

**HOSTEL MANAGEMENT COMMITTEE
CENTRAL UNIVERSITY OF HARYANA
MAHENDERGARH- 123031 (HARYANA)**

TENDER NOTICE No. / Hostel / 302


Dated: 04/06/2024

**NOTICE INVITING TENDER FOR RUNNING DINING FACILITIES AT
SEVEN OF ITS HOSTEL AT CUH, MAHENDERGARGH**

The Central University of Haryana proposes to outsource the catering services in mess facilities in Seven of its hostel's starting from 15th, July 2024 for the academic session 2024-25. It is proposed to engage professional caterers to provide catering services to the residents of the hostels. Details of the catering services are provided in the tender document. On behalf of HOSTEL MANAGEMENT COMMITTEE, sealed tenders are invited from financially sound professional caterers with the experience of running multi-cuisine food services in reputed govt./pvt institutions (Universities/Central Universities/NITs/IITs). The firm should have an experience of at least 3 years in providing catering services to more than 300 students. The tenderer must be a professional caterer. The only service providers will not be accepted.

Copy of complete Tender document and details can be obtained from the office of Provost, Hostel Management Committee, Room No. 234, New Academic Block-3 of CENTRAL UNIVERSITY OF HARYANA, MAHENDERGARH-123031 HARYANA, (Phone: 8946947671, e-mail: provostb@cuh.ac.in either personally or by post or by e-mail or may be downloaded from the University web site: www.cuh.ac.in

The cost of tender document is Rs. 2000/- (Non Refundable). In case tender document is downloaded, the cost of tender document is to be submitted with the tender in the form of demand draft drawn in favor of Registrar, Central University of Haryana, and Mahendergarh-123031. Sealed Tender must reach the office Provost, Hostel Management Committee, Room No. 234, New Academic Block-3 of CENTRAL UNIVERSITY OF HARYANA, MAHENDERGARH-123031 HARYANA, latest by 02, July 2024 upto 11:00 A.M.



**PROVOST
HOSTEL MANAGEMENT COMMITTEE
CENTRAL UNIVERSITY OF HARYANA
MAHENDERGARGH-123031**

**HOSTEL MANAGEMENT COMMITTEE
CENTRAL UNIVERSITY OF HARYANA
MAHENDERGARH- 123031 HARYANA**

TENDER DOCUMENT

**TERMS, CONDITIONS & SPECIFICATIONS FOR OUTSOURCING OF THE
SEVEN MESS FACILITIES
CENTRAL UNIVERSITY OF HARYANA, MAHENDERGARH-123031**

ARTICLE - I

DEFINITION OF TERMS:

- 1.1 Mess facility shall mean the boys' and girls' students mess facility of Central University of Haryana
- 1.2 The 'CATERER' shall mean the person or persons, firm or company or corporation, or consortia of firms or companies or corporations whose bid has been accepted by the Hostel Management Committee of Hostel (HMC), CUH and includes the Caterers his legal representatives, his successors and permitted assignees.
- 1.3 The 'Quotation' shall mean the proposal/offer along with supporting documents, submitted by the Bidder for consideration of HMC, CUH Mahendergarh
- 1.4 Free Messing shall mean students (boys) can join/leave any mess with permission from respective warden. A student can leave a mess by notifying its manager in writing after taking approval from Warden and join a new one. For joining a new mess one needs approval of corresponding warden and notification to manager/supervisor. Warden of the mess at which student is willing to join will verify necessary approval from last mess. Both these formal leaving and registration process needs to be completed before 26th of preceding month for smooth functioning. Students are allowed to exercise this facility only twice in a semester. If a student is doing no effort or partial effort for the free messing he/she is supposed to take food in the mess where he/she resides.

ARTICLE – II

TECHNICAL DETAILS

2.1 Description of Mess facilities

The Mess facilities are situated inside the campus of the University.

The catering services are required for the following hostels:-

- Janaki Ammal Girls hostel
- APJ Abdul Kalam Girls hostel
- Asima Chatterjee Girls hostel
- Kalpana Chawla Girls hostel
- S N Bose Boys hostel
- S. Ramanujan Boys hostel
- Homi J. Bhabha Boys hostel

2.2 Scope of Work- Catering

To provide Lunch and Dinner to the students of above seven hostels in a hygienic way. The number of students may vary due to free messing option The scope of work covered by the contract is broadly but not extensively described as given below:-

- i) Cooking and serving meals – Lunch and Dinner.
- ii) Procurement of raw material as per specification decided by HMC & CUH authorities.
- iii) Managing and controls of stock and inventories including kitchen equipment.
- iv) The contractor will render at the end of every month/quarterly an account of all items like kitchen equipment, utensils, cutlery, crockery, furniture, fittings etc given to contractor. Committee will have the right to inspect & check such kitchen equipment etc at any time.
- v) Cleaning of utensils, kitchen and service items.
- vi) Cleaning of cooking, dinning and auxiliary areas.
- vii) Quarterly reconciliation of equipments to be done.
- viii) AMC and maintenance of all the equipment will be the responsibility of caterer. Charges has to be borne by the caterer.
- ix) Deployment and supervision of required manpower for above mentioned.
- x) Check list as prescribed by FSSAI for routine inspection (Catering/Food/Service & Establishment)
- xi) All material brought by the contractor to the work site shall have to be declared at the security gate and not material shall be allowed to be taken out from the premises without proper approval.

