

OPEN E-TENDER DOCUMENT
FOR
“PROVIDING MESS CATERING SERVICES”
AT CHANAKYA NATIONAL LAW UNIVERSITY
PATNA
ON RATE CONTRACT



Tender (NIT) No.: 14/2022-23

Date: 16th September 2022

CHANAKYA NATIONAL LAW UNIVERSITY (CNLU), PATNA
AT NYAYA NAGAR, MITHAPUR, PATNA, BIHAR – 800001, INDIA
Phone No.– 0612 - 2352300, Website: <https://cnlu.ac.in>
Email Id – registrar@cnlu.ac.in & fo@cnlu.ac.in

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Notice Inviting Tender (NIT)

Chanakya National Law University, Patna (CNLU PATNA) hereby invites the TENDER on the e-tendering Portal (website), i.e., <https://www.tenderwizard.com/CNLU> in electronic mode hereinafter referred as “e-Tendering” and TENDER hereinafter referred as “e-Tender”. The e-tender published online through above portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) is for the work mentioned below. Please note that copy of the e-tender can be downloaded from this portal, i.e., <https://www.tenderwizard.in/CNLU> as well as from the CNLU website, i.e., <https://cnlu.ac.in/tenders/> and must be mandatorily be submitted in Online Electronic Mode hereinafter referred as “Online Offer”.

The quotations shall consist of two parts, namely **Technical Bid** and **Financial Bid** and will be called Online Offer.

The details of the tender are given below: SCHEDULE OF EVENTS

1.	Date of Tender Publishing on website	NIT No.: 14/2022-23 dated. 16/09/2022
2.	Type of Tender	Open Tender (Online – Two Bid System)
3.	Description of work/services	Providing “ Mess Catering Services ” for approx. 600-700 Students (Boys & Girls) at Chanakya National Law University, Patna, Nyaya Nagar, Mithapur, Patna, Bihar, India – 800001.
4.	Pre-bid meeting and site visit at CNLU Patna (Attending pre-bid meeting & site visit is advisable for participating in this tender) Any Suggestions / Clarifications shall be put forth or through letter/e-mail before the mentioned date & time	Site visit – on any working day during office hours up to the previous day of bid submission Pre-bid meeting – on 23.09.2022 at 02:30 PM, Conference Hall (Child Rights Centre), Administrative Block, CNLU Patna. E-mail at – registrar@cnlu.ac.in
5.	Date of publishing pre-bid queries (to be uploaded on the procurement portal)	24.09.2022
6.	Last Date and Time for Online Submission of Tender	11.10.2022 till 05:00 PM
7.	Date and Time of Opening of Technical Bid	12.10.2022 at 14:00 hrs.
8.	Date of Presentation	15.10.2022 at 11:00 hrs.
9.	Financial Bid Opening Date & Time	19.10.2022 at 14:00 hrs.
10.	Name, Address and Details of Service Provider for e-tender (Procurement Portal)	M/s. Karnataka State Electronics Development Corporation Ltd. {KEIONICS (KSEDC)}, 1 st floor, Old Bank of India compound, M/22 Building, Road No.- 25, S K Nagar, Patna – 800001. Mob. No.– (+91) 9771414548, (+91) 9771414547, (+91) 9934589011, (+91) 7542028164 E-mail Id: twbihareproc@etenderwizard.com
11.	Duration of Contract	Initially one year from the date of issue of work-order (Subject to further extension as per tender terms and on satisfactory services)

12.	Tender Fees	Rs. 5000/- (Rupees Five thousand only); Non-Refundable. [To be paid through NEFT / RTGS]	
13.	Tender (Online Processing Fees for e-procurement portal)	Rs. 826/- (Rupees Eight hundred Twenty-Six only) inclusive of GST. To be paid through payment gateway to service provider.	
14.	EMD (Earnest Money Deposit) (2% of Contract Value)	Rs. 3,90,000/- (Rupees Three lakhs Ninety thousand only) [To be paid through NEFT / RTGS]	
15.	Bank details (For NEFT/RTGS) are:	Bank Name	ICICI Bank
		Bank Branch	Exhibition Road, Patna
		Account Holder	Chanakya National Law University, Patna
		Bank Account No.	625901144189
		Swift Code	ICICINBBNRI
		MICR Code	800229002
		Branch Code	6259
		Branch IFSC Code	ICIC0006259
16.	Performance Security Deposit	10% of the contract value, to be deposited within 15 (fifteen) days from the date of issue of work order in favour of “ CNLU PATNA ”	
17.	Bid Validity	Bid shall remain valid for 60 days from the last date of submission of the tender as mentioned in the NIT.	
18.	Name and contact of (authorised) Person for e-tender queries	Name – Mr. Mukesh Kumar Mob. No.– (+91) 9006626076	
19.	E-mail Id	Official – registrar@cnlu.ac.in enquiry – fo@cnlu.ac.in e-procurement – twbihareproc@etenderwizard.com	

Corrigendum, if any shall be notified on e- procurement Portal and University’s website (for reference only).

The Prospective Contractors are requested to read the complete tender documents, may request for clarifications and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids.

NOTE: MSME firms are exempted from EMD. However, such firms shall submit Bid Security Declaration according to Form-F. If the MSME firms do not submit the Bid security Declaration, then the bid shall be rejected. Also, such firms must submit documentary evidence in support of their firm’s MSME status along with an application for exemption.

Registrar, CNLU Patna

SECTION A

1) Eligibility Criteria:

- 1.1. The applicant should have relevant License(s) to run catering services from the concerned Government authorities.
- 1.2. The applicant should be in a catering business (excluding beverage and snacks services) for a minimum period of 60 (Sixty) months as on 31 August 2022 to various organizations or institutions.
- 1.3. The bidder shall have minimum five (05) years of experience of successfully running the catering services, i.e., similar nature of work means the running of the hostel mess of educational institutions such as IIMs, IITs, NITs, Centrally Funded Technical Institutions (CFTIs) and professional organizations such as Public Sector Undertakings / Central/State Government Departments / Central Research Organizations / Reputed Hotels / Reputed Private Organizations for a minimum of 500 persons shall be given preference. **(Completion certificate must show that the agency has 05 years continuous service in catering business, may be in different organisations, preceding to the date of publish of NIT).**
- 1.4. The bidder shall have successfully completed annual catering services as below in Central or State Government/Semi-Government Organizations/ Institutes / Reputed hotels during the last five (05) Years preceding 31.08.2022:
 - i) Three completed annual catering service contract each costing not less than the amount equal to Rs. 78,00,000/- i.e., 40% of the estimated cost of work;
OR
 - ii) Two completed annual catering service contract each costing not less than the amount equal to Rs. 1,17,00,000/- i.e., 60% of the estimated cost of work;
OR
 - iii) One completed annual catering service contract each costing not less than the amount equal to Rs. 1,56,00,000/- i.e., 80% of the estimated cost of work;

To this effect, bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number, type and quality of services), i.e., Satisfactory Completion / Performance Report.
- 1.5. The list of the Present and Past client (for the last five years as on 31 August 2022) availing the mess services (refer Form C) with the feedback form as per Annexure – II.
- 1.6. The bidder's average annual financial gross turnover in catering services in any of the last three financial years (whichever the bidder may like to present), from 2017-18 to 2021-22 (duly certified by the Chartered Accountant) should not be less than Rs. 1.75 crore (Rupees One Crore Seventy-Five Lakhs only). Moreover, the firm/company should not be a loss-making company in 2021-22 and in those three of the last five financial years (from 2017-18 to 2021-22) which the bidder has chosen for showing gross turnover.
- 1.7. Relationship of key managerial positions (owner/promoters/directors/ or any equivalent position) of the contractor/bidder with key managerial positions or any member of Governing Bodies of Chanakya National Law University will debar the contractor/bidder(s) from tendering.
- 1.8. The bidder shall submit all the scanned Forms and Annexures required along with the bid.
- 1.9. If any bidder/contractor(s) fails to meet any of the above eligibility criteria, he/she shall be disqualified.

2) Evaluation Procedure:

- 2.1. The received bids shall be scrutinized by the expert committee constituted by the University on the basis of documents submitted as mentioned under Annexure – I and Form – B.
- 2.2. The bidder/tenderer/contractor who shall be shortlisted for Mess Value added Services shall be valued based on the criteria mentioned under Annexure – II. In order to qualify for being considered eligible for financial bid opening, the bidder shall have to score at least 50% marks in each particular and 60% out of total provisional marks under Annexure – II.
- 2.3. The evaluation of scrutinized bids shall be done in two stages based on the QCBS (Quality and Cost Based Selection) having 75% weightage for technical bid as per Annexure – II, and 25% based for financial bid.
- 2.4. The Technical and Financial Bid Evaluation of eligible bidder as per Annexure – I, shall be done as per the procedure described below:
 - 2.3.1. On the basis of the technical bid accompanied by related documents, the Committee shall shortlist bidder(s) who comply with all the criteria and score a minimum of 60 percent aggregate marks out of total provisional marks for the criteria as described in Annexure – II.
 - 2.3.2. The Committee shall recommend the name(s) of the technically qualified bidder(s) for opening of financial offer and the list of these technically qualified bidder(s) shall be published on the University's Website (i.e., <https://cnlu.ac.in>) and also be updated on Portal (E-procurement). No separate intimation shall be sent to individual bidder(s).
 - 2.3.3. The financial bid of those bidders shall be opened who will be shortlisted in technical evaluation as mentioned above.
 - 2.3.4. The work shall be awarded to the highest scorer bidder. The lowest price bid shall be awarded as 100 marks in the evaluation of financial proposal. Others bidders shall get the marks in reverse proportion to their price bid proportional to the lowest price bid. e.g.;
 - The lowest price bid of Contractor P = INR X
 - The price bid of Contractor Q = INR Y
 - The score of Contractor P in financial proposal = 100
 - The score of Contractor Q in financial Proposal = $100 \times X/Y$
 - The total score shall be computed on the basis of QCBS (60% weightage to technical bid score as per Annexure – II, 15% weightage to Presentation Score by qualified bidder, and 25% weightage to financial bid score).
- 2.5. After opening the financial offer(s) of the technically qualified bidder/contractor(s), the expert committee shall consider the lowest bidder (H1) for award of contract.
- 2.6. Chanakya National Law University reserves the right to allocate the different mess to difference Contractors in consultation with the Students' Hostel and Mess Welfare Committee.
- 2.7. Chanakya National Law University reserves its right to select or reject any or all of the bids mentioned above without assigning any reasons thereof in consultation with the Students' Hostel and Mess Welfare Committee.

3) Special Instructions to Bidder(s) / Tenderer(s):

The bidders must read the instructions carefully and follow the same.

3.1. CORRECTIONS AND ERASURES:

- a) All corrections(s) and alternation(s) in the entries of tender papers shall be signed in full by the tenderer with date and time. No erasure or over-writing is permissible.
- b) Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing shall be liable for rejection.

3.2. SPECIAL CONDITIONS:

- a) The University shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs, charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.
- b) The Contractor shall submit the bill and/or invoice of the previous month latest by the 10th of every month to the concerned officer of the University.
- c) The contractor shall be levied penalty as per details spelled out in Annexure – V.

