully run similar mess/catering services as on bid closing date with certificate of authentication from responsible person as per following:

Three similar completed works of Rs. 1.20 Cr each, having not less than 320 persons on its dining strength.

OR

Two similar completed works of Rs. 1.50 Cr each, having not less than 400 persons on its dining strength.

OR

One similar completed works of Rs. 2.40 Cr, having not less than 640 persons on its dining strength.

- Average Annual turnover of at least Rs. 1.50 Cr during last 5 financial years duly certified by CA and should be an income tax assessment.
- Registration with Income Tax department for PAN.
- Registration under the EPF Act 1952 and ESI Act.
- GST Registration No.
- EMD of Rs. 6 Lakh (Rupees Six Lakhs Only) which is to be electronically submitted on www.mptender.gov.in.

Eligible Bidders

- If Government owned/ controlled organization is willing to participate, they will have to produce a certificate of competent authority authorizing it to participate in the tender.
- The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practice issued by the university.
- Copies of original documents defining the constitution or legal status of the firm/organization, place of registration, and principal place of business, power of attorney of the authorized signatory of signing the Bid.
- Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's report for the past five years.
- Bank Solvency certificate for an amount of Rs 1.5 Crore from the bank.
- Information regarding any litigation, current or during the last Five years, in which the bidder is involved, the party concerned and disputed amount.

(Signature of the Bidder, with Official Seal)

- Even though the bidder meet the above qualifying criteria, they are subject to be disqualification if they have;
- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or



- Record of poor performance such as abandoning the works, not properly completing performing the work, inordinate delay in completion, litigation history, or financial failure etc.
- In the case of any agency that have previously provide to University, such services, should have provided it satisfactorily in the sole opinion of University, failing which the bid can summarily be rejected.
- Please furnish a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with any employee of the University or any other agency/vendor that has prepared the design, specifications and other documents for the contract.
- Each bidder shall submit only one bid for one Category. A bidder who submits or participate in more than one bid in single category will cause all the proposals with the Bidder's participation to be disqualified.
- The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible and liable for those costs.
- Sub-contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

Clarification of the Bidding Document

A prospective bidder requiring any clarification of the bidding documents may notify the university in writing. The university will respond to any request for clarification which he received earlier than 7 days prior to the dead line for submission of bids. Copies of the university response will be updated on the university website, including a description of the enquiry.

Amendment of Bidding Document

- Before the deadline for submission of the bids, the university may modify the bidding document by using addenda.
- Any addendum thus issued shall be the part of the bid document and shall be updated on university website.
- To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the university may extend, if necessary, the dead line for submission of bids.

(f) OPENING OF TECHNICAL BIDS –

The Technical Bids shall be opened on mentioned date.

(Signature of the Bidder, with Official Seal)



(g) OPENING OF FINANCIAL BID –

The Financial Bid of only those firms, found technically qualified by the Committee, will be opened.

(h) QUOTING THE PRICE –

The rates shall mention all types of taxes, GST etc. No other type of taxes shall be charged separately by the Mess Contractor. The rates shall also be inclusive of serving Two Special Feasts to Boys' and Girls' 'Hostellers in a month. The details of rate may be decided and will be finalized with the bidder during Semester breaks.

Financial evaluation will be done on the basis of the rate quoted for the sample menu in BOQ. The rate of the items included in the event and optional items will not be used for evaluation purpose and the rate of such items will be used as and when required.

i) CANCELLATION OF TENDERING PROCESS -

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

(j) LAST DATE FOR SUBMISSION OF TENDER –

Last date for submission of tender, completed in all respect is 10.05.2023 till 15:00 Hours.

(k) SEQUENCING OF TENDER DOCUMENTS (TECHNICAL BID) -

Tender documents shall be prepared in below mentioned order and shall be submitted in the form of a book.

Document shall be arranged in following orders:

S.No	Details of document of Technical bid	Enclosed or Non enclosed
1	Earnest Money Deposit (EMD). No Numbering Required	Rs. 6.0 Lakhs
2	Affidavit on letter head or Judicial Stamp Paper for the Acceptance of Tender Terms & conditions	
3	Certificate for Ethical Practice	
4	Technical Bid	
5	Signed & stamped copy of tender (Total----- pages)	
6	Work experience certificates (Attach copies of POs in chronological order. Latest should be on top. POs should not be older than 5 years)	
7	Contact details of establishment where caterer has provided service in the past or present	
8	Incorporation certificates of your firm	
9	Average Annual Turnover of last 5 financial years Report duly certifies by CA and IT Return.	Attach copies of Audit
10	Bank Solvency Certificate in format given Form	
11	Copy of PAN	
12	Copy of GST No	
13	Copy of EPF registration	
14	Copy of ESI registration	
15	Copy of Shop & Establishment Registration	
16	Copy of certificate issued from Food Safety and Standards Authority of India (FSSAI)	
17	Professional Tax Certificate	
18	Labour Registration Certificate.	
19	Any other statutory Registration or required documents	

(Signature of the Bidder, with Official Seal)



PROCESS OF EVALUTION

Steps of Evaluation

Criteria

Impact of unavailability of requisite document

EMD Amount of Rs. 6 Lakh
Signing & stamping of all pages of Tender Document
5 years experience in the profession
Annual Turnover of Rs
Registration with Income Tax department for PAN
GST Registration No.
Copy of ESI registration
Copy of EPF registration
Copy of Shop & Establishment Registration
Copy of certificate issued from Food Safety and Standards Authority of India (FSSAI)
Professional Tax Certificate
Labour Registration Certificate.
Any other statutory Registration or required documents

- **Step-1:** Earnest Money Deposit (EMD) of Rs. 6.0 Lakh is must for all bidders, if it founds without EMD, quotation shall be rejected summarily and no further evaluation of quotation shall be done
- **Step-2:** It will be mandatory for all bidders to sign with date (by authorized person) and stamp all pages of tender document. In absence of signature and stamp of bidder, quotation shall be rejected out rightly and no further evaluation of quotation shall be done
- **Step-3:** As operation of mess is a specialized work and it is essential that bidders must have 05 years' experience in the field of offering similar nature of job to any reputed government or private organization for at least 05 years. Bidder(s) will be required to submit the Work Order/Purchase Order in proof of experience. If it is not complied, tender shall be rejected at this stage and no further evaluation of tender shall be done.
- **Step-4:** Registration with Income Tax Department for PAN, Annul Income Tax Return Filing of 05 years, GST No and Registration under EPF Act and ESI Act, Labour Registration No., FSSAI Registration No., Copy of Shop & Establishment Registration, Copy of certificate issued from Food Safety , Professional Tax Certificate, Labour Registration Certificate shall be checked to only those bidders, who fulfills above three criteria (EMD submission, Signing & stamping of tender document and Experience certificate submission).

After the technical round, Financial Bids of technically qualified bidders shall be opened.

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

For National Law Institute University



Technical Bid

To be filled in ink by **BLUE BALL PEN**

From:

.....
.....
.....

To,
The Registrar,
National Law Institute University,
Kerwa Dam Road,
Bhopal – 462044 (MP)

(The Bidder is required to attach the self-attested copies of following document along with the bid. Any bid not accompanied by any of the following document may be rejected)

S. No	Particulars	Details to be filled in by the agency/firm
1	Name of the agency/vendor/firm/consortium/& Contact Person	
2	Regd. Office/ Business Address/ Contact of the Agency/vendor	
3	Registration Certificate of the firm/company/proprietor concerned, and the Date of incorporation of the Agency/vendor	
4	PAN and GST No. of the Agency/vendor	
5	Professional Tax registration No.	
6	Minimum 5 years of experience in providing services to reputed organizations/institutions	
7	Registration with Sales Tax Department	
8	Registration No. with ESIC Please state the registration No.	
9	Registration with EPF/Code No.	
10	Audited balance sheet and profit and loss account statement signifying that the agency/vendor has achieved annual sales turnover of Rs. 1.5 Crore in last five financial years	Turnover in Rs. (as per Income Tax Return):
11	The copy of income tax returns for the last five assessment years	
12	Number of Manpower working with the agency/vendor.	
13	Undertaking of the bidder to agree to properly handle the various gadgets and utensils, crockery , equipments, furniture and other property of the institute and other ancillary.	
14	A copy of FSSAI Certificate	
15	Address proof/Aadhar Card of individual applicant/person signing the bid.	
16	Details of total No. of working assignments currently undertaken by the bidder.	
17	Labour Registration Certificate	
18	Any other document required but not mentioned above.	

DECLARATION

1. I/we agree that the decision of NLIU, Bhopal in selection of Bidders will be final and binding to me/us.
2. I/we agree that we have no objection if inquiries are made about our works and experience, its related areas and any other inquiry regarding all contracts listed by us in the bid.
3. I/we undertake to inform any change in the constitution of the firm, as and when it takes place. The continuation of the contract subsequent on such alteration will be at sole discretion of NLIU, Bhopal.
4. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.