ARTICLE – III

SUBMISSION OF BIDS

- 3.1 Bidders shall submit their offer in two sealed covers containing technical bid and financial bid separately subscribing on top of it as technical bid and financial bid respectively as per enclosed format before or on the due date of opening of bids. Late bids will be rejected.
- 3.2 Bidders shall submit tender document fee of Rs. 2000/- (non-refundable) in the form of bank draft in favour of **Registrar, Central University of Haryana, Mahendergarh** payable at Mahendergarh along with the bids in case the tender document is downloaded from University Website or obtained through electronic means.
- 3.3 The Earnest money (EMD) @ Rs. 2 Lakh will be deposited along with Technical Bid in favour of Central University of Haryana.

- 3.4 Technical bid shall be opened on 02, July 2024 at 11:00 AM.
- 3.5 The offer shall be valid for 1 months from the date of opening of technical bids.
- 3.6 The vendor would also be required to run the 24*7 canteen respective hostel on the Additional Payment of rent of Rs.7000/-per month for the same. With additional electricity as per consumption.

Criteria for technical bid of hostel tender:

1. The firm should have an experience of at least 3 years in providing catering services to more than 300 students in Central Universities/IITs/NITs/reputed institutions.
2. The tenderer must be a professional caterer, only service providers will not be accepted.
3. The firm should attach the satisfactory report duly signed by the competent authority from the previous institution.
4. Firm should have proper license approved by the government.
5. The firm should provide the detail of all the employees in advance who will work in the mess.

Acceptances and Rejection:

- i. The tender committee and University authority reserve the right to shortlist/reject any or all tenders and accepts the whole or any part of a tender without assigning any reason.

Part – A: Technical Bid Form

TENDER FOR RUNNING THE CATERING FACILITIES AT CUH MAHENDERGARH

**FORMAT FOR SUBMITTING THE TECHNICAL BID FOR PROVIDING
CATERING SERVICES IN THE HOSTELS OF CENTRAL UNIVERSITY OF
HARYANA, MAHENDERGARH 123031**

Minimum Requirement

The firm should have an experience of at least 3 years in catering students' messes. The tenderer must be the caterer. Tenders from only service provider will not be accepted.

Please supply the following information along with documentary evidence, ONLY in this format (each page of this tender document should be signed by the authorized representative of the agency along with the seal of the firm). However, if the space provided for any entry is insufficient, additional sheets may be appended. The number of appended sheets may be mentioned on the main page.

Name of the hostel for which the technical bid is being applied:

1. Name of the registered Agency :

2. (a) Postal Address :
Name of the contact person

Telephone No. of the Agency :
(Land line and mobile)

Email address of the Agency :

Website address (if any) :

(c) Name, Designation and address of the person(s) authorized to sign on behalf of and responsible to the bidding agency (herein after referred to as the bidder).

(d) Sample Signatures of the authorized representative

Signature

3. (a) Location of the Headquarter :

b) Date of Company Incorporation :

c) Date of its Establishment :

d) Total experience (in years) in providing catering services :

4. (a) ESI Registration No. :
 (b) EPF Code No. :
 (c) GST NO :
 (d) Income Tax Account No. (PAN) :
 (e) Is the Agency ISO Certified? If Yes, give details :
 (f) FSSAI No. & Validity :

5. (a) Profile and detailed Set-up of the Agency : (Attach also the brochure, booklet etc. of the company, if available.)

6. Financial Turnover of the Agency for the past three years:
 (as assessed by the ITO or Govt. approved Auditors)

Year	Amount (in Lakhs)

7. Give the details of at least two major contracts of catering services handled by the Agency (currently in hand or handled in the recent past) along with a complete list of all the contracts handled so far, in the following format (documentary evidence of major contracts must be annexed) along with the performance certificate if available.

Sl. No.	Client details with Name, address, Tel., Fax, e-mail	Contract Amount (in lacs/year)	Duration of Contract (Dates)	No. of Students Served	Total Man Power deployed

8. The following documents should be provided with the tender documents (Technical bids).

- a. Proof of experience and name of IIT/NIT/Universities/central Universities worked performance report.
- b. GST Number.
- c. Income Tax Clearance Certificate (last 3 years).
- d. Bank solvency certificate.
- e. Food outlet, food license labour license & catering license.
- f. Municipal license, shop & establishment registration, municipal certificate/license.
- g. FSSAI license.
- h. Self-declaration on the letterhead of the bidder(s) that it has never been involved in any legal activity or financial frauds.

- i. Self-declaration that no contract has been terminated for the caterer in past due to unsatisfactory performance.
 - j. The undertaking has to be submitted by the caterer that the firm is not black listed by any organization during the last three years.
9. Please intimate if you have any recovery/outstanding or case of E.S.I., E.P.F. against your firm? Yes/No. Technical bids should be submitted along with the certificate of registration of E.P.F. and E.S.I.
10. No. of Food courts/ Dining facilities Run in Academic Institutions (provide all supporting documents) _____ :
11. Whether Quality Certification obtained for any of the Food Courts/ Dining Facilities (provide supporting documents) _____ :
12. No. of Employees for individual setup (No 3rd party employee engagement): _____
13. Details of Earnest Money enclosed: Yes/No

Demand Draft No.dated for Rs.....

14. Any other information (current / past) in support of your professional capabilities to be supported with documentary evidence.

15. I _____ (designation) _____ of (name of the Agency) _____ hereby declare that the information provided in this bid is correct to the best of my knowledge and I shall remain responsible for any wrong information or misrepresentation of facts, if any.

SIGNATURE OF BIDDER _____

NAME OF BIDDER _____

DESIGNATION/SEAL OF THE BIDDER _____

DATE: ADDRESS _____

PLACE: _____

- Note: -
- 1) All the pages and appendices attached should be numbered and signed by the bidder.
 - 2) All entries in this form should be duly filled in. No cutting or overwriting is permitted. All the cuttings or overwriting must be initialed by the bidder and the same must be countersigned by the bid opening authority at the time of opening of the bid only.