3.3. BIDDING CONDITIONS:

- a) Manual/Offline bids shall not be accepted.
- b) Two-Bid System shall be followed in this tender. Bidders should take due care to submit online tenders in accordance with the requirement in sealed cover/packet available in the online portal. The tender documents are to be submitted in two parts as Technical Offer and Financial offer. Bids shall be submitted online **only** at e-procurement website: <https://www.tenderwizard.in/CNLU>
- c) The bidder shall procure Digital Signing Certificate (DSC) of Class – III or above, for integrity of data and authenticity/non-repudiation of electronic records, complied with IT Act 2000.
- d) To use the Electronic Tender portal, the bidder shall register on the portal. Registration of each organization is to be done by one of its Senior Personnel vis-à-vis Authorized Signatory who will be the main personnel co-ordinating for the e-tendering activities. In the above portal terminology, this person will be referred as the Super User (SU) of that organization. For further details, please visit the <https://www.tenderwizard.in/CNLU> and follow further instructions as given on the site. After registration, the person should create Users and assign roles of the authority of his/her firm on the above portal.
- e) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s), director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.
- f) The Technical offer shall include the following details and documents mentioned below may be scanned (and uploaded) with 300 dpi with black and white options;
 - i) Name (As per Registration Certificate), correspondence address, telephone number and fax number/E-mail id of the bidder.
 - ii) Complete details of the company/firm indicating the name(s) of the owner(s) and staff members. Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason thereof.
 - iii) Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Registration No., PAN Card, GST Registration Certificate, EPF Certificate, RPFC/ESIC Certificate, TAN Certificate (if applicable), FSSAI Licence & Other required valid licenses).
 - iv) List of past clients indicating the value of the contract & duration of the contract. Were you or your company ever required to suspend catering services for a period

of more than 03 months continuously after you commenced the catering services? If so, give the name of the contract and reasons thereof. OR/AND have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.

- v) List of present clients' along with the contract value & commencement date.
- vi) Income Tax Return, Balance Sheet and Turnover Certificate for the last three financial Years (i.e., 2019-20, 2020-21 & 2021-22), duly certified by a CA.
- vii) Gross turnover details as prescribed under sub-clause 1.6 of Section – A.
- viii) Audited Profit & Loss account & balance sheet of 2021-22 and those three of the financial years selected under sub-clause 1.6 of Section – A, duly certified by a CA.
- ix) Supportive documents as prescribed under proviso to sub-clause 1.4 of Section – A.
- x) Details and Scanned receipt of Tender Fees and EMD.
- xi) Annexures – I, II, III and Form – A, B, C, D, F, G, H shall be duly signed and stamped.

Notwithstanding, all the details asked under Annexure – I, II and Form – B of this NIT shall be supported by the scanned documents like certificates and/or licences or whatsoever, and the same shall be uploaded while bidding the tender to fulfil the eligibility and bidding condition, irrespective of the fact whether such documents has been mentioned under this sub-clause (f) of clause 3.3 and/or clause 3.3 of Section – A.

- g) Every page of the technical bid as well as the financial bid must be endorsed with seal and signature by the competent person.
- h) Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he/she is signing as:
 - i) A sole proprietor of the firm or constituted attorney of sole proprietor.
 - ii) A partner of the firm, in which case he/she must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - iii) Constituted attorney of the firm provided that;

in case of above 3.3(h)(ii), a copy of the partnership agreement of general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney shall be furnished;

in case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm shall sign all other related documents;

A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he/she has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the University may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the University for all Cost and damages arising from the cancellation of the contract including any loss which the University may have on account of execution of contract / intended contract.

3.4. OTHER CONDITIONS:

- a) Tenderer who has downloaded the tender from the university's website and e-Procurement Portal website shall not tamper/modify the tender document including downloaded Financial Offer template in any manner. In case if the same found

tampered/modified in any manner, tender shall be completely rejected and tenderer is liable to be banned from doing business with CNLU, Patna.

- b)** The Bid should be submitted in two properly sealed packets available in e-procurement website. The Technical bid consists of various Forms – A to H (excluding Form–E) and Annexure – I, II & III as required information. These packets must be submitted online as “Technical Bid”.

The “Financial Bid” to be filled as per Section D consists Form–E, and should be submitted as ‘Financial Bid’. These packets must be submitted online on or before the due date.

- c)** All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same shall be given against respective columns in such case. If any particulars/query is not applicable in the case of the bidder, it should be stated as not applicable. However, the bidders are cautioned that giving the information in unclear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the bid being summarily disqualified.
- d)** The bids should be in computer printouts or neatly typed and submitted online complying the guidelines of Procurement Portal. The bidder’s name and signature should appear on each page of the bid document.
- e)** The bidder is advised to enclose any additional information, which he/she thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the University calls for the same.
- f)** At any time, prior to the date of submission of bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment. The amendments may be notified through the e-Procurement Portal and University’s website. The bidder can also modify their documents accordingly.

- 3.5.** The format of submission of Financial Offer / Bid is available under Section D consisting Form–E, should be quoted on per student per day basis (total of all four meals i.e., Breakfast, Lunch, Evening Snacks and Dinner) for regular customers only. The total cost per day per student should be quoted in words as well as figures (typed). The minimum price quoted (*to maintain standard and food quality*) shall not be less than Rs. 3200/- (excluding GST) and shall not be more than Rs. 4100/- (excluding GST) per person per month. The figures are to be quoted in Indian Rupees including all and any taxes, duties or other levies, surcharges etc. Amendments should be avoided. However, if any amendments are there, should be duly initiated, failing which the offers are liable to be rejected. The walk-in price for outsider (not on roll of the CNLU Patna) for each meal may be up to 20% higher and for unsubscribed student for each meal may be up to 10% higher than the corresponding meal for regular (subscribed) customers (students and staff) and shall be finalized subsequently with the selected Contractor(s) before awarding the contract. Regular customers are defined as those who commit to all meals in a day for a minimum contiguous period of 60 (sixty) days.
- 3.6.** Intending tenderers are advised to visit University website and procurement website regularly till closing date of submission of tender for any corrigendum/addendum/ amendment.
- 3.7.** The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The University reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.
- 3.8.** The bidders, having represented the organization should have the required professional skills, and personnel and technical resources, to provide the services on the terms and

conditions set forth in this tender document. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the University.

- 3.9.** The bidder is expected to examine all instructions, forms, terms and conditions (specifications) in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarification.
- 3.10.** Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:
- a)** Any conditional bid.
 - b)** Any bid in which rates have not been quoted in accordance with the specified formats/details as specified in the Bid Document.
 - c)** Any bids received without Turnover certificate in the prescribed format.
 - d)** Any effort by a bidder to influence the Institute in bid evaluation, bid comparison or Contract award decision.
- 3.11.** The Online Tender / bid (i.e., technical bid) will be opened as per critical date schedule. No separate information shall be given to individual bidders.
- a)** Only those financial offers will be opened whose technical offers are found suitable by the expert committee appointed for the cited service(s).
 - i)** In special situation, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the offer.
- 3.12.** Award of contract:
- a)** The university will award the contract to the bidder(s) whose quotation has been determined to be substantially responsive as described in the Evaluation Procedure (Section A, Point 2 and Annexure – II).
 - b)** Notwithstanding to the above, the university reserves the right to accept or reject any quotations and to cancel the bidding process and reject all the quotations at any time prior to the award of contract.
 - c)** The bidder(s) whose bid is accepted will be notified for the award of the contract by the university (Office of the Registrar) prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the contract.
 - d)** Within 15 (fifteen) working days of the receipt of the notification of the award of the contract from the university, the successful bidder shall furnish Performance Security Deposit. The EMD shall be adjusted in the amount of Performance Security. Failure to comply with the above said requirement shall constitute sufficient grounds for the annulment of the award.
 - e)** The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non-performance of any of such obligations shall make the bidder liable for all consequential effects.
 - f)** The successful bidder(s) shall have to execute an agreement with the university on a non-judicial stamp paper of Rs. 1000/- (Rupees One Thousand only) or of the value as may be applicable at the time and commence the work within 20 (twenty) days from the date of award. The bidder shall also submit original affidavit (Form – H).

SECTION B

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

The essence of this contract is to prepare and serve food as per the requirement of CNLU, Patna. The university has adopted the highest quality standards for all its activities and the bidder is required to render services meeting stringent standards.

1. DEFINITIONS:

Unless inconsistent with or otherwise indicated by the context of usage, the following terms and expressions, stipulated in this CONTRACT, used herein shall have the meaning hereunder respectively assigned to them, namely;

1.1. CONTRACT:

Shall mean a written CONTRACT signed between CNLU PATNA and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2. CNLU PATNA (CNLU, PATNA):

Shall mean Chanakya National Law University, Patna and shall include its legal representatives, successors and permitted assignees.

1.3. SITE:

Shall mean the place in which the operations/services are to be carried out or places approved by CNLU PATNA for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site. At present CNLU Patna is operating two mess i.e. One at Halls of Girls' Residence and one at Halls of Boys' Residence at CNLU campus. CNLU Patna reserves the right to award the contract for one Mess or more Mess.

1.4. CNLU PATNA'S REPRESENTATIVE:

Shall mean the person or the persons notified by CNLU PATNA from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5. CONTRACTOR OR BIDDER OR TENDERER :

Shall mean any person/ persons/ firm/ company/ other business organisations to whom work has been awarded and whose bid has been accepted by CNLU PATNA and shall include its authorized representatives, successors and permitted assignees.

1.6. CONTRACTOR'S REPRESENTATIVE:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the CNLU PATNA as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.7. CONTRACT PRICE:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by CNLU PATNA and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on CNLU PATNA for any of these charges. The prices will remain firm during currency of the CONTRACT. It shall not vary on any account whatsoever.

1.8. DAY:

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.9. SERVICE OR SCOPE OF WORK:

Shall mean and include the totality of the work or services and supplies of food and materials by expression or implication envisaged in the contract, which CONTRACTOR is required to provide to the CNLU PATNA, and equipment shall include all material, equipment and labour required for commencement, performance, provision or completion thereof and amendments thereto.

1.10. INSPECTORS:

Shall mean any person or outside Agency nominated by CNLU PATNA to inspect documents in the CONTRACT stage-wise as well as final as per the terms of the CONTRACT.

1.11. FACILITY:

Shall mean all property of the CNLU PATNA owned or hired by CNLU PATNA.

1.12. THIRD PARTY:

Shall mean any group, person or persons who may be engaged by CNLU PATNA in activity associated with the work/service specified but who shall remain at an arm's length from the work/service and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

1.13. APPROVAL:

Shall mean and include the written consent duly signed by CNLU PATNA or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.14. SINGULAR/ PLURAL WORDS:

Save where the context otherwise requires, words imparting singular number shall include the plural and vice-versa and words imparting neutral gender shall include masculine or feminine gender and vice-versa.

1.15. GROSS NEGLIGENCE:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.16. WILLFUL MISCONDUCT:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2. DURATION OF THE CONTRACT:

The contract shall be initially for a period of one year which may be renewed maximum for 5 years on negotiated terms & conditions annually for further period by CNLU Patna depending on requirement of the University and performance of the Contractor/contractor/service provider.

3. NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

CONTRACTOR'S REGISTERED OFFICE AND ADDRESS WITH E-MAIL ADDRESS AND CONTACT NUMBER	Registrar, Chanakya National Law University, Patna Nyaya Nagar, Mithapur, Patna – 800001 Bihar, India. Email ID – registrar@cnlu.ac.in Phone No. – 0612 - 2352300

4. DUTIES AND POWER / AUTHORITY:

4.1. The duties and authorities of CNLU Patna's representative are to act on behalf of the University for:

- i) Overall Supervision, Co-ordination and Management
- ii) Proper utilization of the services.
- iii) Commenting/ countersigning on reports made by the Contractor's representative at site in respect of services, receipts, etc. after satisfying himself/herself with the facts of the respective cases.
- iv) The University representative shall have the authority, but not any obligation at all times and any time to inspect/test/examine/ verify any service(s), tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work at any point of time. Hence, the overall responsibility of quality of services shall rest solely with the CONTRACTOR.
- v) Each and every document emerging from service in support of any claim by the contractor has to have the counter signature/ comments of CNLU PATNA's representative without which no claim will be entertained by CNLU PATNA.