Place/Date:

(Name, Designation and Signature with
Seal of the Company)



Definition of Terms

Definition of terms:

1. In this Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:
2. The **"Bid/Tender"** shall mean the proposal/offer along with supporting documents, submitted by the Bidder for the consideration of institute.
3. The **"Bid/Tender Document"** shall mean the documents issued by the Institute to prospective Bidders, containing various terms and conditions, Scope of Work, any requirements, etc., or generally laid out in various sections spelling out the basis, procedure, modes, methods and formats for the Bidders to prepare their Bids for the submission. The Bid document shall include the invitation to the Bid, instructions, proposal forms and all addendum/corrigenda/amendment issued by the Institute.
4. The **"Contract"** shall mean the agreement between the Institute and the contractor, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the Bid document, Letter of Acceptance of the Bid, agreed variation to the Bid document if any, the Schedule of Rates and other relevant documents submitted by the contractor and as accepted by the Institute.
5. The **"Contractor"** shall mean person or persons, the firm or company whose Bid has been accepted by the Institute and includes the Contractor's legal representatives, his successors and permitted assignees.
6. The **"Hostel"** shall mean the Residence area of students.
7. The **"Institute"** shall mean 'National Law Institute University (NLIU), Bhopal' with its premises located at Kerwa Dam Road, Bhopal-462044 and shall include its authorized representatives, successors and assignees.
8. The **"Letter of Empanelment"** shall mean an official intimation from the Institute to empanelled agencies.
9. The **"Mess Committee"** shall mean a committee of elected residence and hostel administration, formally constituted by the Director and approved by the Institute, which will be authorized to regulate the activities related to the mess of Hostel on a day to day basis.

The **"Work"** shall mean and include all works to be executed, all items and things to be provided/ done and services and activities to be performed by the contractor in accordance with the contract.

- The contract is in respect of providing 3 (three) meals per day, that is, breakfast, lunch and dinner, besides evening tea with Snacks. Each meal will be served over a period of minimum 1½ (One and a half) hours. The period of mess operation shall be for two Semester per year with Semester breaks
- Normal operation schedule of NLIU students' mess will be from last week of July to November end and from the last week of December to April end. However, university administration reserves the right to extend or reduce the period of mess operation. In such cases, contractor shall be paid only on actual per plate consumption basis.
- The mess committee also reserves right to decide the timings for breakfast and each meal on different days. The mess committee may revise the timings over the year as per academic and other activities. The mess committee will inform the contractor about the changes in the timings well in advance.



- **Sample Mess Menu** - The mess committee shall provide basic menu, which shall continue for a minimum period of one month, once agreed upon mutually between Mess Committee and the Contractor. The mess committee may opt to include optional item(s) at the accepted rate(s). The mess committee reserves the right to change the menu time to time. Any change in the menu shall be communicated in
- writing, adequately in advance, to the contractor. **The Basic Meal Plan in accordance with the norms contained in Annexure shall be executed.**
- In addition to above, the contractor shall be required to provide extra messing facilities against additional payment basis to the residents of hostel in respect of items not covered under the Basic Meal Plan. However, the mess committee may in its own discretion, discontinue the evening tea and snacks. Under such circumstances, the contractor shall be required to proportionately enrich the dinner/ lunch/ breakfast, as decided by the mess committee. Menu once decided shall continue for a minimum period of one month.
- **List of Residents** - The list of residents, who will compulsorily join the mess, shall be provided by the university administration from time to time. The number of residents may vary depending upon academic sessions and vacations.
- The contractor should hire/ enter into agreement with Pest-Control Agency to keep the mess area infection/mosquito/rat free and cost incurred on it shall be borne by contractor.
- **Regarding Furniture etc.** The University shall provide furniture in the Dining Hall.
- **Maintenance of Inventory** - The inventory of articles shall be handed over to the contractor in good and working condition at the commencement of the contract. The contractor shall be the custodian of this Institute's properties and mess inventory during the period of contract and shall make good any loss to the inventory by way of misuse, breakage, theft, etc., at his own cost.
- **Refund of Security Deposit** - Similarly the inventory in good condition shall be handed over by the contractor to the mess committee on the expiry of the contract period. The security deposit shall be refunded only after a "No Dues Certificate" granted by the Mess Committee.
- **Use of Electricity** - The contractor shall not be allowed to use electricity as a cooking fuel. However, he shall be permitted to use toasters, refrigerators, water coolers, mixer/ grinder, oven and other equipments for cutting/grilling vegetables, etc. Any other electrical cooking appliance may also be used by the contractor after obtaining prior permission of the university administration in writing.
- **Storage of Food** - The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Un- refrigerated cooked food, not consumed within 6 (six) hours in summer and 10 (ten) hours in winter, shall be deemed to be stale and unfit for consumption.
- The food shall be neither too spicy nor too oily. Food should be wholesome and shall cater to the taste of the residents.
- The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
- The contractor shall pay special attention to maintain the mess in a neat and tidy condition at all times.



For this purpose, the mess shall be cleaned thoroughly after each meal.

Removal of Waste Materials from the Mess Area- The waste material and unused/leftover food from mess will be removed from mess premises every day. The contractor will ensure that all the waste material and unused/leftover food should be disposed off to the nearest Dustbin placed by Contractor. The contractor will also ensure that stray cattle, such as pigs, dogs, cows, etc., do not consume any food within the mess premises. Administration shall be free to inspect the Mess area at any time and if any waste material of left over food is found to be in undisposed condition, a penalty may be imposed.

- **Quality of Food** - The contractor shall procure only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than 1 (one) day in summer and 2 (two) days in winter at a stretch. However, the contractor shall ensure that a sufficient stock of other raw materials are stocked in the store for consumption for a minimum period of 15 (fifteen) days. The mess committee shall have the right to check the quality of food articles and vegetables from time to time.
- **Operational Period of Mess** - The mess will normally be operational for at least **9 months in a year**. No payment shall be made to contractor when mess is closed. The mess may be closed during the vacations at the discretion of Institute. The actual dates of these vacations are decided well in advance and are readily available in the institute calendar. The decision of the institute regarding the running of mess during the vacation shall be final and binding on the contractor. During the academic session the mess will not be allowed to be closed on any day, including Sundays and other holidays, for any reasons whatsoever.
- Period of mess operation shall be for the period of 10 Months.
- The contractor shall ensure that only hot food is served to the students. Complaints, if any, in this regard shall be dealt with severely.

PENALTIES FOR VIOLATION OR RULES, TERMS AND CONDITIONS

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

Rule Violation	Minimum Fine per complain
Non-availability of complaint registers on the counter / discouraging students from registering complaints	Up to Rs. 10,000/- or 10% of daily billing for one day. (Whichever is more)
Insects found in food	Up to Rs. 50,000/- or 50% of daily billing for one day. (Whichever is more)
Soft objects like hair, rope, plastic, cloth etc. in food	Up to Rs. 10,000/- or 25% of daily billing for one day. (Whichever is more)
Any complaint of stones / pebbles of diameter more than 2 mm	Up to Rs. 20,000/- or 40% of daily billing for one day. (Whichever is more)
Hard and / or sharp objects like glass pieces, nails, hard plastic etc.	Up to Rs. 20,000/- or 60% of daily billing for one day. (Whichever is more)
Three or more complaints of unclean utensils in a week	Up to Rs. 15,000/- or 20% of daily billing for one day. (Whichever is more)
If mess committee in consultation with students in present mess agrees that certain item of a meal was not cooked properly / overcooked / extra spicy / extraoily	Up to Rs. 10,000/- or 25% of daily billing for one day. (Whichever is more)
Food poisoning	Up to Rs 3,00,000 or 200% of daily billing depending upon severity



Timings mentioned in the tender or decided with the respective council should be followed strictly	Up to Rs 10,000/- or 10% of daily billing for one day. (Whichever is more)
If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner, and 10 minutes for breakfast and Tiffin	Up to Rs. 15,000/- or 15% of daily billing for one day. (Whichever is more)
Changes in menu of any meal without permission of mess committee	Up to Rs. 10,000/- or 10% of daily billing for one day. (Whichever is more)
If the quality of milk is not found to be appropriate, or it is diluted. It should have 3-4% fat content or as recommended by council.	Up to Rs 20,000/- or 20% of daily billing for one day. (Whichever is more)
Inappropriate personal hygiene of workers including their dress and / or misbehavior by workers etc.	Up to Rs. 25,000/- or 35% of daily billing for one day. (Whichever is more)
Failure to maintain a proper health checkup of the workers	Up to Rs. 10,000 /- or 30% of daily billing for one day. (Whichever is more)
Using brands not mentioned in the contract without prior permission and adulteration	Up to Rs. 50,000/- or 50% of daily billing for one day. (Whichever is more)
Any tampering with gas cylinders / gas pipelines	Up to Rs. 30,000/- or 35% of daily billing for one day. (Whichever is more)
Use of newspapers to keep fried items or any cooked food will be fined severely	Up to Rs. 20,000/- or 10% of daily billing for one day. (Whichever is more)
For providing or facilitating free meals to any person by mess contractor or his employee.	Up to Rs. 2,000/- or 10% of daily billing for one day. (Whichever is more)

Please Note:

1. Food Poisoning may invoke the above fines, along with cancellation of contract and possible blacklisting of the caterer. The security money deposited by the institute will not be refunded to caterer in case contract is cancelled for the above reason.
2. Absence of proprietor or his representative empowered to take decision from mess committee meetings (which will be held once every month) on due invitation will attract a fine of Rs. 20,000/- on caterer.
3. The administration of university shall take appropriate action, for any complaint against the vendor or his employees, regarding quality of food, quality of Services or any disciplinary dereliction or penal behavior, which may include spot fine any other majors deem suitable to the competent authority.
4. As and when mess committee in their meeting resolves to propose fine in their written minutes, same shall be forwarded to the University administration to take appropriate action and the same time shall inform the representative of contractor or his employee. The University administration with or without consultation of warden shall take appropriate action.
5. Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

Engagement and Deployment of Manpower for Mess Services

1. Salaries of these staffs shall be governed by MP State Govt minimum wages Act.
2. Contractor shall also ensure that each and every employee is covered under the provisions of ESI Act 1948 and EPF Act 1952.
3. The Employees' Provident Fund (EPF) and Employee State Insurance Commission (ESIC) contribution in respect of all employees shall be reimbursed to contractor on the production of challan/receipt copy along with the monthly bill in respect of mess workers engaged/ serving for NLIU students' mess.
4. The contractor shall compulsorily submit the proofs of payments towards PF, ESIC Wages to the



Employee via electronic mode and GST (if applicable) dues of previous month for claiming subsequent month's payment.