Check List for documents attached

Please ensure that you have enclosed the following before submitting the tender:

Sl. No.	Detail of document attached	Proof attached (Yes/No)	
		Yes	No
1	Separate envelope consisting the tender document fee receipt/DD and DD for EMD/ as specified for each item separately)		
2	Technical Bid Documents in a separate sealed envelope		
3	Tender document fee		
4	Earnest Money		
5	Proof of date of company in corporation		
6	Date of its establishment		
7	Experience (in years) in providing catering services		
8	ESI Registration Number		
9	EPF Code Number:		
10	GST Number		
11	Photocopy of PAN		
12	ISO:9001 certificate		
13	Proof of financial turnover of the agency for the past three years (certificate from the C.A. and balance sheet for the last three years duly certified by the C.A.		
14	Detail of at least three major contracts of catering services handled by the agency with documentary evidence along with the performance certificate		
15	Sales Tax/Trade Tax Registration Number		
16	Income Tax Clearance Certificate (Last 3 years)		
17	Bank Solvency Certificate		
18	Municipal license, shop & establishment registration, municipal certificate/license		
19	/FSSAI certificate		
20	Self-declaration on the letterhead of the bidder(s) that it has never been involved in any legal activity or financial frauds.		
21	Self-declaration that no contract has been terminated for the caterer in past due to unsatisfactory performance.		
22	Self-declaration that the firm have any recovery/outstanding or case of E.S.I., E.P.F.? (Yes/No?		
23	Supporting documents for number of food courts/dining facilities run in academic institutions		
24	Proof of quality certification obtained for any of the food courts/dining facilities		
25	Proof of number of employees for individual setup (No 3 rd party employee engagement)		
26	Any other information (current/past) in support of professional capabilities to be supported with documentary evidence.		
27	Undertaking of annual financial turnover		

Part – B: Financial Bid Form

**TENDER FOR RUNNING THE CATERING FACILITY AT CUH,
MAHENDERGARH**

**FORMAT FOR SUBMITTING THE FINANCIAL BID FOR PROVIDING
CATERING SERVICES IN HOSTELS OF CUH, MAHENDERGARH-123031**

The job of CATERING services is intended to be given to an established and reputed Catering Providing Agency. The bid is required to be submitted in this format only.

- Name of the Hostel** :
1. Name of the Agency :
 2. (a) Postal Address :
 - Telephone No(s) :
 - Email address :
 - (b) Name of Contact persons(s) with address :
 - Name and Address :
 - Telephone No(s) :
 - Email :
 - Mobile No. :
 3. Address of the Headquarters
 4. Name, Designation and contact address with telephone no. of the person authorized to sign on behalf of and responsible to the Bidding agency
 5. Sample Signatures of the bidder.

Signature

6. Staff Ratio to be engaged: 20 Students: 1 Staff (Manager, accountant & storekeeper will not be counted as service staff)

An overall ratio of 1 staff per 20 residents should be maintained, out of which a minimum of four cooks and six bearers per 300 residents should be utilized in mess facilities. Rest staff may be appropriately used.

Service Staff ratio to be engaged: _____: _____
(except manager, accountant & storekeeper)

Notes

1. The contract will be awarded for one year and may be extended as recommended by HMC if the services provided by the Agency are found to be satisfactory by the Warden/Assistant Warden of the respective hostels. For the extended period same rates and conditions shall apply. However, increase, if any, in the minimum wages as revised by Central Govt. may be considered by the University, on production of documentary proof by the Agency.
2. No escalation in rate would be entertained for a period of 1 year.

SIGNATURE OF THE BIDDER

DATE : _____

NAME OF THE BIDDER

PLACE : _____

DESIGNATIO _____

—
OFFICIAL SEAL OF THE BIDDER

UNDERTAKING OF ANNUAL FINANCIAL TURNOVER

Member Secretary
Hostel Management Committee
Central University of Haryana, Mahendergarh
Mahendergarh - 123031(HR)

1. This is to certify that the annual turnovers of our company/agency named as.....during last three financial years are as:

Year	Amount (in lakhs)
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2. Certificates of the annual turnover of the said company/agency from Income Tax Officer/Govt. approved Auditors, are attached herewith.
3. The copies of balance-sheet for the above years are attached with this undertaking.

Managing Director/ Head of the Company/ Agency
(Stamp Seal)

TERMS AND CONDITIONS:

1. The mess caterer shall have to serve lunch and dinner as per **menu (similar to sample but not limited to) prepared by HMC** in consultance with Warden/Assistant warden of the respective hostel.
2. Menu shall be decided in consultation with Warden/Assistant warden of the respective hostel.
3. Breakfast will be provided by the vendor in respective canteen.
4. Each student will deposit a security money of Rs.1500/- with the vendor, the same shall be refunded at the time of No dues.
5. A non-transferable mess card will be issued to each resident by the respective vendor.
6. Eggs shall be served by the caterer as per menu.
7. Caterer need to display regular mess bill on the notice board before sending a copy to HMC every month.
8. Caterer has to obtain all licenses **in the name of the mess** from the relevant authorities, which are necessary for providing catering (food) services for complete tenure & ensure the validity of each license. **A valid food safety license needs to be always there with the caterer in the name of the mess.**
9. HMC administration shall provide the following facilities to the caterer:
 - a. Covered area including furnished dining hall and equipped kitchen as available in the mess.
 - b. Cutlery/ crockery for serving lunch & dinner shall be provided one time as available presently in the mess.
 - c. Furniture presently available in the mess as is where is.
 - d. Fuel gas fixtures as available in the mess as is where is.
 - e. All cooking equipment as presently available in the mess shall be provided to the caterer as is where is.
 - f. AMC and maintenance of all the equipments will be the responsibility of caterer. Charges has to be borne by the caterer. **HMC will monitor the AMC and maintenance and time to time request caterer for repair.**
10. Any additional utensils and other items as required for cooking/serving etc. of the food shall be arranged by the caterer himself without additional cost.
11. The caterer and his staff shall not enter in any of the Hostel rooms/ restricted area of the University without prior permission from the competent authority.