4.2. CONTRACTOR's REPRESENTATIVE:

- i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- ii) He shall liaise with CNLU PATNA's representative for effective co-ordination and timely execution of the required services.

5. PENALTY POINTS

Penalties for violation of rules, terms and conditions

As and when Mess Council, CNLU Patna proposes a fine, they shall inform the representative of the Contractor, and the fine shall be imposed by the University or its authority or representative on the recommendation of the Mess Council, CNLU Patna. The Contractor shall be fined for not adhering to the agreed terms as per the Annexure – V of this document.

6. CONTRACT DOCUMENT:

6.1. Governing Language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

6.2. Entire Agreement:

The CONTRACT constitutes the entire agreement between CNLU PATNA and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all

communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

6.3. Modification in Contract:

All modifications leading to changes in the CONTRACT with respect to technical and/or financial aspects, including terms of delivery, shall be considered valid only when accepted in writing by CNLU PATNA by issuing amendment to the CONTRACT. CNLU PATNA shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

6.4. Assignment:

The CONTRACTOR shall not **SUB-LET/SUB-CONTRACT** or transfer or assign the CONTRACT or any part thereof in any manner whatsoever. The CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT. Any deviation to the same (this assignment) under this sub-clause shall lead to termination of contract and forfeiture of security deposit.

6.5. Waivers and Amendments:

- a) **Waivers:** It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- b) **Amendments:** It is agreed that CONTRACTOR shall carry out work in accordance with the directives to be furnished by CNLU PATNA which may be amended from time to time by reasonable modifications as CNLU PATNA sees fit.

7. TERMS OF PAYMENT

- 7.1. CNLU PATNA shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work, Operational Norms and Conditions (Section C), as per the price Schedule (Section D). The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.
- 7.2. All Bills along with relevant supporting documents shall be submitted to Registrar, CNLU PATNA, duly certified by respective warden.
- 7.3. CNLU, Patna shall pay monthly mess charges after scrutiny of the students' (attendance of RFID/Biometric) wise monthly bill submitted by the Contractor during the currency of contract.
- 7.4. Invoices with original supporting documents duly countersigned by CNLU PATNA's representative wherever applicable will be submitted on monthly basis by the CONTRACTOR to CNLU PATNA and payment shall be made within 15 (fifteen) calendar days from the date of receipt of clean invoice at the above office.

The original invoice should also accompany the following documents or details:

i) Along with the first invoice:

Following documents or details should be invariably furnished along with the first invoice:

- a) Copy of valid Registration certificate under the GST rules.
- b) Particulars required for making payments through Cheque/RTGS/NEFT, in accordance with the clause on 'MODE OF PAYMENT' of bid document.

- c) Mobile No.
- d) e-mail ID (If any)

ii) Periodical / Monthly payment:

- a) Invoice (i.e., Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST registration number, Service Classification, Rate and amount of GST shown separately).
- b) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

7.5. In the event of any dispute in a portion or whole of any invoice, CNLU PATNA shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

8. CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:

8.1. Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of CNLU PATNA. CNLU PATNA may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's services, labour, materials and services under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

Notwithstanding, necessary deduction shall be applicable while making the payment, like; **Applicable amount** shall be deducted from total GST, and **3% of total amount** will be deducted from the total bill without GST of the firm without tax for staff welfare fund of CNLU (This amount is non-refundable).

8.2. Notice of Claims:

CONTRACTOR or CNLU PATNA, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

8.3. Taxes:

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Corporate and personal taxes levied or imposed on the CONTRACTOR on account of payments received by it from CNLU PATNA for the work done under this CONTRACT. The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, Contractors, consultants etc. on account of payment received under this CONTRACT.

It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

The GST invoices should invariably contain the following particulars:

- (i) Name, Address and the Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
- (ii) Name and Address of the Service Receiver (Address of CNLU PATNA).
- (iii) Description, Classification and Value of taxable service and the amount of applicable tax separately indicating Education Cess and Secondary & Higher Education Cess, wherever applicable)

8.4. Corporate Taxes:

- i) The CONTRACTOR shall be responsible for ensuring compliance under all the statutes, laws, rules and regulations enacted by the Government of India, as in force from time to time, in matter related to all types of taxes and matters related thereto.
- ii) Tax shall be deducted at source by CNLU PATNA from all sums due to the Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time and the certificate for the same shall be issued.

9. PERFORMANCE:

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of CNLU PATNA and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 3 days upon the receipt of written notice from CNLU PATNA to improve their performance failing which CNLU PATNA may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) day's written notice.

10. PERFORMANCE BOND:

The CONTRACTOR shall furnish to CNLU PATNA within 15 days from the date of Award of contract, deposit of 5% (five percent) amount of Performance Security in the form of Demand Draft or online transfer for the period specified in the bid document/ Notification of Award towards performance under this CONTRACT. In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement or in the event of termination of the contract under provisions of this contract and /or in respect of any amount due from the CONTRACTOR to CNLU PATNA. CNLU PATNA shall have unconditional option under the guarantee to invoke the above performance security deposit.

11. DISCIPLINE:

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and shall abide by and conform to all rules and regulations promulgated by CNLU PATNA governing the operations. Should CNLU PATNA feel that the conduct of any of CONTRACTOR or contractor's employees is detrimental to CNLU PATNA's interest, CNLU PATNA shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by competent qualified person at CONTRACTOR's cost.

12. SAFETY AND LABOUR LAWS:

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws

enforced by statutory agencies and by CNLU PATNA shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking or consumption of alcohol/any other prohibited substance shall be permitted while on duty by any of contractor's personnel in CNLU PATNA premises or during work hours.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

13. VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER

All contracts involving deployment of Contractor's manpower within CNLU PATNA's premises the Contractor shall submit the following documents to CNLU PATNA prior to start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the personal proposed to be deployed by their firm at CNLU PATNA is/are impeccable.
- (ii) Undertaking from the Contractor that their firm has scrutinized the previous working of the person(s) proposed to be deployed by them at CNLU PATNA and there is nothing adverse as regards his/her character and antecedent.
- (iii) The Medical report of the worker
- (iv) Complete Covid 19 Vaccination certificate
- (v) Police verification

14. SECRECY:

CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by CNLU PATNA, divulge or grant access to any information about the work. CONTRACTOR shall not also destroy any report, note or any other document to the operation/work required by CNLU PATNA. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

15. STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT, nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.

16. INSURANCE:

CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. CNLU PATNA will have no liability on this account:

Provided that portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

17. INDEMNITY AGREEMENT

Indemnity by Contractor: Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified CNLU PATNA, (other than the CONTRACTOR) and its/their employees from all actions, proceedings, suits, claims, demands,

liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments' and fines/penalty arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from:

- (i) Personal injury, illness or death of:
 - a) any of CONTRACTOR or CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of CNLU PATNA); and
 - b) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel
- (ii) Loss or damage to:
 - a) any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel, and/or
 - b) any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel.

18. TERMINATION

1) TERMINATION ON EXPIRY OF THE CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless CNLU PATNA has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

2) TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 23 (Section B).

3) TERMINATION ON ACCOUNT OF INSOLVENCY

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then CNLU PATNA shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

4) TERMINATION FOR UNSATISFACTORY PERFORMANCE

If CNLU PATNA considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, CNLU PATNA shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. CNLU PATNA shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by CNLU PATNA.

5) TERMINATION FOR DELAY IN MOBILIZATION

Successful bidder shall be required to mobilize specified services in the line with the Work order (WO) /Rate Contract (RC) along with crew (only manpower) for commencement of services at CNLU PATNA site within a maximum of 15 (fifteen) days (as specified in scope of work or elsewhere in contract) from the date of WO/RC. If the CONTRACTOR (successful bidder) fails to mobilize as above, CNLU PATNA shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

6) CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of CNLU PATNA to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this agreement that reasonably require some action or forbearance after such termination.

In case of termination of Contract herein set forth, except under 18.1 and 18.2, and / or annulment of the contract due to non-submission of Performance Guarantee and following actions shall be taken against the Contractor:

CNLU PATNA shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be Black listed for a period of three years from the date of the order for putting the Contractor on holiday is issued.

Pending completion of the enquiry process for putting the Contractor on holiday, CNLU PATNA shall neither issue any tender enquiry to the defaulting contractor nor shall consider their offer in any ongoing tender.

19. DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES (LD)

- (A) CONTRACTOR shall mobilize and deploy the required services as per the Contract so as to commence the services at the specified site (s) within a maximum of 15 days from the date of Rate Contract /Work Order.
- (B) If the CONTRACTOR fails to mobilize and deploy the required services and / or fails to commence the operations within the period specified in sub clause (A) above, CNLU PATNA shall have, without prejudice to any other provisions in the contract including sub clause (C) below, the right to terminate the contract.
- (C) If the contractor is unable to commence the operations within the period specified in sub clause (A) above, it may request CNLU PATNA for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, CNLU PATNA may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to Rs. 10,000/-, for each week of delay or part thereof, subject to a maximum of Rs. 50,000/- per month. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by CNLU PATNA on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

20. SEVERABILITY

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

21. CHANGE IN LAW

- (i) In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by CNLU PATNA subject to the production of documentary proof to the satisfaction of CNLU PATNA to the extent which directly is attributable to such introduction of new

legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes or duties are disputed by CNLU PATNA.

- (ii) The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, CNLU PATNA will have no liability to reimburse or pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, CNLU PATNA will have the right to recover the difference in case the rate of duty or tax finally assessed is on the lower side. Notwithstanding the provision contained in clause (i) above, CNLU PATNA shall not bear any type of tax.

22. LIABILITY OF THE GOVERNMENT OF BIHAR

It is expressly understood and agreed by and between the CONTRACTOR and CNLU PATNA that CNLU PATNA is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of Bihar is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that CNLU PATNA is an independent entity with power and authority to enter into CONTRACT solely in its behalf under the applicable laws of India and general principles of CONTRACT Law. The CONTRACTOR expressly agrees, acknowledges and understands that CNLU PATNA is not an agent, representative or delegate of the Government of Bihar. It is further understood and agreed that the Government of Bihar is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of Bihar arising out of this CONTRACT and covenants not to the Government of Bihar as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT.

23. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected 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, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely CNLU PATNA and the CONTRACTOR. 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, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, CNLU PATNA shall have the option of cancelling this CONTRACT in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

24. MEDIATION AND ARBITRATION

- a) In the event of any question, dispute or differences arising under this Tender or in connection there with except as to matter, the decision of which is specifically provided under this document, the same shall be referred to a mediator appointed by the Vice-Chancellor, Chanakya National Law University, Patna.

- b) In the event of failure of mediation, the same shall be referred to an arbitrator appointed by the Vice-Chancellor, Chanakya National Law University, Patna and the decision of the Arbitrator shall be binding on both the parties of this agreement.

25. JURISDICTION AND APPLICABLE LAW

This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Patna.

26. CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) under mediation or arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

27. INTERPRETATION

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

28. ENTIRE AGREEMENT

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of CONTRACTOR and CNLU PATNA.

29. INDEPENDENT CONTRACTOR STATUS

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

30. LIMITATION OF LIABILITY

Notwithstanding any other provisions, except only in cases of wilful misconduct and/or criminal acts,

- a) Neither the Contractor nor the Institute (CNLU PATNA) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Institute, and
- b) Contractor shall indemnify and keep indemnified CNLU PATNA harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (a) above.