5. During Summer Vacation (May and June) and in the month of December, mess shall be closed and no payment shall be made for the salary of staff and items.
6. The contractor has to ensure that their employees will protect the institute's information received during discharge of their duties from any unauthorized disclosure to third party(ies) without permission.
7. The contractor shall not be allowed to use the hostel or mess premises to offer any messing facility beyond the scope of the contract unless agreed to by university authority.
8. For sick students, the contractor shall arrange to serve "sick diet" at their rooms. The sick diet shall be defined and provided by mess committee to the contractor.
9. Responsibility of providing uniform to the Mess Staff - Contractor/Firm shall provide dress to all mess staff and they will compulsorily wear it while on duty. The staff shall wear clean and ironed uniform while on duty, and his appearance should be smiling.
10. The contractor shall employ only healthy adult and trained staff with good health and sound mind for all services. He shall also nominate a qualified and experienced manager, acceptable to the institute to take orders/instructions from the university.
11. Responsibility of providing Medically-Fit Mess Staff - The contractor shall ensure that all employees engaged by him are free from communicable/ infectious disease and are also medically fit to work at mess. The cost of the medical examination will be borne by the contractor. If in the opinion of the institute any of the contractor's employee(s) is found to be suffering from any such disease/condition or if any employee(s) of the contractor is found to have committed misconduct or misbehavior, the university administration shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the institute. The Institute shall be entitled to restrain such employee (s) from entering into the mess premise. Thereafter, the contractor shall have to provide a substitute(s) within a reasonable time.
12. Follow the Security & Safety Regulations of the Institute - The contractor shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the Institute from time to time. The contractor shall have the right to appoint and to take appropriate disciplinary actions against his workers to fulfill his obligations under this agreement, provided that, action should be taken in accordance with Industrial Employment (Standing Order) Act, 1946 and the university administration should be informed at every point of time. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the Institute.
13. Behavior of Mess Staff - The contractor shall be responsible for the courteous behavior of all their staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality. The contractor shall be bound to prohibit and prevent employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The contractor shall be responsible thereof and indemnify the institute of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the university administration on any matter, arising under this clause shall be final.
14. In case, the Institute suffers loss of any nature on account of the contractor or his employees for not following security/ safety regulation/instructions, the contractor shall be liable to make good the loss as determined by the Institute at its sole discretion and the institute shall have the right to recover such losses, etc., from the dues payable to the contractor and/or security deposit, etc.
15. The contractor shall not appoint any sub- contractor for the work assigned to him without the written permission of the university administration. Also, no part of the contract, nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly



or indirectly to any person, firm or whosoever.

16. The contractor staff shall not be treated as the institute's staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The institute shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the contractor is responsible under the law. However, if the institute is forced to pay any cost of any nature on account of the contractor's liabilities, the said cost shall be recovered from the dues payable to the contractor.
17. The Mess contractor is not allowed to change the head chef/chef without prior approval of the mess committee.
18. **Fulfillment of Statutory Provisions** - The contractor shall be responsible for fulfilling the requirement for all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract labour (Regulations and Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The Institute shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. Hence, non compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The contractor shall maintain all records required to be maintained under statutory enactments and the university administration or authorized representatives shall be entitled to inspect all such records at any time.
19. **Minimum Wages** - The contractor shall ensure that atleast the minimum wages are paid to the employees. Also the contractor shall be responsible for opening of bank account of each employee to nearby bank on their own cost in order to transfer the salaries of employee directly to their account. The contractor shall maintain all the records and his authorized representative shall be entitled to inspect all such records at any time.
20. **Insurance of Workmen:** - The contractor shall, at his own expense, take workmen's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the Institute. The contractor shall further, at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time (say 15 days approx.) from the date of award of contract.
21. The mess workers of the contractor shall not be allowed to stay in the hostel premises or in the institute campus. However, the mess managers appointed by the contractor shall be provided a single room in the hostel to be used by them as office-cum-rest room.
22. The contractor shall make his own arrangement for the transportation of his employees.
23. Smoking and drinking within the entire area of the Mess/ Hostel in particular and the Institute campus in general are strictly prohibited. Violators of this rule shall be prosecuted as per law.
24. If and when required by the Institute, all personnel deployed by contractor at NLIU, will be required to display ID card while entering into the institute premises. They will also require wearing the ID Card all time while on duty.
25. **Accident or Injury to Workmen-** The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.
26. **Damage to Property-**The contractor shall be responsible for making good to the satisfaction of the university administration for any kind of loss or damage to any structures and properties within the mess premises. If such loss or damage is due to fault and/ or the negligence or willful acts or omission of the contractor, his employees, agents, representatives or sub-contractors, shall make good the loss as assessed by the university administration.



27. Labour Laws -

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

28. Safety Regulations -

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

29. Regarding compliance of statutory provisions -

- (a) The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (state). As such, the contractor shall be required to obtain requisite license from the office of the Regional Labour Commissioner (state) under the aforementioned Act.
- (b) The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- (c) The contractor shall abide by all the rules and regulations of the Labour Laws and Rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
- (d) The contractor shall be wholly responsible regarding the payment of minimum wages to the mess workers. As and when the minimum wage rate is revised by the Central Labour Commissioner, the contractor shall have to pay the revised rate to his workers as on that date.
- (e) The contractor shall be liable to comply with the Employees' State Insurance (ESI) Act, 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act 1952.
- (f) The contractor shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with his part of the contribution to the respective authorities within the statutory periods and shall provide a copy of the deposit challan under his signature to the institute within one week of depositing the same to the respective authorities. The contractor shall regularly maintain proper record in this regard, which can be inspected by the appropriate authority of the institute at any time.
- (g) The contractor shall pay wages directly to the workmen without any intervention of any labour contractor. The contractor shall also ensure that no amount by way of commission or otherwise is



Rates of meal and terms of payment

1. The bidder shall only quote the rate of food per student per day.
2. Bidder will be required to quote the Rate per student per day for Breakfast, Lunch, Evening Tea & Snacks etc and Dinner separately to reach the final rate of per student per day.
3. **Criteria for Evaluation of Financial Bid** - Financial Bid, received without calculation chart shall be summarily rejected, even that their price is lowest. The objective of preparing calculation chart is to examine the correctness of price as per current market rate.
4. The prices/rates accepted by the contractor shall remain firm till the completion of contract, except the new taxes enacted by government during contract period and applicable to this institute. The prices/rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work.
5. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the work and material required through the contract may not have fully and precisely incorporated them. The opinion of the Mess Committee/university administration as to the items of work which are necessary and reasonable for completion of the work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.
6. The generality of this provision shall not be deemed to be cut down or be limited in any way because in certain cases it may not be expressly stated that the contractor shall do or perform a work or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the prices/ rates.
7. The contractor shall be required to provide meals to his workmen who would be willing to take the meal in the mess. However, the contractor shall not be allowed to deduct more than approved rate on per day basis.
8. The aforementioned rates shall remain in force for two years from the date of commencement of the work and during this period the rate shall not be revised.
9. The rates so fixed will be inclusive of all taxes, duties, and levies etc. imposed by the state/central government and Local Bodies as on the date of award of the work, However, if any new tax, duty or levy is imposed or enhanced by the Government/ Local Bodies subsequent to the award of work, the same shall be reimbursed on production of proof of payment.
10. **The contractor will raise bill on monthly basis.** The caterer shall submit their bill every month which is to be duly certified by Wardens and Mess Committee.



deducted from the wages of the workmen.

- (h) The contractor shall be solely responsible with regard to the supervision, wages and salary, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Regional Labour Commissioner (state) under the Minimum Wages act as in force from time to time.
- (i) All employees of the contractor shall carry Employment/ Identity Cards issued by the contractor at all times, in terms of Rule 76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971.