12. Lunch and dinner shall be served only in the dining hall at scheduled timings to be fixed by the HMC/Hostel administration as per season. The duration for lunch and dinner shall be as follows.

Lunch	:-	2 hours (12:30 noon to 2:00 pm)
Dinner	:-	2 hours (7:30 pm to 9:00 pm)

13. Basic menu is unlimited, special items (**highlighted in bold in sample menu**) such as sweets and fruits are limited. Sweets and other processed items shall be prepared in the mess premises only.
14. Procurement of first quality provisions, vegetables, milk, LPG cooking fuel etc. will be the responsibility of the caterer and safety measures are to be provided by the caterer himself/themselves. Milk, Paneer & Ice-cream etc. shall be procured from /Authorized vendors/suppliers approved by HMC.
15. The Caterer shall use only branded raw material and best quality provisions for preparing the food. All items should bear FSSAI stamp and should comply to the Food Safety Act, 2006. Brands of products will be decided by the HMC . A quality control Supervisor along with the HMC will check all the materials brought to the mess and the cooking practices adopted by the caterer. **Cooking practice shall not be changed in any circumstances without consulting HMC. The caterer will use approved brands for each item. In the event of the quality and quantity of the food served being poor and/or inadequate, the Warden/Assistant warden of the respective hostel are free to impose monetary fine as deemed fit on the caterer including waving off the particular meals charges. Such imposed fines will be adjusted against the payments due to the caterer.**
16. The Caterer shall be solely responsible for the arrangements of fuel gas, and their safety. Only commercial LPG gas cylinders shall be used by the caterer.
17. The Caterer shall provide Lunch & Dinner as per **menu (similar to sample provided in annexure) prepared by HMC**. The cost includes man power, fuel cost, procurement of rice & provisions and vegetables of good quality and others items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportations, storage at dining hall premises, statutory taxes including GST, duties and all other levies (existing and which may be imposed from time to time) for which no additional cost is payable or reimbursable by the HMC .
18. When circumstances warrant, the Caterer should cater to large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated.
19. Caterer will ensure proper uniform (including gloves and caps) for the mess staff i.e. waiters, cooks, masalchi and other utility workers. Failing to abide by this may lead to **monetary fine**.

20. All costs (men and materials) involved for providing the three meals (lunch and dinner) and occasional evening snacks have to be borne by the caterer. **The caterer shall display proper mess bill for each month for payment by students. A copy of bill will be sent to HMC office for information.**
21. The contract shall be for one academic session starting from **15, July 2024** or as decided by HMC.
22. The HMC/Hostel administration may at its discretion cancel this contract without giving any reason thereof.
23. HMC shall have the right to frame rules from time to time that it may deem fit. The caterer shall have to abide by these rules.
24. Caterer has to pay electricity charges for whole mess premises on actual consumption as per CUH Tariff and Rules. Flate rate of Rs. 1000/- for each mess towards water charges will be paid by caterer within ten days of issue of bill.
25. Performance bank guarantee of Rs. 2.0 (Two) Lakh from any nationalized bank in prescribed form, in favour of **Registrar, Central University of Haryana Mahendergarh** within 3 days from the date of letter of intent. It shall be the guarantee for the faithful and due performance of the contract by the caterer in accordance with the terms and conditions specified in this contract. The guarantee shall be in full force upto and including six months after the contract is over. The University shall have an unqualified option to invoke the same and claim the amount therein, if the caterer fails to honour any of his commitments under the contract and / or in respect of any amount due from caterer to the University. The guarantee amount shall be payable without demur on demand to the University and without any condition whatsoever. The performance guarantee shall be returned to the caterer without any interest 6 months after the expiry of the contract, subject to fulfillment of all contractual obligations by the caterer after endorsement by respective Hostel Warden and Assistant warden.
26. The premises of the mess will be used for the purpose for which this contract is made and not for any other purpose without the written permission of the Competent Authority. If found later, strict action will be taken against the caterer.
27. The Caterer will not be permitted to franchise the Hostel Mess for any other commercial activity. If found later strict action will be taken against the caterer.
28. No person with any offensive police record will be allowed to work in the Hostel Mess. **No child labour is allowed in the mess.**
29. Safety measures like fire, theft etc is to be provided by the Caterer himself/ themselves.