SECTION C

SCOPE OF WORK, OPERATIONAL NORMS AND CONDITIONS

1. CNLU Patna is having around 700 enrolled students at present, however, the university does not commit any specific number of students for One or the particular Mess. Students will be allowed to choose the Mess based on the quality of service provided by the specific Mess Contractor.
2. The Contractor shall not make any addition, variation or alteration in the CNLU PATNA premises or any part thereof. The Contractor shall not part with possession of the said premises or any part thereof or allow anyone else to use the same for any business or purpose whatsoever.
3. The Contractor shall be responsible in all respects for providing mess services in the assigned mess as conveyed and duly acknowledged by him/them at the time of accepting the contract and as per menu to be communicated to them in the last week of previous month to be followed for the next month and to abide by the conditions of the EOI as specified therein.
4. The specified premises for operation of mess services shall be used only for the purpose of operation of catering services, namely; breakfast (includes morning tea), lunch, evening snacks and dinner for the students, employees, guest of the University and for no other purpose/business.
5. The timings of the meals are strictly to be followed. If there is any deviation to the timing, it may hamper smooth functioning of the university program and engagements. Therefore, violations in this regard will attract stern action against the caterer including financial penalty as mentioned in Annexure – V.
6. The University shall provide to the Contractor: kitchen equipment, furniture, fittings etc. and the Contract. The University reserves the right to make any changes in said timings at any point of time after the award of the contract. Caterer has to cater according to the following schedule:

Meal	Working-days Timings	Sunday / Holiday Timings
Morning Tea	0630 hrs to 0915 hrs	0630 hrs to 0915 hrs
Breakfast	0725 hrs to 0930 hrs	0830 hrs to 1030 hrs
Lunch	1330 hrs to 1530 hrs	1400 hrs to 1530 hrs
Evening Snacks	1755 hrs to 1850 hrs	1755 hrs to 1850 hrs
Dinner	1950 hrs to 2150 hrs	1950 hrs to 2140 hrs

7. The approximate strength of mess members during regular semester (January to April and July to October) is 600 – 700 nos. The total student strength 750 nos. include Day scholar and PhD students. The caterer, while quoting shall consider minimum student strength of 600 nos. The student strength may vary based on a number of summer/winter courses offered. The catering charges during the semester break shall be collected by the caterer from the individual student availing the mess facility, provided that in change of number of students availing mess facility, where less than 100 students are availing the mess facility, shall not increase the monthly mess charges more than 5% of the regular charges.
8. Contractor will execute a proper receipt in favour of the University in respect of all such articles given by the University.
9. The University will provide necessary equipment/apparatus in serviceable condition and the Contractor is obligated to return the same to the University in good serviceable condition at the expiry of term of the contract. Any damages caused thereof, shall be borne by the Contractor on revocation or termination of the Agreement.

10. The Kitchen equipment etc. set out here in Annexure-VII shall be carefully maintained by the Contractor at his own cost and any damage arising there due to improper, negligent use shall be reimbursed by the Contractor to the University.
11. The Contractor shall oversee the overall functioning of the dining halls in co-ordination with the Mess Council, CNLU Patna. The Mess Council, CNLU Patna Consists of Students' Hostel and Mess Welfare Committee, nominated employee and nominated faculty of CNLU PATNA and decisions taken by the said committee for issues with regard to the mess shall be final and abiding by the contractor.
12. The list of existing kitchen equipment and utensils provided at each of the dining halls is available with the Mess Council, CNLU PATNA. If contractor required additional utensils/kitchen equipment, it may be provided on the recommendation of Mess Council, CNLU Patna at the sole discretion of the University.
13. The Contractor shall render, at the end of every month an account of kitchen equipment, furniture, fittings etc. given to him by the University and Mess Council, CNLU Patna / any officer duly authorized by the University shall have the right to inspect and check such kitchen equipment, utensils, furniture, fittings etc. at any time.
14. The Contractor shall not have the right to remove/carry any item/equipment supplied by the University outside the University premises either for the purpose of repairs or otherwise without the express permission in writing from the Mess Council, CNLU Patna.
15. The University shall not be responsible for the materials of the Contractor kept in the premises and it will be the responsibility of the Contractor to keep watch on his premises and University will not be responsible in any way for loss or damage.
16. The contractor shall make arrangement of Gas connection by themselves. Cost of cooking gas shall be borne by the Contractor only. The contractor shall arrange all utensils, kitchen wares and other necessary tools as required for providing the services.
17. The Contractor shall be responsible to follow all statutes, laws, by-laws, norms, and rules (set by local, state and central governments, and the University from time to time) for the storage and handling of food products and cooking material (including hazardous and / or inflammable or combustible goods or substances or articles). The Contractor is obligated to keep themselves informed of any changes in the above laws, norms, rules and statutes and the University will not bear any responsibility for this.
18. The Contractor shall make good any damage of any kind whatsoever caused to the said premises or any part thereof or to any other part of the University Campus including road and infrastructure of said building on account of any act or omission either of the Contractor or any of his employees or any of the Contractor's visitors irrespective of whether the damage caused is wilful or accidental.
19. The Contractor shall observe all Municipal and Government Regulations in force from time to time in relation to the use of the said business and be responsible for any violation of the same.
20. The Contractor shall not become a cause of nuisance or annoyance in any way either to the University or to other occupants of the building in the campus and it is agreed that the decision of the University in consultation with the Students' Hostel and Mess Welfare Committee, whether the Contractor has caused nuisance or annoyance shall be final and conclusive and the Contractor shall not question or challenge the said decision of the University.
21. The Contractor shall use weighing balance, weights and / or measures which have been verified by comparison with the standard weights or measures and stamped in accordance with the provisions of the Weights and Measures Act, 1932 as amended from time to time.

22. The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.
23. The Contractor must have the appropriate licenses such as FSSAI, Food Safety license, Registration, Commercial Tax License and any other such Government license/permits mandated/required by the government and local authorities for operating such a venture. The contractor shall make these details available to CNLU PATNA. The contractor shall abide by all the terms of the license permits issued to the Contractor.
24. The Contractor shall take appropriate safety measures including against outbreak of fire and shall be held responsible in case of such an incident occurring.
25. The Contractor shall not sell any alcoholic beverages/cigarettes/or any other prohibited substance nor permit any person to bring it from outside for the purpose of drinking/ smoking / unauthorized items / products/ prohibited substance(s) along with other food articles, which may be sold. The Contractor shall also ensure that his/her employees do not consume any prohibited substance and gutkha/pan masala and similar items at the University premises. Failure to the same shall attract penalty mentioned under Annexure – V.
26. The Contractor shall comply with all the provisions of the Employees State Insurance Act, 1948, the Employees Provident Funds Act, 1952, the Contract Labour (Regulation and Abolition) Act, 1970, and the Rules there under, the Minimum Wages Act (Central) and any other Acts/ Rules that may be applicable to him/her from time to time and he/she shall keep the University indemnified against all liabilities and responsibilities for the Contractor's non-compliance of the provisions of the said Acts, and schemes and in particular, laws governing employer-employee relations in respect of the staff engaged by the Contractor.
27. The Contractor shall maintain records and register and submit returns and shall pay contributions in accordance with the said Acts in respect of the employees employed by him for the above purpose.
28. In case of Death/Insanity/Insolvency or any kind of condition wherein the Contractor puts himself where he/she is not able to run the business, his legal heirs or authorized person may operate/provide the contracted services till the expiry of the original contracted period at the sole discretion of CNLU PATNA.
29. The permission granted to the Contractor shall not create any tenancy or proprietary rights or any other interest in the CNLU PATNA premises, which shall continue to be in the exclusive ownership, control, and possession of CNLU PATNA; but gives a mere license to use the said premises subject to what is stated herein above. It is agreed that the Contractor shall not assign or part with and/or transfer their interest under the Agreement signed.
30. The relationship between CNLU PATNA and the Contractor is on a principal-to-principal basis and nothing in this Agreement creates, or should be construed to create, a relationship of a partnership or a joint venture or an association of persons or an owner and an agent between the two parties.
31. The University shall through the period of the signed agreement have full control over the said premises and every part thereof. The University shall act through its Estate Officer or any other officer duly authorized in his behalf in connection with the said agreement or anything to be done there under.
32. The contractor shall not throw any refuse or garbage or any dirt at any location inside or outside the University campus. All kinds of waste generated by the Contractor are to be segregated and disposed by the Contractor as per directives given by CNLU PATNA from time to time. Further, the Contractor shall ensure that there is no use of disposables in regular catering. However, in exceptional circumstances, if it becomes necessary, only environment friendly disposables are to be used, but with prior permission of Mess Council, CNLU Patna and officials of the Mess.

33. In the event of the Contractor being involved in any litigation or dispute arising out of any act or omission on the part of the Contractor, it is agreed that the Contractor shall indemnify and save University against all losses, claims, damages, and costs incurred by the University.
34. CNLU PATNA will not be principal employer to any dispute between the Contractor and their employees/agents/ users. If the University is still involved and incurs expenditure in any such legal proceedings, the University will recover the same from the Contractor.
35. The Contractor shall maintain the mess premises, furniture, utensils, crockery, and cutlery in clean and hygienic condition to the satisfaction of the Mess Council, CNLU Patna. The decision of the Mess Council, CNLU Patna in this respect shall be final. Housekeeping / Sanitary equipment and consumables will be the responsibility of the Contractor.
36. The Contractor shall not do or omit to do any act, which may invalidate or in any way affect the issuance on the University's said property or which may render the University's liability to pay extra or excess insurance premium.
37. The Contractor shall allow the University, its employees, students, or authorized agents at all times to enter upon and to view the said premises and the condition thereof. The plan for housekeeping of the mess premises should be approved by the Mess council, CNLU Patna. It is expected that there should be at least one appropriately trained employee for one mess, dedicated to housekeeping work present at all times to take care of cleanliness and hygiene in kitchen area, dining halls and dining tables during the meal hours and this will not include staff engaged in any other activity including washing utensils.
38. The Contractor shall ensure that there is no water logging within the mess premises where the dining, washing, cooking preparation areas are located and which can give rise to breeding of insects, mosquito etc. All possible measures must be taken up to ensure hygiene in the kitchen and dining halls. These include the provision of ample Liquid soap for hand wash at basins, hand gloves and hair cover caps for mess workers and other measures as advised by the Mess Council, CNLU Patna. The cooking area and preparation areas including trays will have to be washed after the completion of the activities every day. The wash basins, water coolers, servicing utensils and mess/kitchen equipment will also have to be kept clean and dust free.
39. The Contractor shall keep the said premises in a proper manner and the University shall from time to time carry out the necessary repairs and minor maintenance work of civil and electrical nature in consultation with the Mess Council, CNLU Patna. The university provided hostel mess and kitchen electrical equipment such as water coolers, water purifiers etc. shall be serviced by the university when necessary.
40. The Contractor shall, at his own cost, maintain adequate stocks (one week running stock of non-perishable items minimum) of food-grains, grocery and other eatables for the satisfactory and efficient running of the mess. The quality of the foodstuffs and eatables shall be as per the standards specified by the University and as mentioned in Annexure – VI and the same shall be subject to inspection by Mess Council, CNLU Patna.
41. Vegetarian and Non-Vegetarian foods must be cooked and served separately. The cooked food that is ready to be served shall be kept with proper cover, keeping it hot in specified storing articles provided for this purpose. It should not be made ready so early that it requires reheating and never served cold. Once the cooked items are ready, they shall be shifted to servicing utensils that are maintained clean, duly packed and covered under a hygienic condition for serving hot.
42. During regular semester days, a list of registered students assigned to the particular Mess will be provided to the Contractor from time to time. For planning purposes, this list is likely to include students for each meal (breakfast, lunch, evening snacks and dinner); however, the University through Mess Council, CNLU Patna at its sole discretion, reserves the right to assign more/ fewer

students to the particular mess at any time (with two days' notice). The Contractor is responsible for controlling access of the students to the mess as per the list provided (through any combination of electronic, RFID, installed biometric system in hostel or other means). However, this access control should not cause undue (or unreasonable) delays or waiting times for students outside the dining area. The contractor must maintain records of the number of regular customers eating at the mess and must share this data with the University when demanded. In addition to students, faculty, staff, contractual staff, post-doctoral scholars, research scholars, guest students, guest researchers, employees of University Contractors, etc. may avail the mess facility on a regular or walk-in basis, and the charges for these personnel are to be the same as approved by Mess Council, CNLU Patna time to time. Further, the CNLU PATNA community members shall have the facility to avail of the mess facilities at concessional rates (as applicable to the students) on prior intimation to the respective mess contractor with an advance payment of at least 15 days.