General Instructions to bidder

1. General Terms:

- a. The Contract Agreement would be for a period of **one year** and subsequently, may be renewed for additional period of one year or part thereof, subject to satisfactory performance.
- b. After 45 days of operation the caterers will be evaluated on the basis of the guidelines and rules detailed in this document and in the leave and license agreement to be drawn. If the caterer fails to meet the expectation and promises made, then the leave and license agreement can be cancelled at that time.
- c. **Within 15 days** of execution of the agreement, the caterer will be required to provide a **Bank Guarantee of amount equal to 5% of the contract value** for which agreement is entered into. This Bank Guarantee should be from a scheduled nationalized bank, and will be held against in default in performance and violations of terms and conditions. This Bank Guarantee shall be effective for a period of 13 months. In case of renewal of agreement, the bank guarantee should be renewed for a period of 13 months from the date of renewal.
- d. The catering contractor has to pay license fee of Rs. 20,000/- per month for the first year and at such rate as may be fixed by the Institute for the subsequent years.
- e. The catering contractor will pay Rs. 10,000/- towards water charges every month. Wastage of water must be avoided.
- f. The catering contractor will pay the charges towards electricity every month on the basis of consumption. A separate meter shall be installed in the mess area and the contractor is liable to pay the electricity charges as per consumption on non-domestic rates of the MPKVCL.
- g. Contractor must submit all necessary statutory documents, as stated in later part of this document.
- h. In the event of award of the contract, the contractor should be registered with a valid labour license as per the rules and regulations laid by the Labour Department, Government of M.P.
- i. The Caterer is being provided space and other facilities to run his business on the campus. Therefore, the relationship between the Caterer and the Institute/Hostel is that of a licensor and licensee and not of a Principal Employer and Contractor.
- j. The per day per student rate may be revised by maximum 5% or based on the percentage increase in the Consumer Price Index, whichever is lower, during the term of renewal (i.e., after successful operation of mess services for a period of 01 year). This exercise will be done by the respective Hostel/Mess Committee before the decision of renewal.
- k. The Caterer should have valid necessary license from FSSAI (Central).
- l. The catering agency must have Permanent Account Number (PAN) issued by the Income Tax department and should submit the Income Tax Return for last five years **(To be enclosed in the Technical Bid)**

2. Mobilization Time -

- (i) The contractor shall have to mobilize his resources so as to commence the work within 15 (fifteen) days from the date of award of contract.
- (ii) Contractor will be required to relocate all their set up and manpower on their own cost. No other charges shall be payable to contractor for operating mess.

3. Return of Security Deposit - The Security Deposit shall be refunded to the contractor without any interest after 60 (sixty) days of the expiry of the contract or within 15 (fifteen) days from the date of the issue of a "No Dues Certificate" by the university administration subject to the fulfillment of all contractual obligations by the contractor. No interest shall be payable by the Institute for sums deposited as Security Deposit.

4. Forfeiture of Security Deposit:

In case, the institute makes any recoveries on any account from the Security Deposit of the contractor, the contractor shall make good the Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the contractor shall have to pay an interest @ 12 % (percent) per annum for the period of delay in making good the Security Deposit.

5. The mess premises shall always be in possession of the Institute and the contractor is only permitted to enter the premises to manage the mess. Whenever the contract is terminated or



concluded the assigned work and institute decides to not allow contractor on written notice to run the mess, the institute shall be entitled to restrain the contractor from entering into NLIU premise as well as the hostel premises.

6 Income Tax (TDS), if applicable shall be deducted from all payments made to the contractor as per rules and regulations in force and in accordance with the income tax act and service tax department prevailing from time to time.

7 Termination of contract

(a) The Institute shall reserve right to terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the institute to the contractor shall be issued giving 30 (Thirty) days' notice for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances this 30 (Thirty) days' period may appropriately be reduced.

(b) The mess contractor is not allowed to close/end the contract/services without serving an advance notice of at least 60 (Sixty) days nonetheless the University may insist upon continued services till an alternate arrangement is in place for providing mess arrangement services to the students.

9 If all or part of the contract is terminated in accordance with the provisions contained above, the institute shall pay to the contractor charge up to the effective date of termination. However, the termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

10 Responsibility for Proper Upkeep of Buildings and Services:

(a) It will be the responsibility of the contractor to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the contractor takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good condition shall devolve upon the contractor.

11 Issues, not specifically clarified in the contract, shall be settled with mutual consent between the contractor and the university, without vitiating the basic premises of the contract.

12 Interpretation of Contract Documents:

(a) Several documents forming the contract are to be taken as mutually explanatory. In case any discrepancy, inconsistency, error or omission in the contract, the matter may be referred to the university administration, who will be empowered to take final decision and issue instructions to the contractor about modality that has to be adopted to sort-out any specific problem. The decision of the university administration shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

13 Wherever it is mentioned in the scope of work that the contractor shall perform certain work or provide certain facilities, it is understood that contractor shall do so at his own cost and the value of the contract shall be deemed to have included in the cost of such performance and provision so mentioned.

14 All material and services shall satisfy the high standards befitting the reputation of the institute.

15 Once the quoted rates/prices accepted by the contractor, it shall be for all purposes whatsoever and it will be deemed that they have independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same. The scope of work is only broadly defined and the final details shall be finalized by the university administration during the course of the execution of work.

16 The contractor shall be deemed to have examined the contract documents, to have obtained his own information in all matters whatsoever that might affect the carrying out the work at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in the description or quantity or omission there from, shall not vitiate the contract or release the



contractor from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to have aware the scope, nature and magnitude of the works and the requirements of the materials and labour and the type of works involved, etc., and as to what all works he has to complete in accordance with the contract documents, whatever be the defects, omissions or errors that may be found in the contract document. The contractor shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing conditions, about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for the payment of Government taxes, other charges, levies, etc.

- 17 Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.
- 18 In case of any doubt and clarity required for the any clause of contract/tender, contractor may send their request in writing to the institute to settle the issue, before signing the contract. The institute shall provide such clarification as may be necessary in writing to the contractor. Such clarification as provided by the Institute shall form a part of the contract document.
- 19 No verbal agreement or inference from conversation with any officer or employee of the Institute before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/ obligations contained herein.
- 20 If the contractor or his employees break, deface or destroy the property or the establishment belonging to the Institute during the execution of the contract, the same shall be made good by the contractor at his own expense.
- 21 All compensation or other sums of money payable by the contractor to the Institute and the recoveries to be made under terms of this contract may be deducted from his Security Deposit or from any sums which may be due/may become due to the contractor or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the contractor shall within 10 (ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.

22 Power of Entry -

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

- (a) fails to carry out the works in conformity with the contract documents; or
- (b) violate any of the statutory provisions including but not restricted to the Minimum Wages Act, ESI Act and EPF Act; or
 - fails to carry out the works in accordance with the contract schedule; or
 - substantially suspends the work without authority from the Administration; or
 - fails to carry out and execute the works to the satisfaction of the Administration; or
 - fails to facilitate procurement of sufficient/suitable raw material or things; or
 - commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after a notice in writing being given to the contractor by the university administration requiring such breach to be remedied; or
 - if the contractor abandons the works;
 - in any of above cases, institute shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with the work by his agents, workmen and the supervisors as the institute in its absolute discretion may think proper to employ without making payment to the contractor for the said material other than such as may be certified in writing by the university administration to be reasonable, then the amount of such excess as certified by the university administration shall be deducted from subsequent month bill or security, which may be due for work done by the contractor and be made good under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the institute by the contractor and the institute shall have the power to sell in such manner and for price as it may think fit all material



pertaining to the contractor and to recover the said deficiency out of the proceeds of the sale.

23. Force Majeure -

- (a) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.
- (b) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- (c) The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the University without any penalty.
- (d) If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the contract in whole or in part thereof its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

24. Release of Information -

The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.

25. Schedule of Rates and Payments -

The price to be paid by the Institute to the contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor as per the terms of the contract shall be ascertained by the bidders at the schedule of rates and payment shall be made accordingly to the work actually executed and approved by the university administration.

26. Receipts for Payment -

The receipt for payment made on account of the work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractor are described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by any authorized person.

27. Completion of Contract -

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of the contract.

28. Completion Certificate/ No Dues Certificate -

When the contractor fulfils these obligations under the contract, he shall be eligible to apply for a Completion/No Dues Certificate in of the work. The university administration shall normally issue Work Completion Certificate to the contractor within 1 (one) month of receiving an application form. The contractor, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

29. Signing of Contract:

The successful tenderer shall execute an agreement with the NLIU on Non-Judicial stamp paper of value as prescribed by the Stamp Act, 1899 within 15 days of award of work. The stamp duty shall be borne and paid by the Agency. Monthly bills will be paid only after the submission of contract agreement and Police Verification Report of all the hired employees by the Agency. However, the issue of intimation of award of work by the NLIU shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

30. Disclaimer:

- a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within three (3) days



from the date of Notice inviting tender, it shall be considered that this document is complete in all respects.

- b) The NLIU reserves the right to modify, amend or supplement this document including all formats and Annex.
- c) While this document has been prepared in good faith, neither the NLIU nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
- d) After selection and before commencement of work, the successful bidder shall execute (at his/her own expense) an agreement on a stamp paper of prescribed value with the NLIU. The bidder shall also submit a Performance Bank Guarantee in favor of the NLIU as a security deposit for an amount equal to 5% of the contract value. The validity of the Performance Bank Guarantee shall be 6 months beyond the term of the contract. No interest will be paid by the NLIU on the Performance Bank Guarantee deposited. Further, NLIU reserves the right to recover any part or the entire amount of the Performance Bank Guarantee in case of any loss, theft, damage, non-payment of salary etc. The decision of NLIU in respect of such losses shall be final and binding.