30. Any change like timing of operation, rate of items and any additional item to be included in the Mess will require the permission of the respective Hostel administration and HMC.
31. The Caterer will ensure and comply with the provisions of various municipal and other Rules / Regulations / Laws of the Government in respect of wages and other benefits to his employees.
32. This University shall not be the party in case any dispute takes place between the Caterer and his employees and third party for e.g. vendors.
33. However, the maximum number of days for rebate should not exceed to 10 days in a month except in special circumstances as approved by the Hostel Warden or Assistant warden.
34. Alternate sick/fast diet shall be provided by the caterer in lieu of normal menu. The menu for sick diet/fast diet will be decided by the mess committee.
35. Extra items, as decided by the mess committee and HMC need to be made available by the caterer. The rate will be decided by HMC in consultation with the vendor.
36. Meals Service to rooms is allowed only to sick students with prior approval of the Hostel authorities. For room service (including delivery and collection and utensils) appropriate workers must be appointed by Caterer.
37. Only residents of the Hostel and authorized guests will be allowed to take meal in the mess. Guest's charges will be as per HMC norms. This can be amended by HMC from time to time. Strict action (including financial penalty) will be taken against the caterer, if it found that unauthorized guests are being entertained for messing facility.
38. For each of the meals or extra items, it will be mandatory for the caterer to serve the items of a fixed weight / size at a price approved by the HMC.
39. All items will be cooked in the kitchen of the Hostel mess facility. No cooked item, except some snacks identified beforehand, will be brought from outside. Sweets and other processed items shall be prepared in the mess facilities only. No extra charges should be charged other than MRP.
40. On special occasions, the menu will be identified by the vendor in consultation with Hostel administration.
41. One Supervisor/Manager (Caterer's representative) will always be present in each hostel during lunch & dinner. It is desirable that the same supervisor continues at least for one semester. In case of any change, the Hostel authorities should be informed. Further the supervisor will ensure the quality & quantity of food, upkeep and **ambience** in the mess.

42. The caterer has to ensure hygiene within the cooking place, dining hall, wash room and the surroundings of mess and maintain the electrical appliances such as lights, fans, switches, exhaust fans, biometric system, Computer, sound system etc.
43. The caterer has to maintain the greenery in the mess premises.
44. The caterer has to ensure proper food quality in the mess to the satisfaction of the students and mess management. A suggestion book /complaint book should be duly signed and will be maintained in each mess facility which will be periodically reviewed by Hostel authority & HMC. **Supervisor/Manager has to respond all the complaints of the inmates (both in register and app) and resolve the issues to the satisfactory level as soon as possible.** In case the quality of meal is below acceptable standards, the Warden/Assistant warden/HMC may impose a fine. If the contract is terminated, the security money shall be forfeited. Further, caterer has to vacate the premises of Hostel and mess within three days of termination of the contract **after handing over all items as received at the beginning of contract period** or vacation of premises will be enforced or deemed fit. However, during this period, he should provide all cooperation to get the mess operated by another party chosen by the HMC.
45. If at any stage the involvement of the Caterer in any undesirable activity is found, inside or outside the premises of the University, which may bring disrepute to the University, the contract is liable to be terminated by the Competent Authority by giving one month's notice. In case Caterer wants to terminate the contract, he / she have to give minimum one month notice.
46. Maintenance and upkeep of kitchen and dining hall before and after each meal, dusting and cleaning of dining tables frequently during the **meals** shall be done by the mess staff. **It should be documented properly by the concerned staff & signed by the supervisor/manager. Time to time HMC will verify the record. If found any negligence in these issues, strict action will be taken by CUH/HMC authority.**
47. The Caterer shall provide sufficient consumable items such as towels/paper napkins/soap etc. as per requirement. **In no circumstances, dirty towels will be used in wash basin area or for the purpose of plate and spoon wiping.**
48. Caterer shall be responsible for the safe custody of the articles in the kitchen and dining hall and shall make good the loss at his own cost. The security and safety within mess premises shall be the responsibility of the caterer.
49. To provide required number of staff in various categories for catering and managing the kitchen, sufficient manpower for smooth functioning of the mess shall be provided by the caterer in consultation with the Warden/Assistant warden whose decision shall be final and binding.
50. The caterer shall employ only adult trained staff with good health and sound mind. He shall also nominate qualified and experienced manager / supervisor /cook for the mess. **Experience certificate for the head cook needs to be**

submitted in HMC at the beginning of the contract period. Roles and responsibilities of the staffs should be decided beforehand and frequent change of these will not be allowed.

51. The Caterer should ensure that all the employees are free from communicable diseases. Medical certificates to this effect should be made available for inspection by the authorities. Periodical medical checkup (semester wise) is compulsory and the responsibility of the caterer.
52. The caterer will get regular pest and rodent treatment done so as to maintain hygiene in the mess facilities (Inside & outside area).
53. The caterer will not sell any alcoholic beverages/cigarettes nor permit any person to bring it from outside for the purpose of drinking/smoking along with other food articles which may be sold. If found strict action will be taken against the caterer.
54. The caterer shall be responsible for all his employees in observing all security and safety regulations and instructions as may be issued by the University from time to time. Further, Police verification of all employees and its report should be submitted to the Hostel authorities within one month from the date of the award of contract. The copy of personal records of all employees should be made available to Hostel authorities with the commencement of the contract.
55. The caterer shall not appoint any sub-caterer for the work assigned to him. If found so contract shall be terminated immediately and security deposit will be forfeited.
56. The caterer's staff shall not be treated as the University staff for any purpose whatsoever. The caterer shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the assigned mess maintenance. The University shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the caterer is responsible under the law. However, if the University is forced to pay any cost of any nature on account of caterer's liabilities the said cost will be recovered from the dues or security amount payable to the caterer.
57. The caterer shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments, viz., Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations & Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The University shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any acts etc. The caterer shall maintain all records required to be maintained under the statutory enactment and HMC/Warden/Assistant warden shall be entitled to inspect all such records at any time.
58. The University shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor through claim from insurance

company. The contractor shall indemnify and keep the University indemnified against all such damages and compensation whatsoever in respect or in relation thereto.