43. The list of students mentioned above will be valid for regular semester days only (Semester I & II of each Academic Year at the University). The Contractor should refer to the academic calendar on the University website for details about semester days. The Contractor shall bill the University only for these regular semester days on per meal per day basis based on the actual student strength assigned to the respective mess.
44. The University will not pay the Contractor for any day outside the regular semester days including mid-semester recess, vacation, and Summer Term. However, the Contractor is required to maintain catering services at Mess during mid-semester recess, vacation and summer term at par with that during regular semester days for regular and walk-in customers. The menu for dining hall services outside regular semester days shall also be finalized after approval of the Mess Council, CNLU Patna and charges for these services are to be collected directly from the customers. However, if CNLU Patna extends semester then semester rates will be charged.
45. The Contractor may also be consigned to provide other catering services inside the University campus at various meetings, occasions, and/or functions by authorized persons. Such services must be provided with the utmost standards of hygiene and quality and at mutually agreed rates. The rates for such catering services shall be reasonable and must be comparable to the charges applicable for walk-in guests with a small premium for service. The same shall be mutually discussed and agreed upon by the Contractor and the designated University officials.
46. The Contractor has to pay Rs. 12000/- as monthly charges, subject to change as per Govt. Norms or decided by the CNLU Patna, for mess kitchen and electricity charges for the mess kitchen on actual consumption as per CNLU Patna Tariff & Rules. The Contractor may have to pay charges for water consumption if it crosses the permissible water consumption/capita in a restaurant/hotel as per the standard norms.
47. The University expects professionalism in all aspects of mess operations from the Contractor. This includes quality of raw materials and food, professionalism in service, and conduct of staff in dealing with students, staff & faculty. Punctuality of mess timings and hygiene should be of the topmost quality. The above will be maintained by the Contractor and will be monitored by the Mess Council, CNLU Patna. Fines for violations will be levied according to Annexure – V. Further, considering the frequency and severity of violations, the University in consultation with the Mess Council, CNLU Patna may choose to terminate the agreement.
48. The University reserves the right to terminate the contract at its own discretion, and will do so in writing with an advance notice period of 30 days. The Contractor shall remove himself/herself from the said premises with all his/her belongings and give vacant possession of the said premises in good and clean condition and all the equipment in proper working condition to the

University within 7 (seven) days from the revocation or termination of the contract period, but subject to what is stated herein above.

49. On termination of the agreement, the University shall refund the Contractor without interest the deposit amount or Performance Guarantee amount only on the Contractor vacating themselves with all their belongings from the said premises and handing over the possession along with returning of all the equipment/utensils in serviceable condition to the University. The Performance Guarantee amount would be payable to the contractor only after deducting dues/compensation payable by the Contractor in arrears and the costs of making good any damage caused by the Contractor or any one part on his/her behalf or by his/her employee or agents either to the said premises or any part thereof or any part of the campus provided. In the case of any kitchen equipment being found damaged or in unserviceable condition, the compensation for such equipment shall be equal to the new market price (if changes) and other costings which will be incurred for fitting new equipment of the same standard.
50. The Security deposit amount shall be refunded (without any interest) to the Contractor on completion of the agreement period, subject to settlement of the outstanding dues if any.
51. The Contractor shall employ at his/her own cost and expenses sufficient and competent staff with adequate background training and experience as may be reasonably required for the fulfilment of the Contractor's obligations under the agreement and shall give their professional expert guidance and supervision to the work. The Contractor or his/her representative or his/her staff shall maintain healthy and official communication with the Mess Council, CNLU Patna appointed by the University and/or officer and if in the opinion of the University or any staff or supervisor of Contractor is found unsuitable, the Contractor shall be liable to change the staff/ supervisor forthwith. The list of Contractor's staff should be shared with the Mess Council, CNLU Patna along with their valid id cards, details of address, telephone number, etc., and should be updated on a regular basis. The University encourages the Contractor to provide equal opportunities for employment irrespective of gender, caste, socio-economic standard etc., and to ensure that there is no discrimination based on the above.
52. The Contractor shall be responsible for the discipline of his/her employees and the University's Standing Orders shall be binding on the Contractor and all his/her employees.
53. The Contractor shall provide uniforms to his/her employees employed in the dining hall at his own cost and will not be borne by the University. The uniforms should be clean and in presentable condition at all times. Washing/ Laundry charges will be borne by the Contractor. The design of these uniforms will be approved by the Mess Council, CNLU Patna / authorized officer. No employee will be allowed to enter any part of the dining hall premises if not in uniform.
54. The employees of the contractor shall be in the employment of the Contractor only and not the University and the Contractor shall be solely responsible for all acts of commission or omission of his/her employees and the Contractor shall indemnify the University for any loss or damage which the University may suffer due to any act of commission or omission of any of his/her employees. The Contractor shall be solely responsible for the payment of wages of his/her employees.
55. The Contractor shall ensure that the wages paid to their employees are not below the minimum wages as applicable (Central) from time to time and the University shall not be liable to bear any part of the increase, if any, in the minimum wages during the term of the contract.
56. The Contractor agrees to cover all employees engaged by them under ESI as well as EPF as per the provisions of Acts and shall submit necessary records and returns in proof of compliance with these statutory enactments to the University. The contractor further agrees to defend, indemnify and hold the University harmless from any liability or penalty which may be imposed

- by the central, state, local, or other statutory authority for any alleged violation of labour enactments or other enactments, by the Contractor.
57. In the event that the University is required under law to remit or otherwise, the University remits the contributions on behalf of the Contractor to the concerned authorities under the ESI Act and Rules, on a month-to-month basis or otherwise, then upon such remittance, the University shall have the right to recover the amounts so remitted from the Contractor.
 58. The Contractor shall fill in the requisite forms for obtaining passes for all his/her employees and submit the same to the Student Affairs Office, CNLU Patna. These passes will entitle them to enter the premises of the University. However, they will be subject to checking at any or every time of their entry or exit by the University's Security Personnel and such checking may also include physical checks.
 59. The Contractor and their employees shall obtain a medical certificate of their fitness from an MBBS Doctor/Registered Medical Practitioner. The employees should be free from any contagious diseases. Also, when called upon by the University, subject themselves to a medical examination by the Medical Consultant of the University. Any employee of the contractor who found COVID positive or found positive with any contagious disease/s shall be the responsibility of the contractor outside the University premises.
 60. On the Contractor observing all the terms and conditions as stated hereinabove faithfully, the University agrees not to revoke or terminate the signed agreement at any time prior to the expiry of the period of one year. In case, the Contractor fails to perform or observe any covenant or condition of the signed agreement on or before the said date, then at any time the signed agreement shall be terminated by the University by giving at least 30 days' notice in writing to the Contractor. The notice terminating the signed agreement shall be deemed to have been duly served if delivered personally or by post to the Contractor or if pasted on the outdoor of the said premises. The Contractor on his part may terminate the contract agreement subject to conditions mentioned under Special Conditions in the signed agreement by giving at least 30 days' notice in writing to the University.
 61. All items/ingredients required by the Contractor for the preparation of food and other approved items are to be purchased by the Contractor. All items/raw materials purchased will have to conform to the quality standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/brands bearing the mark "AGMARK" or "ISI", or "FSSAI" as applicable. All materials required by the Contractor for the preparation of food, and raw materials purchased will have to conform to the known standards/brands and specifications as laid down by CNLU PATNA and suggested by the Mess Council, CNLU Patna from time to time.
 62. The Contractor shall raise an invoice on monthly basis i.e., before 7th of every month duly certified by respective warden. The payments due against the invoice shall be credited within 10 working days of the receipt of invoice (subject to correctness of invoice).
 63. The Contractor shall be wholly responsible for payment of any and all taxes/cess that are applicable including but not limited to commercial property tax, goods and service tax, sales tax, service tax duties, Swatch Bharat cess, and Krishi Kalyan cess under the existing or future Laws, acts, Rules, Orders, Notifications etc., issued by the Central or State Governments or any local authority, or body in respect of or in connection with supplies and that CNLU PATNA shall not be liable to pay such taxes, rates, duties, etc., whether existing or which may accrue in future. CNLU PATNA shall have no liability, in any case, to compensate the Contractor due to natural calamities or for the reasons beyond the control of the university.
 64. In case of a legal dispute arising out of or relating to this Agreement or breach, or the invalidity thereof, shall first be attempted to be settled by discussions. If the same is not resolved through

mutual discussions, then the same shall be referred to the mediator and then to arbitrator nominated by the Vice-Chancellor, CNLU PATNA. The decision of the Arbitrator shall be final and binding on both the parties. All disputes are subject to Patna jurisdiction only.

65. The University will hand over the existing kitchen equipment, infrastructural set-up and utensils to the Contractor in a serviceable condition at the commencement of the agreement. Further, the expenditure on maintenance and repair/replacement of any unserviceable kitchen equipment within the agreement period shall be borne by the Contractor.
66. Any request from the Contractor to increase the agreed price as per the current contract will be subject to the sole discretion of the University based on recommendations of the Mess Council, CNLU Patna. However, such requests shall not be entertained in the first year of the contract.
67. The Contractor shall provide the customers' facility for digital payment via BHIM App digital wallets, credit/debit card etc. The firm shall ensure to follow all SoPs and COVID specific guidelines, if any, during its operations.
68. The Licensee/his employee/his nominee may stay overnight at the university campus, as permitted for a period of time.
69. While the cooking can be conducted in one of the messes, the two dining-messes are operational for students count as mentioned in financial bid, serving similar menu.
70. The Contractor will assign a dedicated on-site F&B Manager who will be present during serving of all meals. He should have a provision for reliever as well for week off or any leaves.
71. If a resident or student on the roll of the university has not signed up for a given meal, he/she can take the meal on a payment basis, if so desired.
72. The Contractor shall not bill the subscribed student for such meal who has not taken service of the same, provided that a percentage (%) of the cost of meal may be charged towards service charge where such percentage shall be decided on mutual acceptance between the contractor and the Mess Council, CNLU Patna. Further, Rebate for maximum 15 days (minimum 3 days at a stretch) in a semester excluding semester break on account of whole meal or part thereof i.e., breakfast, lunch, evening snacks and dinner shall be available to the subscribed students only if the concerned student informs the Supervisory staff of Mess through the Hostel Warden minimum 03 (three) days in advance.
73. The Contractor shall ensure preventive maintenance of equipment and machinery is carried out regularly as per the instructions of the manufacturer.
74. The Contractor shall ensure that there is a pest control program available & pest control activities are carried out by trained and experienced personnel. Check for records.
75. The Contractor shall ensure that Food handlers are equipped with suitable clothes e.g., uniform, aprons, gloves, headgear, etc.; wherever necessary.
76. The Contractor shall ensure no meat and vegetables, older than 3 (three) days are used for cooking and should strictly adhere to FIFO (First In First Out) for ingredients and raw materials management. Further, it shall ensure that bread packet once opened shall be used on the same day and not to be used for any other purpose by any form of modifications and not on the next days.
77. The Contractor shall provide special foods (khichadi, fruits, etc.) to sick students as prescribed by the university appointed doctor.
78. Weekly cleaning of the kitchen should be ensured by Contractor including of cleaning of trapped grease and oil in exhaust fans/ducts, cooking areas and wall corners.
79. Any equipment brought by the Contractor into the hostel premises must be registered with the Office of CNLU Patna / Respective Hostel Warden.