31. Arbitration -

- (a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question of disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a sole arbitrator to be appointed by the Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on both parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.
- (b) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed de-novo.
- (c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.
- (d) It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- (e) The venue of arbitration shall be NLIU, Bhopal M.P.
- (f) Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

32. Mess Related Terms:

- a. Engagement of required number of staff, providing uniforms etc. shall be done by the caterer with approval of the administration of the University. The workers should always use hand gloves and caps while working (hair found in food is not acceptable). Caterer should provide a minimum of two pairs of uniform to the workers and ensure that workers report for duty in clean uniforms.
- b. The approximate strength of mess members for different Hostels during regular semester and during summer and winter vacations is as mentioned in Annexure A.
- c. The price of extra items may be found in Annexure B. The right to make any changes after awarding the contract lie solely with the Hostel Council of the respective hostels. The extra items must be available during regular mess timings.
- d. The caterer shall, at their cost, maintain adequate stock of food grain, grocery. The caterer shall be responsible for proper hygienic storage of all raw materials.



- e. No food cooked in the mess may be taken out of the premises without prior permission of the Warden of the concerned hostel & University's Administration.
- f. Vegetarian and Non-Vegetarian food should be cooked and served separately.
- g. The owner of the firm shall attend a monthly meeting of the mess committee, failing which a penalty will be imposed. This meeting shall be attended by the owner himself or a senior representative, who is authorized to take policy & monetary decisions.
- h. Facility of first aid box with adequate capacity is mandatory to be provided to the mess workers.
- i. All the employees of the contractor shall be fully vaccinated and provide concerned certificate on the commencement of work.
- j. The contractor shall ensure the police verification of all the employees and submit such certificate within 15 days of commencement of his work.
- k. Providing all time meals to Two Boys 'Hostel Two Girls 'Hostel , High Tea during the meetings in the University, Lunch/Dinner in events/official meetings etc.

33. Infrastructural and equipment related terms:

- a. Major civil and electrical works will be attended by NLIU. Minor maintenance jobs such as replacement of light bulbs, tube lights, water taps etc. are the responsibility of the catering contractor.
 - b. Kitchen equipment, cooking gas bank and dining hall furniture, service Counters, cooking utensils, crockery, cutlery etc. will be the sole responsibility of the caterer and if furniture and other equipment's are provided by NLIU, the contractor is responsible for its safe keeping and maintenance, if the same has been damaged by the mess workers/contractors it shall be recovered from the monthly bills.
 - c. Refilling of cooking gas cylinders provided and procurement of good quality provisions and other consumables is the responsibility of the caterer.
 - d. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering contractor.
 - e. Maintenance of kitchen equipment will be covered to the scope of service contract entered into by NLIU with equipment suppliers, but catering contractor should inform service contractor of maintenance requirements. Additional expenses on repairs and maintenance of equipment, if any, shall be borne by the caterer.
 - f. Caterer is supposed to take care of all the utensils and equipment handed over to him by the hostel. Mess manager/Caterer is responsible if anything is stolen or taken by any student with permission.
 - g. No accommodation, except a changing/resting room, will be provided to the workers of the caterer.
34. No price hike will be provided to Caterer for any reason during the entire duration of the Tender Contract, except as mentioned in clause 1(j) above or revision of rate of taxes by the appropriate Government.

35. Services to be provided in themes:

- a. Contractor must implement and follow the Tiffin System that is decided by the institute.
Please read the terms and conditions of the system in ANNEXURE
- b. The contractor should keep a separate counter for extras. The menu and suggestive prices for the extras in different meals is available in ANNEXURE . The final decision on the rates, however, may be decided in consultation with the University's Administration / Mess Committee.

36. Jurisdiction -

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

(Signature and Seal of the Bidder)



RULES PERTAINING TO THE DAILY FUNCTIONING OF THE MESS

Timings for the mess:

Actual timing will depend upon the decision of the University Administration and caterer would be obliged to adhere to the Administration's instruction regarding it. Following is a tentative timing.

Meal	Timings
Breakfast	07:30 AM to 09:00 AM
Lunch	01:30 PM to 03:00 PM
Evening Snacks	05:00 PM to 06:00 PM
Dinner	07:30 PM to 10:00 PM

GENERAL STRUCTURE OF THE MENU

The following is the general structure of the menu.

- **Breakfast**
 - Indian dish
 - Adequate Toasted Brown Bread, multigrain, and normal bread with butter, jam and ketchup
 - Peanut Butter
 - Sprouts/Boiled Pulses/Corn
 - Milk (one Glass of 200 ml) with Bournvita/Complan/Horlicks OR Juice(200ml)
 - Cornflakes/Oats/Chocos/Muesli
 - Egg/ banana/ paneer bhurji [System that is to be followed is number of eggs + number of bananas = 4. For e.g., Boiled egg (1 egg = 1 item worth), Omelette (1 egg omelette = 1 item worth), egg bhurji (1 cup = item worth), banana (1 banana = 1 item worth), fruit other than banana (approx 1 bowl serving of fruit = 2 items worth), paneer bhurji (1 cup = 2 items worth). The caterer is supposed to serve 4 items worth of either egg/ banana/ fruit/ paneer bhurji.]¹
 - Adequate Tea and Coffee
- **Lunch**
 - Unlimited plain Rice on all 7 days along with any other special rice items as mentioned in the menu (eg. Dum biryani, tomato rice, jeera rice, curd rice etc.)
 - Unlimited Chapati (with and without Ghee)
 - Adequate Dal, Sambar and Rasam
 - One unlimited vegetable curry and one unlimited dry vegetable
 - Adequate Salad and pickle
 - Fried Papad (adequate) — 5 days a week, roasted papad 2 days a week
 - Different Varieties of Fryums, Chutney as mentioned in the menu.
 - Curd/Raita as mentioned in the menu
 - Lassi/Chaas/Rasna/Nimbu Pani/Jaljeera/Kokum/Aam Panna as mentioned in menu
- **Evening Snacks**
 - One snack item

¹Should be removed to remove limit on these items.



- Adequate toasted brown, Multigrain, and white bread with butter, jam and ketchup.
- Adequate Tea and Coffee to be served on all 7 days of the week.
- Adequate Rasna/ Khus Sharbat/ Lemon water/ Roohafza/ Jal Jeera/ Aam panna/Lassi/Chaas
- **Dinner**
- Adequate plain Rice on all 7 days along with any other special rice items as mentioned in the menu (eg. Dum biryani, tomato rice, jeera rice etc.)
- Adequate Chapati (with and without Ghee)
- Adequate Dal, Sambar and Rasam
- One Adequate vegetable curry and one adequate dry vegetable
- Adequate Salad
- Pickle
- Fried papad (adequate)- 5 days a week, roasted papad- 2 days a week
- Sweet Dish (either lunch or dinner)
- Curd/Raita/Lassi/Chaas/Rasna/Nimbu Pani/Jaljeera/Kokum/Aam Panna as mentioned in menu
- One Fruit

Note: This is just a sample format menu, changes are possible based on decisions of University Administration/mess committee.

Rules pertaining to food:

1. Adequate Salad will be provided during lunch and dinner. It will comprise of lemon, green chillies (both raw and fried). Either tomato or onion must be there in the salad. It will also contain any two of the following in every meal: cucumbers, beetroots, carrots and radish except when Groundnut, Corn, Sprouts, Minced or Cabbage Salad is being served.
2. Mouth freshener (Fennel seeds and sugar) and Pickle to be provided with every meal.
3. The composition of a vegetable item should be exactly as specified by the Mess Committee. For e.g., if the Committee requires that onion or potato should not be mixed to an item, then it should be strictly followed.
4. Seasonal drinks must be served in the mess as per requirement given by the mess committee.
5. Special chutney and Sambar should be served with all South Indian dishes (like idli, dosa etc.)
6. Raita to be served when dishes like Biryani is served. Plain rice has to be served in addition when there is biryani or pulao.
7. Ketchup, Butter, Jam (of mentioned brands), Curd and Chutney has to be provided along with all dishes which need them and as decided in the menu.

A. Important Points: -

- a. Caterer should provide special feast on occasions like festivals for eight to ten days in a year, as decided by the mess committee, at no extra cost, Tea parties (once a semester) and regional food festivals should be organized occasionally at no extra cost, as decided by the University Administration. The mess committee can impose temporary menus on festivals which shall follow the general structure of the menu and would not be treated as special dinner/lunch.
- b. The Special Dinner/lunch Frequency shall be 2 times a month OR every 15 days.
- c. In case of lapse of special dinner/lunch, the same shall be compensated in the following months as decided by the mess committee.
- d. Special dinner menu could include:
 - 3 starters (2 veg + 1 non veg), 2 Main course (1 veg, 1 non-veg), sweets (sweets have to be served in addition to ice cream) dal, rice, drinks, papad, salad etc.