59. The caterer shall employ at their own cost and expenses sufficient and competent staff as may be reasonably required for the fulfillment of the Licensee's obligations under the agreement and shall give their professional expert guidance and supervision to the work. The Licensee or his representative shall maintain liaison with the authorized Committee. If in the opinion of the Hostel Committee any staff or supervisor of Licensee is found unsuitable, the Licensee shall be liable to change the staff/supervisor forthwith.
60. The caterer shall be responsible for the discipline of his personnel and the University's Standing Orders shall be binding on the caterer and all his personnel.
61. The caterer will provide uniforms to his employees employed in the cafeteria at his own cost. The uniforms supplied by the caterer should be clean and in good conditions. Washing/Laundry charges will be borne by the Licensee. Uniforms will have to be approved by the Hostel Management Committee/ Hostel administration.
62. The employees of the caterer shall be in the employment of the caterer only and not the Licensor and the caterer shall be solely responsible for all acts of commission or omission of his employees and the caterer shall indemnify the Licensor any loss or damage which the Licensor may suffer due to any act of commission or omission of his employees. The caterer shall be solely responsible for the payment of wages of his employees.
63. The caterer shall ensure that the wages paid to his employees are not below the minimum wages as applicable from time to time and the Licensor shall not be liable to bear any part of the increase, if any, in the minimum wages during the terms of this contract.
64. The caterer agrees to cover all employees engaged by him under ESI as well as EPF as per Provisions of Acts and shall submit necessary records and return in proof of compliance of these statutory enactments. Licensee further agrees to defend, indemnify and hold the Licensor harmless from any liability or penalty which may be imposed by the Central, State, Local or other statutory authority for any alleged violation of labor enactments or other enactments, by the caterer.
65. In the event that the Licensor is required under law to remit or otherwise the Licensor remits the contributions of behalf of the Licensee to the concerned authorities under the ESI and EPF Acts and Rules, on a month to month basis or otherwise, then upon such remittance, the Licensor shall have the right to recover the amounts so remitted from the caterer.
66. The caterer shall have to mobilize his resources so as to commence the work within 10 days from the date of award of work.

67. The caterer shall at his own expense take workman's compensation insurance and he shall also obtain from his under-writer of such insurance a waiver of subrogation in favour of the University. The caterer 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 from the date of issue of letter of acceptance of bid.
69. The caterer shall be liable for the payment of Employees Provident Fund on contributory basis under P.F Act as per prevailing rates or as per rates, if revised during the period of contract. In addition to this, inspection/ administrative charges at existing rates shall be charged and needs to be deposited to the Regional Provident Fund Commissioner's Office, Mahendergarh under intimation to HMC.
70. If the caterer expires/or adjudicated as insolvent or suffers from a state of unsound mind or become incapable of running the mess for any reason in that event the license created by the Licensor shall stand terminated automatically.
71. Income Tax shall be deducted from all payments made to the caterer as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
72. The Licensor will not be responsible for the materials of the Licensee kept in the premises and it will be the responsibility of the caterer to keep watch on his materials and Licensor will not be responsible in any way for any loss or damage.
73. University shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance, an act of indiscipline by mess staff or violation of the terms & conditions of the contract whatsoever. A notice in writing from the University to caterer shall be issued giving 15(fifteen) days' time for such termination and vacation of the premises, without assigning any reason thereof. However, the termination of the contract shall not relieve the caterer of any of his obligations imposed by the contract with respect to the work performed prior to such termination.
74. All taxes, duties, levies etc., imposed by the State, Central Government and local bodies in connection with this contract in force at the time of submission of bids shall be borne by the caterer.
75. Price of coupons for extra items shall be decided in consultation with the Member Secretary, HMC and shall be in line with the rates existing in other hostels/ messes of the University. No item should be sold at price more than the MRP.
76. i. In the event of any dispute arising out of this Contract Agreement between the parties relating to this Contract Agreement, the dispute shall be referred to Sole Arbitrator, who shall be appointed by the Vice-Chancellor, Central University of Haryana, Mahendergarh. The Sole Arbitrator finally

resolved the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (Act no. 26 of 1996). The Arbitrator shall give reasoned and speaking award.

ii. The place of Arbitration Tribunal will be at CUH Mahendergarh and Language to be used in arbitration proceeding shall be English.

iii. All action will be subject to the jurisdiction at Mahendergarh and Punjab & Haryana High Court at Chandigarh only.

77. The Mess premise shall be in possession of the University and the caterer is only permitted to enter the premises to manage it. Whenever the contract is terminated or the contract is concluded and the University decides that the caterer should not be allowed to run the mess, the University shall be entitled to restrain the caterer from entering CUH Campus as well as mess premises.
78. Hostel Administration of respective Hostel, who will look after the whole supervision and monitor day to day activities in Hostel Mess.
79. The Caterer shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.
80. The caterer shall attend a monthly review meeting of the mess committee, failing which penalty will be imposed.
81. It will be the duty of the caterer to ensure the smooth functioning of all the equipment provided to him by the Hostel administration.
82. The Licensor reserve the right to terminate this agreement in any of the following events:
- i) If the service rendered by the caterer is found unsatisfactory;
 - ii) If the quality of raw material, prepared food is found poor; and
 - iii) If no hygiene is maintained by the caterer in and around the premises.
83. Non messing be allowed with rules:-
- A person can join the mess as per contract but will have to continue for at least one month (One billing cycle).
 - A person will have to continue messing till the end of the month if he wishes to end it.
 - the caterer will be informed about non-messing by the 25th of the preceding month.