SECTION D

FINANCIAL BID

1. The bidder is to acquaint himself with the scope of work, all terms and conditions, facilities provided by the university & penalty details etc. of the tender document before quoting the rates.
2. As provided in the format (FORM – E), the bidders will have to quote the price for the student strength of 650 nos. L-1 firm shall be decided on the basis of the lowest rate offered for providing food service above the estimated MRC.
3. The quoted daily rate should be inclusive both capital and operation cost as well as applicable taxes that is the rates shall be inclusive of fuel, cost of procurement of rice, wheat and all other provisions, vegetables, fruit, unloading and loading, transportation, storage, all statutory taxes including service tax, duties and levies etc., per student.
4. The bidders are to strictly adhere to the minimum wages (including VDA), ESI, EPF & any other statutory requirement under the prevalent rules applicable for Area (where the university is located) prescribed by Government of Bihar and Central Ministry of Labour and Employment, Govt. of India. Under no circumstance, the rates payable to manpower being deployed shall be lower than the prescribed rates.
5. No ambiguity shall be there in the quoted price and the rate must be as per the price bid format (FORM E). Conditional offer or the proposal not furnished as required above shall be considered as non-responsive and is liable to be rejected.
6. In case, more than one bidder is identified as L1, such bidders shall be asked to submit sealed revised offer. But the revised offer shall not be higher than the price quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer. It is mandatory for the bidders in tie to give revised offer. In case any bidder declines to give the revised offer then, it shall be treated as withdrawal of his tender before acceptance and 50% of the earnest money shall be forfeited.
(If the revised offer is again found to be equal, the lowest tender, among such bidders, shall be decided by draw of lottery in the presence of bidder and tender scrutiny committee).

ANNEXURE – I
List of Supportive Documents

S. No.	Parameters	Mandatory Requirement Yes/NO
1.	a) Experience of having successfully run the Catering services during the last Five years as on 31 Aug. 2022 b) Bidder should have successfully completed at least three contracts of minimum one year duration for providing catering services in the last five years as on 31 Aug. 2022 (Contract/Award letter should be provided for three clients)	
2.	Average Financial Gross Turn-Over (Form G), as per Sec.–A, Rule 1.6	
3.	a) Training Certificate of team of trained personnel from any hotel management or such equivalent institution b) Training Certificate of workers (selected for providing mess service) from any training/institutes of worker c) Method of induction of workers for providing mess services in your business organisation (Supporting documents to be signed, stamped, scanned and attached)	
4.	a) Professionally qualified Catering Chef / Cook for Cooking dishes mentioned under Annexure – III & IV b) Experience of running HACCP certified kitchen c) Financial Solvency Certificate from Bank of Rs. 23.00 lakhs (Rupees Twenty-three lakhs Only). – 3 marks and Additional one mark (max. 2) will be given for every Rs.5.00 Lakhs solvency certificate over and above minimum requirement of Rs. 23.00 Lakhs. (Supporting documents to be signed, stamped, scanned and attached)	
5.	Performance Certificate for each work (of at least 1 year duration) completed in the last five years and it should be certified by responsible person(s) from the concerned organization(s). The bidder should provide a minimum of Two Performance reports for contracts successfully completed in the last five years (As on 31 August 2022).	
6.	Bid Submission Performa (Form A) List of Past/Present client (Form C) Non-Relation Certificate (Form D) Bid Security Declaration (Form F) Non-Blacklisting, Non-Debarring Declaration (Form H)	

ANNEXURE – II**Evaluation Criteria for Mess Value added Service**

Sr. No.	Assessment criteria	Max. marks
1.	Feedback from the Two clients (One shall be IIM or IIT or a Centrally Funded Institution) (Selected by the Students' Mess Committee, CNLU from the List provided in Form C) A) Prompt Response from caterers B) Punctuality in duty and Incident of indiscipline, abuse and negligence by Mess staff, etc. C) Quality of Food D) Quantity of Food E) Safety operation F) Health and Hygiene and cleanliness G) Compliance of Labour Laws H) Waste management operations at the site I) Food Serving System and crowd management J) Complaint Handling	100
2.	Worker to Student Ratio (To ensure smooth services) (Supporting document to be attached)	10
3.	System of handling of complaints/feedbacks/ suggestions by the Manager/supervisor at the site (Supporting documents to be attached)	10
4.	Record-keeping and database system (To ensure attendance of students availing facility and to provide "Add-On Meal") (Preferably software – based) (Supporting document to be attached)	20
5.	Management Staff (including Chef/Cook) who Will be Physically Available at Site. (Briefly explain their role, experience and qualification) (Supporting documents to be attached)	20
6.	Technological add on (App based food Booking for Extra items) (Supporting document to be attached)	10
7.	Experience in the centrally funded educational institutions under higher education (3 Points for 5 Years, 5 Points for 6 years, 1 for additional one year beyond 6 years (Based on Sec.– A, Rule 1.5)	10
8.	Compliance to Annexure – I (10 points each for S. No.– 1, 2, 5, 6; and 15 points each for S. No.– 3, 4)	70
9.	Total Provisional Marks	250
10.	Presentation (is must) by shortlisted bidders (<i>clearing minimum cut-off marks in each of the particulars mentioned above</i>)	50
11.	Total Final Marks	300

ANNEXURE – III**MESS MENU (REPRESENTATIONAL)**

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	MORNING TEA - 06:30 AM – 09:15 AM						
	BREAKFAST						
	Hot Milk	Hot Milk	Hot Milk	Hot Milk	Hot Milk	Hot Milk	Hot Milk
	Cornflakes	Cornflakes	Cornflakes	Cornflakes	Cornflakes	Cornflakes	Cornflakes
E	Aloo Paratha	Uttappam	Bread Sandwich	IDLI	Paav Bhaji	Gobi / Pyaz Paratha	Bhature
O		Poha	Bread + Butter / Jam	Urad Vada	Chhole Kulche	Sattu Parantha	Masala Dosa
	Curd	Sambhar + Coconut Chutney	Tomato Ketchup	Sambhar + Coconut Chutney		Chutney	Chhole / Sambhar + Mungfali Chutney
	Egg / Banana (Big Size)	Egg / Banana (Big Size)	Egg Omelette / Mix Fruit	Egg / Banana (Big Size)	Egg / Banana (Big Size)	Egg / Banana (Big Size)	
	Sprouts (not mixed already)	Sprouts (not mixed already)	Sprouts (not mixed already)	Sprouts (not mixed already)	Sprouts (not mixed already)	Sprouts (not mixed already)	Sprouts (not mixed already)
	LUNCH						
	Plain Roti	Plain Roti	Plain Roti	Plain Roti	Plain Roti	Plain Roti	Plain Roti
	Tamarind Rice	Fried Rice	Plain Rice	Jeera Rice	Rice	Khichdi	Plain Rice
	Masoor Dal	Dal Tadka	Arhar (Tuar) Dal	Channa-Dal Tadka	Urad Dal	Boondi - Raita	Dal Miloni
	Seasonal Green Veg.	Manchurian	Chicken Butter Masala / Paneer Butter Masala	Veg. Kofta	Kadai Paneer / Kadai Chicken	Mix Vegetable, Aaloo / Baigan Bharta	Aloo Bhujjiya
	Salad	Salad	Salad	Salad	Salad	Salad	Salad
	Chutney	Lemon Slices pickle	Chutney	Mix Veg Pickle	Chutney	Mango Pickle	Chutney
		Masala Papad		Fryums		Papad	Dahi Vada

<i>Week</i>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	SNACKS						
E	Chura Badam Fry	Pasta	Bread Pakoda + Tomato Sauce	Samosa + Chutney	Dahi Bade	Noodles	Chilli Potato
O	Jhal Muri Mixture	Maggie	Veg. Cutlet + Tomato Sauce	Kachori + Chutney	Golgappe	Chowmein	Branded Biscuit
	Lemon Tea	Rasna – Mango	Lemon Tea	Rasna – Orange	Tea	Coffee	Tea
	DINNER						
	Plain Roti	Poori	Plain Roti	Poori	Plain Roti	Trikona Parantha	
E	Plain Rice	Veg. Matar Pulao	Plain Rice	Veg. Fried Rice	Plain Rice	Jeera Rice	Paneer Biryani / Chicken Biryani
O	Plain Rice	Kashmiri Pulao	Plain Rice	Onion Fried Rice	Plain Rice	Dhaniya Pudina Rice	Mushroom Biryani / Egg Biryani
	Rajma	Dal Fry	Dal Dhaba	Arhar (Tuar) Dal	Besan Kadhi	Dal Makhani	Veg. Raita
	Seasonal Vegetable	Fry Mix Gobi Veg.	Palak Saag / Laal Saag (Red Spinach)	Dum Aaloo	Aloo Bhujia	Aloo - Channa Rasedar Sabji	Mishti Dahi
E	Gulab Jamun	Sabudana Kheer	Fruit Custard	Sooji Halwa	Jalebi		Ice-Cream (Choc. / Vanilla)
O	Rasogulla	Plain Kheer	Boondi Sev	Sewai	Balu Shahi		Ice-Cream (Butter scotch)
	Salad	Salad	Salad	Salad	Salad	Salad	Salad
	Mango Pickle	Mix Veg Pickle	Pickle	Fried Mirchi	Dhaniya Chutney	Lemon Pickle	Pickle

In the above menu table, ‘E’ stands for “Even Week” and ‘O’ stands for “Odd Week”. Students will be allowed to take either Veg. or Non-Veg. item only, however, s/he may take both on the payment basis. The final weekly menu for a period of at least one month will be decided from time to time and shall be informed to the Contractor at least one week in advance. It is to be noted that on some days the menu pattern may be different from the sample menu indicated above (e.g., when there are days with south Indian dishes or

Chinese dishes) or special menu on account of festivals. All items (when served) will be unlimited quantity unless specified and the quantity for which has been indicated in the table below.

Special menu shall be decided separately for Special Dinner/ Dinner Nights, to be held once in the last days or week of each month, and different rate of payment shall be decided with the selected contractor adjusting the price with dinner meal with the Mess Council, CNLU Patna. The dishes (representational) for such dinners may include items like; Butter Naan, Tandoori Roti, Chili Rice, Mix Fry Veg., Pastry (50-70 g), etc.