- e. Special Dinner/lunch and Special Feast are different and should be treated as such. The frequency is further clarified:
- Special Dinner/Lunch: 2 times a month or Every 15 days.
 - Special Feast: 8-10 times a year during Festivals (General Structure for Special feasts shall be same as that of lunch/dinner on Normal days)
- f. Sweet dish shall to be served on the festival days (The list of festival days to be decided by the University Administration).
- g. In case a special event is organized in the hostel for which food is arranged from another caterer/restaurant, the students will get a discount corresponding to food charges for that meal. This is expected to happen no more than twice a semester. Cost decided in consent with mess committee.
- h. Special food on days of fasting should be served, as decided by the mess committee, at no extra cost.
- Food should be served and maintained warm at all times.
 - Paper napkin should be provided. Butter paper should be used to keep the fried items.
 - Use of Dalda/Vanaspati Ghee or hydrogenated fats in any form is not allowed.
 - Different quality of rice should be used for Biryani and normal rice. Good quality rice should be used during normal meal and for special dinner / lunch, biryani etc. branded basmati rice should be used.
 - Water should be served on the tables and filled salt dispensers must be available on the table at all times.
 - Cleanliness of the dining area to be maintained by the caterer at all times.
 - Curd to be served with Parathas at all times.
 - Onion, lemon and similar sides shall also be provided wherever directed by the mess committee.
 - Curry Maggi/ Poha / Maggi and Tea /Coffee should be served in disposable plates during End Semester and Mid Semester Examination (40-45 Days in a Year, on timings to be decided by the respective mess committee / University Administration).
 - Bakery items can also be served during any of the meals in compliance with the general structure of the menu. The items can range from Patties/pastry/rolls etc.
 - The mess committee reserves the right to change the position of items in general structure provided that they don't violate the overall general structure to be followed for a day. (for e.g. Eggs to be served in breakfast can be shifted to lunch/dinner/snacks provided eggs are not served during breakfast on that particular day)
- **Frequency of items/dishes shall be as follows:**

Item	Frequency
Paneer	4 times a week
Chicken/mutton/fish	3 times a week
Peanut butter	7 days a week
Eggs	7 times a week during breakfast AND Once a week during dinner
Adequate Rasna/ Khus Sharbat/ Lemon water/ Roohafza/ Jal Jeera/ Aam panna	7 days a week during Snacks
Banana Or other fruits	7 days a week (Breakfast and Dinner / Breakfast or Dinner)
Cornflakes/ Oats/Chocos/ Muesli	7 days a week



Plain Curd	7 days a week
Sweets (including Ice Cream)	7 days a week
One glass of milk (250ml)	7 days a week
One serving of Shrikhand/Yogurt	Once a week
Slice of cheese	Once a week

B. Other Rules:

1. Jain Food and Boiled Food should be served as per requirement, which is to be decided by the mess committee on separate counters. Separate arrangements for Jain Food should be made which may include (but not limited to) separate plates and cutlery, separate utensils (if directed)
2. The use of monosodium glutamate (Ajinomoto) is strictly prohibited.
3. A sufficient number of counters, as decided by the University Administration/Mess Committee, should be operational. No mess worker should stay/sleep in the mess during night time after 11:00 PM.
4. A list of management or supervisory position must be given by the caterer to the University Administration, which states the name of person whom the mess committee / University Administration should contact for a particular issue in the mess. This list should be maintained formally and given to mess committee / University Administration. Any changes in these positions should be told beforehand, unless there is an emergency.
5. Caterer should maintain a complaint and suggestion register and every complaint should be responded by taking corrective measures in consultation with hostel warden/University Administration/mess committee.
6. Catering services for institute and any other events held within the premises of the hostel may be undertaken only after obtaining a written permission from the University Administration, at least three days prior to the event.
7. Coupons for guest meals and extra items will be sold to the customer either on the basis of the requisition of a resident of the hostel or against cash payment for the same to the caterers. The price of the same shall be decided by the mess committee / University Administration in consultation with the Caterer.
8. Pest control in the Kitchen area, Dining area and the Storage area should be carried out through licensed agencies at least once a week by the caterer. In case if the mess committee / University Administration conducted pest control and paid the agency, full amount of the Pest control contract should be reimbursed to NLIU. Record of pest control carried out in the kitchen and dining area should be maintained in the Mess Office all the time for inspection.
9. In case the mess is closed on any occasion or for pest control then special dinner / lunch shall be provided, in lieu of the missed meals, at no extra cost.
10. Distribution and order of pizza, burger, Mod from dominos, MCD and fish to be done by the contractor as per the list given and instructed by the Mess Committee. It is the sole duty of contractor to provide workers who will distribute these items.
11. The caterer shall arrange for excess workers in case required.
12. Caterer should use fresheners regularly in mess dining, kitchen and washing area to avoid foul smell.
13. Disposable Glasses and plates, spoons or any other disposable items, as instructed by Mess Committee, should be provided to students at no extra cost at the time of breakfast and tiffin. Such items being provided should be a proper quality food grade product.
14. No stale (not fresh, items used in a meal) items should be found in mess after 24 hours of its preparation. Fine will be imposed as decided by mess committee / University Administration.



15. Food wastage should be weighed daily for all meals and should be displayed in the mess. The surplus mess food from each meal could be distributed to the workers of the hostel as decided by the mess committee/University Administration.
16. All the coupons purchased shall be punched properly and shouldn't be reused in any circumstances, failing to do so council has rights to take strict actions against the caterer.
17. Bifurcation of prices of each meal should be done and shared with the mess committee.
18. ***The Agency shall not sublet, transfer or assign the contract or any part thereof to any third person/Agency/organization.***
19. ***The employee(s) engaged by the Agency would not be eligible for a claim for employment in the NLIU under any circumstances.***

It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the NLIU from imposing or requiring the Bidder to agree upon such further terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this tender.

TERMINATION OF AGREEMENT

Without prejudice to what is contained herein above, the NLIU shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of one month with or without assigning any reason and without payment of any compensation, if in the opinion of the NLIU (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the NLIU's satisfaction and/or

- a. the contractor commits a breach of any terms and conditions of this agreement and/or
- b. the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
- c. for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- d. There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the NLIU to such variation.

RISK AND COST CLAUSE

Notwithstanding anything contained in any other clause, the NLIU reserves the right to terminate the contract due to any failure on the part of the Agency in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of the NLIU about the failure on the part of the Agency shall be final and binding on the Agency. This termination can be done at a notice of 5 working days.

If there is any stoppage of service, for any reason, the Agency is liable for penalty action as decided by the NLIU. The decision of the Authorized Officer of NLIU, Bhopal (Registrar) shall be final and binding. In the event of any failure on the part of the Agency, the NLIU shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the Agency. The additional cost, loss, if any incurred by the NLIU would be recovered from the Agency.

PAYMENT TO THE AGENCY

- i) The Agency shall raise the bill on completion of every month. As the NLIU follows National Electronic Fund Transfer (NEFT) method only, the successful Agency should complete NEFT procedure immediately on receiving the work order.



ii) Before submission of the bill, the Agency shall ensure that the payment for persons deployed by the Agency have been made for the billed period.

No request for making advance payment on any ground shall be entertained.

Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

iii) The NLIU will deduct Income Tax at Source under Section 194-C of Income Tax Act, 1961 and TDS under CGST/SGST of Section 51 of CGST/SGST Act 2017 from the agency at the prevailing rates of such sum as income tax on the income comprised therein. Any other statutory deductions, if required shall also be made as applicable.

NON-DISCLOSURE

The Agency shall not disclose directly or indirectly any information, materials and details of the NLIU's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Agency during the course of discharging its contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. The Agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Agency shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the NLIU. The Agency shall indemnify the NLIU for any loss suffered by the NLIU as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Agency and the NLIU shall be entitled to claim damages and pursue legal remedies. The Agency shall ensure that the persons engaged for the purpose of the work are made aware of the non-disclosure requirement and the Agency shall be liable for any breach committed by its persons.

The NON-DISCLOSURE Clause signed by the Agency under the aforesaid agreements will survive for indefinite duration.

LIQUIDATED DAMAGES

For deficiency in services and serious inconvenience caused to the NLIU and its officials, liquidated damages not exceeding 25% of the estimated bill for the relevant month may become leviable. However, the NLIU will levy it only after giving due notice. In case of dispute an appeal may be made to the Registrar, NLIU, Bhopal whose decision will be final in the matter. However, the NLIU reserves the right to impose liquidated damages up to 10% of the contract amount. In the event of liquidated damages reaching 10% of the contract amount, the NLIU reserves its right to terminate the contract and the Tenderer shall be liable to risk and cost.

RIGHT TO DISQUALIFY FOR FAILURE TO EXECUTE THE WORK

The Tenderer understands that he fulfills all the requirements of the tender documents and is in a position to execute the work immediately upon receipt of approval letter from the NLIU. Upon receipt of in-principal approval from the NLIU, the Tenderer shall be bound to deploy the required number of competent persons, within three days of the receipt of the letter from the NLIU and before the final award of the work. It is agreed by the Tenderer that mere receipt of in- principal approval does not guarantee award of work, the work will be finally awarded upon satisfaction of the NLIU that the Tenderer is/will be in a position to meet the requirements of the tender. In the event the Tenderer fails to commence the work upon award of the contract, the NLIU reserves the right to withdraw the in-principal approval and forfeit the EMD amount furnished by the Tenderer, the Tenderer shall also be liable to risk and cost. The NLIU also reserves its right to debar such defaulting Tenderer from participating in any future contract in the NLIU for a period of three years, however, before doing so the NLIU may serve seven days' show cause notice (SCN) on the Tenderer and consider the reply if any given by the Tenderer to such notice.