Terms of Payment

- a. The mess Management will not provide any advance payment. Caterer shall display copy of the monthly mess bill on the notice board along with a list of students showing Enrolment No. (**considering free messing join/leave**), Name, Class and Branch in excel sheet at the end of each calendar month,

which shall be paid within by the students 10 days from the date of receipt of bills. After display a copy of bill will send to respective Hostel Warden/Assistant warden. The monthly bill of the caterer shall be accepted only if it is accompanied by the proof of following:

- b. Having paid due wages to all his workmen engaged on the job during the preceding month.
- c. Having deposited the contributions of EPF and ESI with the concerned authorities for the preceding month, as per the relevant statutes.
- d. Proof of payment of water charges and electricity bill.
- e. A satisfactory certificate from mess committee duly signed by respective Warden/ Provost.

Penalties for violation of rules, terms & conditions:

- a. For any event of unsatisfactory food quality, quantity and services, penalty shall be imposed equivalent to 1 (one) full day meal charges or as decided by HMC subject to a maximum of 10% (10 percent) of annual contract value during the full year. The decision of Hostel Committee shall be final and binding on the caterer.
- b. Employees of the caterer shall carry personal Identity Cards issued by the caterer at all times with maximum validity till the end of contract period. These ID cards shall be verified by the Security Officer/ Hostel administration.
- c. All Identity Cards / Gate passes if any issued by the University shall be surrendered to Security Section immediately after the expiry / termination of the contract. Final payment shall be settled only after submitting clearance from security section. Loss of cards shall be promptly reported to the Security Section.
- d. Non availability and **improper maintenance** of complaint/suggestion register may invoke a fine of Rs. 5,000/- on the caterer by the Hostel Committee. **Similar will be also applicable in case unattended complaints (up to satisfactory level of the student) found in the register/mobile app at the end of the day.**
- e. 10 or more complaints of unclean utensils in a day may lead to fine of Rs. 5,000/- on the caterer.
- f. Food poisoning shall invoke a hefty fine beyond the limit of fine mentioned above along with cancellation of contract and possible blacklisting of caterer. Legal action will be taken against the caterer. Legally he will be responsible.

- g. Notice period for termination will be 15 days. If contractor disobeys the rule made by Hostel Committee/HMC/CUH and repeatedly commits the same mistake, the contract shall be terminated immediately without any notice. Further contractor will be blacklisted.
- h. Caterer will not have any right to put the charges/blaming on any of CUH hostel mess committee as they are serving voluntarily to the CUH.

HMC authority has a right to reject any tender without assigning any reason.

SPECIAL CONDITIONS

- (a) The Licensee and his employees shall obtain medical certificate of physical fitness certificate from Registered Medical Practitioner. Also, when called upon by the Licensor subject themselves to medical examination by the Medical Officer of the University.
- (b) Licensee shall support the Licensor's (HMC, CUH Mahendergarh) cashless campus initiative if required and preferably use the electronic means/ online payment instruments to accept payment from its customers towards sale of goods and services to the students and residents in the CUH Mahendergarh Campus.
- (c) The Licensor shall retain the original agreement and the Licensee shall keep the duplicate of the agreement. The Licensee shall bear and pay all the costs, charges and expenses incidental to the preparation and execution of this Leave and License Agreement in duplicate.
- (d) The caterer should open bank account in PNB, CUH Mahendergarh for smooth transfer of payments & funds.
- (e) Any employee of caterer found under influence of alcohol, drugs or indulged in misbehavior would attract strict action/ heavy fine up to Rs. 5000/- one time.

DAY	LUNCH	DINNER
MONDAY	RICE, RAJMA, ROTI, LASSI, SALAD	RICE, Mix DAL, SEASONAL VEG., ROTI, SALAD, SWEET DISH
TUESDAY	RICE, Blank Chana , SEASONAL VEG., ROTI, SALAD, LASSI	RICE, Arhar DAL, PANEER, ROTI, SALAD
WEDNESDAY	VEG BIRIYANI, CHHOLE, MIX RAITA, ROTI	RICE, Masoor DAL, SEASONAL VEG., ROTI, SALAD, SWEET RICE KHEER
THURSDAY	RICE, KADI POKODA , ROTI, SALAD, ZEERA ALOO	RICE, Urad DAL, SEASONAL VEG., ROTI, SALAD
FRIDAY	RICE, Rajma, SEASONAL VEG., ROTI, SALAD	RICE, Chana DAL, PANEER, ROTI , SALAD
SATURDAY	RICE, White Chana, SEASONAL VEG., SALAD, LASSI	RICE, Moong Dal, SEASONAL VEG., ROTI, SALAD, SWEET SOOJI HALWA
SUNDAY	CHHOLE BHATURE, RICE, SALAD, LASSI	RICE, MIX DAL, SEASONAL VEG, ROTI, SALAD

NOTE: -

- RAITA – 200ML
- SWEET DISH - SINGLE SERVICE

PRICE @110 PER DAY AND PER HEAD for Boys (55+55)

PRICE @100PER DAY AND PER HEAD for Girls (50+50)

MENU FOR BREAKFAST

Sr. No.	NAME OF ITEMS	RATE (Rs.)
1.	Tea (80 ml)	10
2.	Hot coffee (80 ml)	10
3.	Cold Coffee (200 ml)	25
4.	Milk bottle	MRP
5.	Lassi/ Dahi (250 ml/250 g)	30
6.	Lassi (Namkin) Per Glass (200 ml)	28
7.	Lassi (Sweet) Per Glass (200 ml)	25
8.	Samosa (Namkeen) (1 pcs)	15
9.	Samosa (Sweet) (1 pcs)	15
10.	Bread Pakoda (1 pcs)	15
11.	Bread Omlet (2pcs bread & 01 egg)	20
12.	Boiled Egg (01 pcs)	10
13.	Half Fry (01 pcs)	15
14.	Bread Jam (04 pcs)	20
15.	Bread Butter (04 pcs)	20
16.	Sandwitch aalo (02 pcs)	25
17.	Plain Prantha (01 pcs)	15
18.	Aloo Prantha (01 pcs)	15
19.	Onion Prantha (01 pcs)	15
20.	Paneer Prantha (01 pcs)	25
21.	Gobhi Prantha (01 pcs)	15
22.	Methi/Palak Prantha (01 pcs)	15
23.	Poha (250 gm)	30