SPECIFIC DETAILS OF MENU

BREAKFAST

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUANTITY DETAILS</u>	<u>ADD-ON* PRICE (In Rs.)</u>	<u>COMMENTS</u>
Hot Milk	Limited	200 ml		
Cornflakes	Limited	01 Bowl (60 g)		
Egg	Limited	01 piece	01 pc.:	
Omelette	Limited	01 egg each	01 egg: 02 eggs:	02 eggs shall be made available on demand, noting, as per price difference.
Banana	Limited	02 pc. (Big Size)	01 pc.:	(9 -14 cm long) Equivalent to Singapuri Kela
Mix Fruit	Limited	Equivalent to 02 Bananas		Seasonal Fruits (Apple, Papaya, Mango, etc.)
Bread	Limited	06 Slices		
Sandwich	Limited	06 Slices		Grilled Sandwich with vegetable stuffing not less than 75 grams
Butter / Jam	Limited	10-20 gram		
Idli	Limited	06 pcs. (50 gram each)		
Urad Vada	Limited	04 pcs. (50 gram each)		
Paratha	Limited	02 pcs. (150 gram each)		At least 15 cm in diameter
Kulche	Limited	03 pcs. (50 gram each)		At least 45 cm in perimeter
Bhature	Limited	03 pcs. (150 gram each)		
Masala Dosa	Limited	02 pcs. (150 gram each)		
Curd	Limited	50 gram		Minimum Density must be 1.5 kg/litre
Chhole	Unlimited			
Sambhar	Unlimited			Pulses must be enough; Minimum Density must be 1.25 kg/litre

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUANTITY DETAILS</u>	<u>ADD-ON* PRICE (In Rs.)</u>	<u>COMMENTS</u>
Chutney (Including Coconut & Mungfali)	Unlimited			
LUNCH AND DINNER				
Plain Roti	Unlimited Well Baked	One usually takes around 4 pcs.	1 Roti –	At least 15 cm in diameter made from Wheat Flour only. No Maida.
Butter Roti	Be Available with Roti	As demanded (Unlimited)	Price Diff.# –	
Any Sabji / Bhujia	Unlimited			
Any Dal	Unlimited			Minimum Density must be 1.4 kg/litre
Any Rice	Unlimited			
Parantha	Unlimited			At least 12 cm each side
Poori	Unlimited			At least 10 cm in diameter
Pulao / Biryani	Unlimited			
Chicken (in Biryani)	Limited	02 pieces Chicken	01 Leg Pc.: 01 Normal Pc.:	Serve; 01 Leg piece & 01 normal piece
Egg (in Biryani)	Limited	02 pieces egg	01 egg:	
Chicken (in Lunch)	Limited	03 pieces Chicken	01 Pc.:	With min. 100g gravy
Paneer (in Lunch)	Limited	50 grams & 250 g. with gravy		
Paneer / Mushroom (in Biryani)	Limited	50 grams		
Any Papad / Fryums	Unlimited			
Mix. Salad	Unlimited			(Cucumber, Beet Root, Carrot, Onion)
Pickle / Peeper / Salt / any Chutney	Unlimited			
Veg. Kofta	Limited	04 pcs.		
Mishti Dahi	Limited	Min. 100 grams		Density must be more than 1.4 kg/litre
Gulab Jamun / Rasogulla	Limited	Min. 50 grams		
Jalebi	Limited	Min. 75 grams		
Any Kheer / Sewai	Limited	Min. 75 grams		Plain or Sabudana
Sooji Halwa	Limited	Min. 60 grams		
Fruit Custard / Boondi Sev	Limited	Min. 100 grams		
Balu Shahi	Limited	Min. 50 grams		

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUANTITY DETAILS</u>	<u>ADD-ON* PRICE (In Rs.)</u>	<u>COMMENTS</u>
Ice-Cream	Limited	40 – 50 ml		(Negotiable)
Extra Item Veg.	Once per meal	Registered members only		As per weekly list of extra items
Extra Item Non-Veg.	Once per meal	Registered members only		As per weekly list of extra items
Extra Item Breakfast	Once per meal	Registered members only		As per weekly list of extra items
SNACKS				
Veg. Cutlet	Limited	Min. 55 grams each; 04 pcs.		With Ketchup / Chutney
Bread Pakoda	Limited	Min. 75 grams each; 02 pcs.		With Ketchup / Chutney
Samosa / Kachori	Limited	Min. 65 grams each; 02 pcs.		With Ketchup / Chutney
Golgappe	Limited	05 pieces		With Imli Paani
Dahi Bade	Limited	Min. 95 grams		
Noodles / Chowmein	Limited	Min 150 grams		After cooked (Weight)
Chura Badam Fry / Jhal Muri Mixture	Limited	Min. 95 grams		
Branded Biscuit	Limited	01 Packet (Min. 70 grams)		
Pasta / Maggie	Limited	Min. 150 grams		After cooked (Weight)
Rasna	Unlimited			To be provided in disposable paper cups or paper glasses. No usage of Plastic cups or glasses.
Lemon Tea	Unlimited			
Coffee	Limited	Minimum 60 ml		
Tea	Limited	Minimum 70 ml		

* Add – On Price shall be provided by the bidder while bidding the financial bid of tender.

The difference of Price between Plain Roti and Butter Roti to be clarified & the price difference between both shall only be collected separately as Add-on price.

Place:

Signature of the Contractor
(With Date and Time)

Name of the Firm & Address

OFFICIAL SEAL

ANNEXURE – IV**List of Extra Items**

The items and their indicated Rates are purely representational. The final item list and prices may differ based upon a mutual acceptance between Mess Committee and the Caterer.

Meal	Dish	Quantity	Rate (INR)
Breakfast	Oats	100 grams	10
	Daliya	100 grams	10
	Rava Dosa	01 pc.	10
	Chocos	100 grams	15
	Oats Dhokla	100 grams	10
	Paneer Bhurji	100 grams	15
	Bread Omelette	01 pc.	15
	Tomato Omelette	01 pc.	10
	Indian Spiced Omelettes	01 pc.	10
	East Indian Scrambled Eggs	100 grams	15
	Lachha Paratha	01 pc.	15
	Paneer Toast	01 pc.	15
	Appam with Veg Stew	01 pc.	15
		100 grams	
Lunch & Dinner			
	Non – Veg.		
	Chicken Sukha	– do –	30
	Chicken 65	– do –	30
	Chicken Handi	– do –	30
	Chicken Xakoti	– do –	30
	Chicken Koliwada	– do –	30
	Chicken Kolhapuri	– do –	30
	Chicken Hyderabad	– do –	40
	Chicken Lollipop (4 pcs)	– do –	40
	Fish Fry + Curry	– do –	40
	Mutton	– do –	40
	Egg Masala	– do –	25
	Veg.		
	Paneer Belle-Pepper	– do –	40
	Paneer Manchurian	– do –	35
	Veg crispy	– do –	30
	Gobi Manchurian	– do –	25
	Chilly Paneer Dry	– do –	30
	Paneer Tikka	– do –	35
	Veg 65	– do –	30
Sweets / Dessert	Rasmalai	02 pcs.	25
	Raj Bhog	01 pc.	10
	Shrikhand	70 gram	10

The Contractor is free to add any items in the list of extra items (but indicated above are must) after taking prior approval for such items and its price from the concerned Students' Mess Committee, CNLU Patna.

Note: Please attach extra sheet for the items that you can provide. Rates quoted are expected to be below MRP, wherever MRP is relevant. For other items prices may be as economical as possible.

ANNEXURE – V**Penalties\Fine**

Violation	Penalty / Fine ; per complaint (Rs.)
Non-availability of complaint registers on the counter	2,500/-
Discouraging students from registering complaints	5,000/-
Cockroaches, flies, insect etc., in cooked food	10,000/-
Usage of spoiled/stale food ingredients e.g.: rotten Vegetables, infected grains, expired items.	5,000/-
Poor maintenance of the mess area	10,000/-
Unwarranted direct indulgence with Students' issues/politics/internal affairs.	10,000/-
Presence of unwanted items in food like; hairs, stones	3,000/-
Presence of harmful items like; blade, glass, metal wires, nails, Pieces of plastic, etc.	10,000/-
More than Five complaints of unclean utensils in a day	3,000/-
If Students' Hostel and Mess welfare committee in consultation with students in present mess agrees that certain item of a meal was not cooked properly / overcooked / extra spicy / extra oily	5,000/-
Food Poisoning (Due to Poisonous Chemical – diluted and hazardous insects like lizard, snakes, scorpions, if found)	Forfeiture of PBG and Cancellation of Contract.
Consumption or possession of Alcohol/tobacco/banned substances	50,000/- cancellation of contract and shall be liable as per the provisions of the IPC, 1860 and local laws.
Non adherence to the timings mentioned in the tender or decided with the respective Mess Committee	3,000/-
Changes in menu of any meal	5,000/-
Changes in menu due to any mess equipment being defective / out of sorts for more than 24 hrs	5,000/-
If the quality of dairy items is not found to be appropriate, or it is diluted.	7,000/-
Inappropriate personal hygiene of workers including their dress code / proper use of hair mask, face mask and hand gloves (is compulsory)	10,000/-
Misbehaviour by workers	5,000/-
Using / storing brands not mentioned in the contract	10,000/-
Use of spurious/duplicate brands, goods or accessories in preparation / presentation	10,000/-
Damage to University infrastructure over and above cost of repair / replacement (which shall be levied extra)	5,000/-
If food gets over (and has not been prepared again as per requirement) during the scheduled meal time	5,000/-
If fruits, salad and eggs provided in the breakfast are not fresh or stale	5,000/-
Non usage of RO filtered water (available near the mess and dining area) for washing vegetables and processing foods and related thereto	15,000/-
Non-Attending of monthly meeting of the mess committee by the caterer or his representative.	15,000/-
Not adhering monthly pest control, hygiene and cleanliness	5,000/-

Note: First violation of rule implies fine as per the above table. Second and subsequent violation of the same rule within 15 days will imply fine triple the initial amount of fine or termination of contract.

ANNEXURE – VI**List of Permissible brands**

<u>ITEMS</u>	<u>BRANDS</u>
Salt(+f only)	Tata, Aashirvaad, Annapurna
Grind Spices (Including Chilli powder, Turmeric powder, Coriander powder, Cumin Powder, White pepper powder, Asafoetida)	M.D.H., Badshah, Everest, Ramdey, Catch
Whole Spices (Bay Leaf, Aniseed, Cardamom, Carom Seed, Cinnamon, Clove, Coriander seeds, Fenugreek, Brown Mustard seed, Sesame, Fennel Seed, Star Anise, Black pepper, Kasoori Methi)	Brand approved by FSSAI
Other Spices (garam masala, gravy masala, meat-chicken-fish masala,pavbhaji, sambhar masala, dabeli masala,chat masala)	M.D.H., Everest, TATA, Sampann, Badshah
Ketchup	Maggi, Kissan, Heinz, Funfood
Refined Oil (Sunflower) (+f only)	Fortune, Dhara, Sundrop, Saffola (Use of Hydrogenated Vanaspati oil is prohibited)
Pickle	Nilon's, Top, mother's
Instant Noodles	Maggi, Yippie
Instant snacks	Gits, uttam, MTR
Instant soup	Chings, knorr
Maida	Uttam, Kitchen King, MTR, Ashirvad
Besan	Rajdhani, Tata, MTR, Ramdev
Namkeen	Haldiram's, Balaji, Bikaner
Baking soda	Weikfield, Crown
Baking powder	Funfoods, Weikfeild, Cadbury
Coconut powder	Maggi, Patanjali
Olive oil	Oleev Active, Figaro, Borges, Borilla
Noodles, pasta, macroni	Chings/Barilla, Funfoods, Borges, Weikfeild, Bambino
Fruit crush/pulp	Mapro, Mala's , Guruji
vinegar	Chings, Funfoods
Chili / soya sauce	Chings, Funfoods, weikfeild
Choco powder	Amul, Cadbury, Funfoods, Hersheys
Chocolate health drink	Bournvita, Boost

Flavoured drinks	Rasna, Roohafza, Tang, Mapro
Papad	Lijjat, Chaudhary, Haldirams
Butter	Amul, Mother dairy, Britannia
Bread	Britannia, Moreish, Modern, Kwalitiy, Amul, Bonn
Cornflakes	Top's, kellogg's, Bagrry
Jam	Kissan, Nestle, Maggi, Tops, Mapro, Druk
Ghee	Amul, Mother Dairy, Sudha, Patanjali, Everyday, Britannia, Govardhan
Frozen yogurt	Amul, Mother dairy
Cow Milk (+F and Single toned Only)	Amul, Sudha, Raj fresh, Mother Dairy, saras
Paneer	Amul, Mother Dairy, Saras, Nandini
Tea	Marvel, Taj Mahal, Red label, Brook Bond, Lipton, Wagh-Bakri
Coffee	Nescafe, Bru, Sunrise
Ice Cream	Amul, Vadilal, Kwalitiy Wall, Creambell, Havmor
Soya	Nutrella, Fortune
Frozen Peas	Safal (offseason), Keventer, Al kabeer
Cheese	Amul, Britannia, Mother Dairy
Basmati Rice (+f only)	Sarveshwar, Daawat Rozana, India gate, Kohinoor, Fortune
Custard Powder	Brown & Polson, Pillsbury, moments
Shrikhand	Amul, Vipul Dudhiya (local brand)
Kolum rice	Royal, Donur
Chicken, mutton, fish, egg	Fresh and good quality, Sources proposed by Contractor, approved by the committee
Atta (+f only)	Aashirvaad, Annapurna, Pillsbury
Pulses	Sources proposed by Contractor, approved by committee
Rice	Sources proposed by Contractor, approved by committee
All Non branded items	As decided by the committee

(+F indicates fortified products approved by FSSAI)

NOTE: Using brands except the above listed ones is strictly prohibited.