Articles of Agreement

THIS AGREEMENT is made at Bhopal on this.....day of.....

between the National Law Institute University, Kerwa Dam Road, Bhopal (M.P.) - 462044 hereinafter referred to as the "NLIU" which expression shall include his successors in office and assignees of the ONEPART

AND

M/s..... having its Regd. Office athereinafter referred to as the "Agency" which expression shall mean and include its legal representatives and assignees and successors of the OTHER PART.

WHEREAS the Agency is carrying on the business of providing mess Services in the Hostel Mess for the Girls and Boys Hostel at the National Law Institute University, Kerwa Dam Road, Bhopal and has adequate experience in such jobs for rendering such service.

AND WHEREAS the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the Agency.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. This agreement will come into effect from _____ and will remain in force up to _____ or until it is terminated as per the terms herein after contained.
2. The quoted charges of ₹ _____ /-(Rupees ----- only) plus taxes as applicable per month covering the cost of manpower deployed, material and machinery/equipment used, for efficient rendering of services shall be payable on monthly basis subject to submission of invoice. The payment there on will be made after the same is duly certified by the NLIU's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/taxes,etc.
3. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Agency shall, upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the Scope of Work and Services.
4. The NLIU shall pay the Agency the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.
5. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
6. The specifications, agreement and documents mentioned herein shall form the basis



of this Contract.

7. The NLIU reserves to itself the right of altering the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of the Contract, without prejudice to this contract.
8. Time shall be considered as the essence of this Contract and the Agency hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said Conditions.
9. All payments by the NLIU under this Contract will be made only at NLIU, Bhopal.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Bhopal and the same will have to be settled through arbitration and only courts in Bhopal shall have jurisdiction to determine the same.
11. That the several parts of this Contract have been read by the Agency and fully understood by the Agency.

Agency Signature seal Address	Authorized Signatory of NLIU Designation & Address
Witness Signature Name and Address	Witness Signature Name and Address



Minimum number of students during the semester or during summer/winter breaks•

Minimum number of combined students in all hostels during the semester i.e, (July to November) and (January to April)	Minimum number of combined students in all hostels during the Summer/Winter break i.e, (December) and (May, June, July)
Old Boys' Hostel : 150	Old Boys' Hostel : 150
New Boys' Hostel : 150	New Boys' Hostel : 150
Old Girls' Hostel : 150	Old Girls' Hostel : 150
New Girls' Hostel : 150	New Girls' Hostel : 150

IMPORTANT NOTE:

1. These numbers are liable to change. Any student can choose not to register for mess facility permanently, in such a case, the student may continue eating by paying for individual meal on normal per day cost that is applicable for other students.
2. The tenderer shall quote rates on- 'per student per day Basis' which includes serving of Two Special Feasts to students in a month. The food shall be served per day as per the menu decided by the University. The rates of food and services shall be inclusive of all taxes, service charges. Further, other types of Taxes and Service Charges shall not be paid separately to the Mess Contractor.
3. The contractor shall have 1 care Taker In Each Dining hall (total 4 Dining hall of NLIU) to look after cleanliness of Utensil, tables – chairs, general hygiene, Quality of food and other related matter.
4. The contractor shall have minimum 15 employee for each mess which includes one in boy's Hostel and one in the girl's hostel
5. There shall be one supervisor in each mess and one caretaker in each dining hall (Old /New Boys and Old / New Girls Dinning Hall).
6. The contractor shall use Fresh Burnes for each mess –
02 Chapati Burner, 01 Dosa Burner, 01 Nonveg Burner, 01 Big Omelet Pan to be used separately, 02 Kneading Machines per mess and 02 – eighth Slot Toaster - Per Dining hall
7. Veg & Nonveg Utensils shall be used separately for cooking and dining.

Bifurcated cost for individual meals to be decided in consultation with the Mess Committee / University Administration.



BRANDS OF CONSUMABLES PERMISSIBLE

Mess Item	Brand
Salt	Tata, Annapurna, Nature fresh
Spices	M.D.H. Masala, Catch, Everest, Mothers, Laxmi food and Spices (Parab)
Chicken	Fresh & Poultry Meat
Ketchup	Maggi, Kissan, Heinz, Del Monte
Oil (Sunflower)	Sundrop, Godrej, Saffola, Fortune, Dhara use of Hydrogenated (vanaspati) oil is strictly prohibited)
Pickle	Mother's, Priya, Tops, Nilon's
Atta	Ashirvad, Pillsbury, Annapurna
Instant Noodles	Maggi, Top Ramen, Yipee
Flavoured drinks	Rasna, Roohafza, Mapro
Papad	Lijjat
Butter	Amul, Mother dairy, Govardhan, Shivamrut
Bread	Modern, Kwaliti, Wibs
Cornflakes	Kellogg's
Chocos	Kellogg's
Jam	Kisan, Mapro, Druk, Maggi
Ghee	Amul, Mother Dairy, Britannia, Gits, Everyday, Shivamrut
Shrikhand	Amul, Shivamrut
Frozen yogurt	Mother dairy
Cow Milk (Half Cream/non-toned)	Amul, Mother Dairy, Govardhan, Shivamrut, Gokarna
Paneer	Amul, Mother Dairy, Shivamrut
Tea	Brooke bond, Lipton, Tata, Taaza
Coffee	Nescafe, Bru
Ice Cream	Amul, Mother Dairy, Kwaliti, Natural's, Havmor
Soya	Nutrela
Frozen Peas	Safal (offseason), Al kabeer
Cheese	Amul, Mother Dairy, Britannia
Kolum Rice	Royal, Donur
Basmati Rice for special rice	Every day, Daawat Devaaya,
Custard Powder	Brown Polson
Handwash	Lifebuoy (non-diluted)
All non-branded	As decided by the mess committee

Caterer may use any other FPO/FSSAI approved brands only if permitted by Mess Committee / University Administration, in writing. The quality of the ingredients used in preparation of the eatables and beverages etc., shall be of 'Agmark' or its equivalent brand.



TENDER/CONDITIONS ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:-----

To
The Registrar
National Law Institute University,
Kerwa Dam Road,
Bhopal-462044, M. P.

Subject: Acceptance of Terms & Conditions of
Tender.

Tender Name: NLIU Students' Mess for around 600 students

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the NLIU website- www.nliu.ac.in as per your advertisement, given in the above mentioned website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official

Seal)



CERTIFICATE OF ETHICAL PRACTICES

(This document shall be duly signed by the tenderer and to be attached with Technical Bid)

1. I/We assure the NLIU, Bhopal that neither I/We nor any of my /our workers will do any act/s, which are improper / illegal during the execution of the contract awarded to us.
2. Neither I/We nor anybody on my/our behalf will indulge in any corrupt activities /practices in my/our dealing with the organization/institution.
3. I/We will have no conflict of interest in any of our work/contract at the institution.
4. We will keep the messes and its surroundings hygienic, neat & clean.