24.	Masala Dosa, Sambar (01 pcs)	25
25.	Idli Sambar (02 pcs)	35
26.	Upma (01 pcs)	35
27.	Uthapam (250 gm)	35
28.	Medu-Vada (02 pcs)	20
29.	Veg Daliya (250 gm)	35
30.	Aloo Puri (04 Puri)	35
31.	Pav Bhagi (02 pcs)	35
32.	Banana/Apple/Orange (01 Pcs)	As per market rate
33.	Maggi (per plate)	25
34.	Bread Roll (02 pcs)	35
35.	Kachodi with curry (02 pcs.)	40
36.	Spring Roll (Half & Full Plate)	30
37.	Matthi (01 pcs)	10
38.	Bundi Laddu (02 pcs.)	20
39.	Chhole Bhature (02 pcs)	35
40.	Chowmin (Veg.) (Half & Full Plate)	30/ 45
41.	Chili Patato (Half & Full Plate)	30/ 45
42.	Cold Drinks	MRP Rate
43.	Any other items (attach list)

Some more details:

- Sample menu is a guideline only. The quality and quantity can be increased only in case to case basis upon discussion with mess committee.
- Menu shall be prepared by mess committee in consultation with caterer on every Thursday night. Every Friday Caterer can check availability of all items for next week in local market and do necessary fine tuning after keeping mess committee in confidence. Every Saturday menu for next week needs to be displayed in mess notice board.
- Vegetable, fruit and daal may vary based on the availability of seasonal items. Mess committee will have full right to pick up the commensurate (given in menu above) choices from locally available options.
- Choices will be included by the mess committee in the menu. Caterer shall not have any obligation in that.
- Dahi: 150 gm in quantity per meal. In exchange of Dahi, Mess committee may opt for Thandai or Milk Roohafza (~200 gm). Dahi will be prepared in mess by an experienced cook and its quality will be checked by mess committee.
- Bold and italic items are only limited in quantity as specified. Other items are unlimited but can be served only to minimize wastage.
- Standard size of egg: 50 gm/piece.
- Vegetable and potato ratio need to be maintained at 80:20.
- At least one day in a week egg curry needs to be there as alternate of paneer item.
- Brand of raw materials (like Rice/Atta/Daal/Oil etc.) can be only changed after consultation with mess committee. If necessary, a small quantity of food need to be prepared for testing purpose of the committee.
- Every mess has a lactometer in custody. Caterer need to maintain milk test record “as received” and “as served” condition on daily basis. Mess committee will periodically check the same.
- Sample meals for last two days need to be preserved in mess cold storage/deep freezer for record of hygiene.
- Caterer need to serve non-garlic non-onion food of same menu for students opting for that. A record for entry of those students need to be maintained for that.
- Caterer need to maintain food wastage account and display its history in dining hall.
- Caterer need to maintain a pantry for frying rice/egg items along with extra items as decided by HMC and CUH authority.
- Caterer need to maintain and manage (serving) commensurate numbers of guest (not regular boarders; may be parents and special guests) tables in dining area. Charges (will be never less than regular charge) for guest meal will be decided by the HMC.
- Cleanliness in the mess premises and necessary pest control is the responsibility of the caterer.
- Rate of Non-veg item will be decided by HMC in consultation with the caterer.
- Stock of raw material should always be kept available for at least 15 days.

**To maintain Quality Standard of food caterer will assure following
Brands of consumables permissible:**

<u>Item</u>	<u>Brand</u>
Salt	- Tata, Annapurna, Nature Fresh, Patanjali.
Spices	- MDH, Everest, Badshah, Catch, Victory.
Rice	- Rice sela sarbati or as approved by HMC.
Ketchup	- Maggi, Kissan, Heinz, Patanjali.
Oil (Refined)	- Sundrop, Godrej, Saffola, Fortune, Trishul, Nature Fresh.
Pickle	- Mother's or Priya or Nilon's, Patanjali.
Atta (Wheat)	- Aashirwad, Pillsbury, Annapurna, Shakti Bhog, Rajdhani, Ahaar, Nature Fresh.
Instant Noodles	- Maggi, Patanjali.
Flavored fruit drinks	- Rasna, Patanjali.
Papad	- Lizzat, Patanjali.
Butter	- Amul, Britannia, Mother Dairy.
Bread	- Modern, Quality.
Jam	- Kissan, Maggi, Tops, Patanjali.
Ghee	- Amul, Mother dairy, Patanjali, Everyday, Britannia.
Milk	- Amul,Dairy, Mother Dairy.
Paneer	-Amul.
Tea	- Brook Bond, Lipton, Tata, Mohini.
Coffee	- Nescafe.
Cornflakes	- Patanjali, Kellogs', Mohan,
Suji	- Patanjali, Organic, Ashirwad, Ahaar, Surya, Rajdhani, Shakti Bhog, Annapurna, Pillsbury.
Beson	- Patanjali, Aashirwad, Annapurna, Rajdhani, Ahaar, Nature Fresh, Surya, Shakti Bhog.
Dalia	- Patanjali, Shakti Bhog, Rajdhani, Annapurna, Ahaar, Aashirwad.
Maida	- Surya, Trishul, Rajdhani.

Note: Apart from the mentioned brands, the items accepted and procured by HMC, will be allowed to the caterers.