Place :-----

Date :-----

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



SAMPLE MENU FOR BOYS & GIRLS HOSTEL MESSAGES

D a y	Breakfast [0730-0930]	Lunch [1315-1515]	Snacks [1700-1800]	Dinner [2000-2200]
M o n d a y	Omelette, Aloo Paratha, Dahi, Sprouts, Banana, Bread, Butter, Jam, Corn Flakes, Tea, Milk, Peanut Butter	Gobi Matar, Tuar Dal, Kadhi, Rice, Roti, Fried Papad, Salad, Achaar, Fried Mirch, Lassi, Fryums	Samosa, Ketchup, Jaljeera, Dhaniya Chutney, Meethi Chutney, Milk, Tea, Bread, Butter, Jam	Egg Curry, Paneer Bhurji, Tuar Dal, Roti, Parantha, Jeera Rice, Salad, Achaar, Gulab Jamun, fried papad, fruit, curd, pickle
T u e s d a y	Boiled Egg, Vada Sambhar, Nariyal Chutney, Sprouts, Seasonal Fruit, Bread, Butter, Jam, Corn Flakes, Tea, Milk, Peanut Butter	Malai Kofta, Urad Chana Dal, Aloo Bhindi, Rice, Boondi Raita, Roti, Finger Fryums, Salad, Achaar, Fried Mirch, Chaas, Fried Papad	Pav Bhaji, Mango Tang, Milk, Tea, Bread, Butter, Jam, Pyaaz, Nimbu	Dal Bafle, Hari Chatni, Aloo Chokha, Roti, Rice, Salad, Achaar, Strawberry Ice Cream, Roasted Papad, fruit, raita, pickle, salad
W e d n e s d a y	Omelette, Aloo Pyaz ki Sabzi, and Puri, Sprouts, Seasonal Fruit, Bread, Butter, Jam, Kelloggs Chocos, Tea, Milk, Peanut Butter	(Soya chunks with Aloo) or (Sev Tamatar) [Alternate Weekly], Mix Veg, Chana Masala Dal, Rice, Dahi, Roti, Fryums, Salad, Achaar, Fried Mirch, Nimbu Paani, Fried Papad	Aloo Patty or Paneer Patty [Alternate Weekly], Nimbu Pani, Milk, Tea, Bread, Butter, Jam	Butter Chicken (Boneless), Pudina Raita, Paneer do Pyaza, Veg Pulao, Roti, Salad, Achaar, Moong Dal ka Halwa, Roasted papad, fruit, curd, pickle, salad
T h u r s d a y	Boiled Egg, Idli Sambar, Banana, Sprouts, Bread, Butter, Jam, Corn Flakes, Tea, Milk, Peanut Butter	Rajma, Matar Patta Gobi, Moong Dal, Rice, Boondi Raita, Roti, Finger Fryums, Salad, Achaar, Fried Mirch, Lassi, Roasted Papad	Manchurian Fried Rice, Aam Panna, Milk, Tea, Bread, Butter, Jam	Aloo Matar (Curry), Mix Veg, Jeera Rice, Tadka Dal, Roti, Puri, Salad, Achaar, Butterscotch Ice Cream, Fried papad, fruit, curd, shrikhand, salad
F r i d a y	Omelette, Veg Mix Paratha, Tamatar Chatni, Sprouts, Seasonal Fruit, Bread, Butter, Jam, Corn Flakes, Tea, Milk, Peanut Butter	Veg Kofta, Aloo Palak, Dal Makhni, Rice, Chaas, Roti, Fryums, Salad, Achaar, Fried Mirch, Jaljeera, Fried Papad	(Dhokla and Green Chutney) / (Padpi Chaat) [Alternate Weekly], Jaljeera, Pudina Chutney, Milk, Tea, Bread, Butter, Jam	Mutton roghan josh, Kadhai Paneer, Tuar Dal, Mixed Pulao, rice, Papad, Roti, Salad, Achaar, Shahi Tukda, fried papad, fruit, nimbu soda, pickle, pudina raita, salad
S a t u r d a y	Boiled Egg, Poha Jalebi, Banana, Sprouts, Bread, Butter, Jam, Kelloggs Chocos, Tea, Milk, Peanut Butter	Chana Masala, Fried Jeera Aloo, Khadi Masoor Dal, Rice, Kheera Raita, Roti, Finger Fryums, Salad, Achaar, Fried Mirch, Nimbu Paani, Roasted Papad	(Bhel) or (Fried Idli and Nariyal Chutney) [Alternate Weekly], Nimbu Pani, Milk, Tea, Bread, Butter, Jam	Dum Aloo White Gravy, Matar Masala, Roti, Moong Dal Chilka, Salad, Rice, Achaar, (Rabdi Jalebi) / (Balushahi) [Alternate Weekly], fried papad, fruit, jaljeera, pickle, curd, salad
S u n d a y	Omelette, (Moong Dal Cheela, Hari Chatni, Meethi Chatni) or (Dosa, Sambhar, Chutney) [Alternate Weekly], Seasonal Fruit, Sprouts, Bread, Butter, Jam, Kelloggs Chocos, Tea, Milk, Peanut Butter	Chole Bhature, Tuar Dal, Matar Pulao, Boondi Raita, Roti, Wheel Fryums, Salad, Achaar, Fried Mirch, Lassi, Fried Papad	Aloo Sandwich or Dabeli [Alternate Weekly], Mango Tang, Milk, Tea, Bread, Butter, Jam.	Chilli Chicken, Chilli Paneer, Tuar Dal, Fried Rice White, Garlic Noodles, Roti, Salad, Achaar, Chocolate Chip Ice Cream, fried papad, Fruit, nimbu paani, pickle, raita, salad

*The quality of the ingredients used in preparation of the eatable and beverages etc shall be of 'Agmark' or is brand.

*Fried Mirch, Salad and Achaar to be served every day for Lunch; Salad and Achaar to be served every day for dinner

* Milk, Tea and coffee sachets to be served every day for breakfast and snacks.



NATIONAL LAW INSTITUTE UNIVERSITY

Kerwa Dam Road, Bhopal-462044 Email: nliu@nliu.ac.in

PRICE BID

FOR

Tender for providing Mess Services in the Hostel Mess for the Girls and Boys

Hostel at

National Law Institute University, Kerwa Dam Road, Bhopal (M.P) – 462044



Price Schedule			
Tender No.: NLIU/ MESS/NIT/APRIL-01			
(For Price Bid Evaluation)			
Name of Party:			
Sr. No	Description	Rate to be quoted by bidder for one day as per the sample menu list attached as Annexure "A" (In Figure)	Rate to be quoted by bidder for one day as per the sample menu list attached as Annexure "A" (In Words)
1	Catering Charges per day per person (Morning Tea, BreakFast, Lunch, Evening Tea & Snack Dinner etc.)		
	GST / Tax / Duties (%age)		
	TDS on GST (%age)		
Note:- We have read and agreed to: 1. Terms and conditions pertaining to mess tendering contract. 2. Rules pertaining to daily functioning of the mess. 3. Penalties for violation of rules, terms and conditions.			
Place:			
Date:			
Important Instruction: Rates are to be filled by the bidder for the optional items in Annexure "B" and Annexure "C". However the cost will be not be used for the financial evaluation purpose.			



Price Schedule for Optional Items List Annexure "B"

Tender No.: NLIU/MESS/NIT/APRIL-01

These rate are not to be used for evaluation purpose.

Sr. No	Description	Rate (In Figure)	Rate (In words)
1	Milk(200 ml)		
2	Milk with Bournvita(200 ml + 15 gram Bournvita)		
3	Milk with Chocos(200 ml + 30 gram Chocos)		
4	Egg Bhurji (150 grams/1 bowl)		
5	Omlette,Full Fry,Half Fry(made with 2 eggs)		
6	Boiled Eggs		
7	Egg Curry Masala(2 Eggs + adequate Curry)		
8	Fish fry(225-250 gram)		
9	Chicken Masala(225-250 gram)		
10	Chicken Tikka Masala(225-250 gram)		
11	Chicken Lollypop(4 pieces)		
12	Chicken sukha(225-250 gram)		
13	Chicken Biryani(3 pieces + Adequate rice)		
14	Paneer Chilly(225-250 gram)		
15	Paneer 65(225 -250 gram)		
16	Paneer Biryani(5 pieces + Adequate rice)		
17	Aam Ras (200 ml)		
18	Other Chicken items(225-250 gram)		

Note: The quality of the ingredients used in the preparation of the eatable and beverages etc shall be of 'Agmark' or is brand.

Price Schedule for Optional Items List Annexure "C"

Tender No.: NLIU/MESS/NIT/APRIL-01

These rate are not to be used for evaluation purpose.

Sr. No	Description	Rate (In Figure)	Rate (In words)
1	TEA SERVICE TEA COFFEE TEA & COOKIES 2 VARIETY		
2	HIGH TEA TEA/COFFEE COOKIES 2 TYPES SANDWICH & WAFFERS ONE SNACK SWEET		
3	VVIP HIGH TEA SALTED DRY FRUITS SANDWICH & WAFFERS SNACK 2 TYPES SWEET TEA(VARIETY) + COFFEE		
4	REGULAR BREAKFAST (HOSTEL VARIETY) NORTH/SOUTH INDIAN DISH FRUIT 1 PCS TEA & COFFEE		
5	BREAKFAST SPECIAL NORTH AND SOUTH INDIAN DISH BOILED EGG + OMLETE MILK, CORN FLAKES BREAD ,BUTTER, JAM FRUIT 2 PCS TEA, COFFEE		
6	EXECUTIVE LUNCH/DINNER SOUP VEG STARTER PANNER AND CHICKEN DISH RAITA/CURD(ANY ONE) DAL SEASONAL VEG PLAIN/ZEERA RICE PLAIN/BUTTER CHAPATI ONE SWEET + ICE CREAM ACHAAR, SALAD, PAPAD		
7	VVIP LUNCH/DINNER SOUP 2 VARIETY WITH DINNER ROLLS VEG AND NON- VEG STARTER PANNER AND CHICKEN DISH RAITA + CURD (BOTH) DAL TWO VARIETY SEASONAL VEG TWO VARIETY PLAIN/ZEERA RICE BOTH PLAIN/BUTTER CHAPATI ALL VARIETY(04) ONE SWEET + ICE CREAM + HALUA ACHAAR, SALAD, PAPAD		
8	FRUIT BASKET + DRY FRUITS (TWO VARIETY)		
9	MINERAL WATER(300 ML/500 ML/1 LTR)		
10	PACKED COLD DRINK/JUICES/SHAKES		
11	NARIYAL PANI		
12	TEA/COFFEE + WAFERS+ TWO VARIETY OF COOKIES + SANDWITCH		
13A	FOR REPUBLIC/INDEPENDENCE DAY TWO LADDOO		
13B	ONE KACHORI		
13C	ONE TEA		



GUEST HOUSE SERVICES		
1	BREAKFAST	
2	LUNCH	
3	EVENING SNACK	
4	DINNER	
5	ADDITIONAL ITEMS MILK SHAKE (TETRA PACK) FRESH JUICE COCONUT WATER MUTTON (ONCE IN A WEEK)	
6	MINERAL WATER(300 ML/500 ML/1 LTR)	