The Committee mentioned above in table is the Students' Hostel and Mess Welfare Committee.

Note: The Contractor may use brands (FSSAI/ISI/AGMARK approved) other than the mentioned only if considered as equivalent and permitted by the committee in writing. Further, in special rare cases due to wholesale/ retail market factors outside the control of the Contractor, the Contractor may request to use alternate brands for one or two meals on emergency make-shift basis to a designated supervisory staff and the mess committee. These brands may be used as approved on case-to-case basis for limited number of meals only.

ANNEXURE – VII**List of Kitchen Equipment to be made available at the Hostel Mess**

Sr. No.	Item Description	Mess	Quantity
1.	Receiving Area		
	SS Rack (1200mm x 600mm x 1800mm)	Each	1
2.	Store Area		
	MS Slotted Angle Rack - 3 Tier (1050 x 600 x 1800mm)	Each	4
	Bins (450 x 500 x 600mm)	Each	4
	Onion Bin (900 x 500 x 750mm)	Each	1
	MS Slotted Angle Rack - 5 Tier (900 x 450 x 1800mm)	Each	10
	MS Slotted Angle - 5 tier (600 x 450 x 1800mm)	Each	1
	Platform Trolley (900 x 600 x 1000mm)	Each	2
3.	Veg Preparation Area		
	Industrial Mixer	Each	1
	2 Door Vertical Refrigerator (600 x 600 x 1950mm)	Each	1
	Large Deep Freezer – 550 litres	Each	1
	Work Table (1700 x 600 x 850mm)	Each	2
	Potato Peeler - 10kg	Each	1
	Work Table with 2 U/s - (1750 x 600 x 850mm)	Each	1
	Dough Kneading Machine - 20kg	Each	1
	Semi-Automatic Chapati making machine	Each	1
	Idli's Steamer	Each	1
	Semi-Automatic Samosa/Kachori/Panipuri making machine	Each	1
4.	Dish Wash Area		
	3 sink unit - (1900 x 750 x 650mm)	Each	1
	Jet Spray	Each	3
	Pot Rack (1100 x 600 x 1500)	Each	2
5.	Serving Area		
	Hot Bain Marie Counter with Tray Rail (2100 x 650 + 300 x 850mm)	Each	2
	Chaffing Dish	Each	4
6.	Miscellaneous		
	Insect Killer	Each	6
	Air Curtain	Each	2
	Hot Water Geyser	Each	1

Note : The kitchen equipment indicated above includes some representational equipment and those shall be provided as per the specific requirement of the selected Contractor.

FORM – A**(To be printed/provided in the letter head)****Tender No.** _____**Date:** _____

To,
The Registrar,
Chanakya National Law University, Patna
Nyaya Nagar, Mithapur, Patna – 800001.

Respected Sir,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said Schedule and agree to hold this offer open till 31st August, 2023.
2. I/We have understood and complied with Eligibility and experience of the bidder as Section A, General Terms and Conditions as Section B and Scope of Work, Operational Terms and Conditions as Section C and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following number of pages has been added to and form part of this tender:
4. I, hereby, submit Tender in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Tender Form thoroughly and understood the contents. Further, I hereby agree to abide by the Terms and Conditions stipulated by CNLU Patna from time to time during the operation of my business on award of License for the same.

Yours Sincerely,

OFFICIAL SEAL**Signature of Bidder:** _____
(With Date and Time)**Name of the Bidder:** _____

FORM – B**(To be printed/provided in the letter head)**

Tender No. _____

Date: _____

CHECK – LIST

Sr. No.	Particulars	Details / Particulars	Page No.
1.	Particulars of the Firm		
	a) Name of the Firm		
	b) Status (Prop. / Pvt. Ltd. / Partnership firm etc.)		
2.	a) <u>Firm Permanent Address (with PIN Code)</u>		
	b) <u>Firms Local Address with Contact no.</u>		
	c) Mob. No. /Landline No.		
	d) E-Mail ID		
	e) Fax No.		
3.	<u>Official, with Mob, Landline No. & E-Mail</u>		
	a) Owner		
	b) Proprietor		
	c) Director / CMD / MD		
	d) Local Manager		
4.	<u>Registration with Dates & Validity</u>		
	a) Firms own Registration (Incorporation Certificate No.) & Date		
	b) GST Registration No.		
	c) FSSAI No., As Applicable		
	d) EPF Registration No. (If Applicable)		
	e) ESI Registration No. (If Applicable)		
	f) ISO Certification (9001-2015)		
	g) PAN No.		
	h) TAN No. (If Applicable)		
	i) Any other Service Specific Registration No.		
	j) Valid License (s) for business		
	k) Labour License Details		
5.	<u>Financial Information</u>		
	a) Bid Security Declaration Form (BSDF)		
	b) MSME Reg. No with Validity (If Applicable)		
	c) Gross Annual Turnover (Rs 1.75 Crore) Duly Certified by CA (Form F)*		
	i) Financial Year 2017 – 18		
	ii) Financial Year 2018 – 19		
	iii) Financial Year 2019 – 20		
	iv) Financial Year 2020 – 21		
	v) Financial Year 2021 – 22		

	d)	Balance Sheets (Duly Certified by CA)*		
	i)	Financial Year 2017 – 18		
	ii)	Financial Year 2018 – 19		
	iii)	Financial Year 2019 – 20		
	iv)	Financial Year 2020 – 21		
	v)	Financial Year 2021 – 22		
6.		<u>Experience*</u>		
	a)	Since When this Service started (i.e., Date of Reg. / Incorporation Certificate with Date		
	b)	Mandatory Experience: 03 Yrs. (2019-20, 2020-21 and 2021-22) Three contracts from three client need to attach Herewith		
	c)	Performance certificate for 02 Yrs. (2020-21 to 2021-22) (Duly issued by client need to attach)		
		List of Past and Present client as per Form C		
7.		<u>Resource Held with the Firm (if Applicable)</u>		
	a)	Worker – Student Ratio		
	b)	Key Managerial		
8.		<u>Legal Aspects</u>		
	a)	Affidavit w.r.t. Non-Blacklisting, Non-Debarring (Form G)		
	b)	Work Suspension: for more than Six months, If Any		
	c)	Conviction by Court & its Status, If Any		
	d)	Litigation and its Status, If Any		
9.		<u>Bank Details</u>		
	a)	Bank Name		
	b)	Branch Name		
	c)	Account No.		
	d)	IFSC Code		
	e)	Cancelled cheque duly signed & stamped by Authorized signatory & attested by Bank Authority for NEFT/Bank Transfer.		
10.		<u>Format to be Submitted</u>		
	a)	Bid Submission Performa (Form A)		
	b)	Non-Relation certificate (Form D)		
	c)	Bid Security Declaration (Form E)		
	d)	Financial Solvency Certificate from Bank		
11.		<u>Document in respect of Annexure – II</u>	Yes / No	
12.		<u>Any other information</u>		

* Details shall be provided as per rules prescribed under Section A, B, C & D of the tender.

Note: This form shall be completed by the Contractor and Supporting Documents, Copies of Various Registrations be attached duly Authenticated with total Clarity and without any ambiguity.

FORM – C**(To be printed/provided in the letter head)**

Tender No. _____

Date: _____

PROFORMA FOR BIDDER PAST AND PRESENT SERVICES (SIMILAR)

Sr. No.	Name of Contract	Name of Clients	Annual Cost of Contract	Contract Commencement Date	Period of Contract	Name, Address & Tele No. of Officer to whom reference may be made	Attach copies of Work Orders
(a)	(b)	(c)	(d)	(f)	(g)	(h)	(i)
Contracts Completed							
Ongoing Contracts							

I/We certify that the above information is/are at the best of our knowledge and nothing has been concealed.

Note: Above form shall be filled in reference to Rule 1.3 under Section-A and must be supported by Authentic Documents. For e.g., Work Orders, Completion Certificate and Performance remarks from the Clients etc.

*(Signature of the Executive Head
(Senior Level Officer) with Official Seal)*

FORM – D**(To be printed/provided in the letter head)****Tender No.** _____**Date:** _____**PROFORMA CERTIFICATE FOR “NO RELATION” WITH CNLU PATNA EMPLOYEE**

This has reference to our proposed contract for “Providing Mess Catering services at CNLU Patna On Rate contract” to be entered into with Chanakya National Law University, Patna.

- (i) I/We am/are not a blood relation of any key managerial person or any employee or any member of Governing Bodies of CNLU, PATNA.
- (ii) I/We am/are not a relative of any key managerial person or any member of Governing Bodies of CNLU, PATNA.
- (iii) We are not a firm in which any key personnel or any member of Governing Bodies of CNLU, PATNA or his/her relative is a partner;
- (iv) I/We am/are not a partner in a firm in which any key managerial person or any member of Governing Bodies of CNLU, PATNA or his/her relative is a partner.
- (v) I/We further affirm, if anything stated above found to be false during the period (including extension) of the contract, then for such breach of conditions, I/We shall be liable to pay Rs. 50,00,000/- (Rupees Fifty Lakhs only) or 25 % (Twenty-Five percent only) of total contract value (including the extended value of contract), whichever is higher, as damages to CNLU, Patna.

Place:

**Signature of the Executive Head
of the Firm / Business
(With Date and Time)
OFFICIAL SEAL**

FORM – E**(To be printed/provided in the letter head)**

Tender No. _____

Date: _____

PRICE BID FOR CNLU, PATNA

Description	Price for Regular customers in INR (figures and words)		
	Rate quoted per customer per month without GST (Rs.) (A)	Add: GST @ 5% (Rs.) (B)	Total Amount per customer per month (Rs.) (A+B) = (C)
Total Amount (Including all 4 meals namely; Breakfast, Lunch, Snacks and Dinner)			
Total Amount in (Rs.) for 650 students (650 X C) =			
Note: Bidders shall provide the bifurcation of the above quoted rates for each of the 04 meals stated above which is likely to be:			
Breakfast Rate per customer per day (Inclusive of all taxes)			
Lunch Rate per customer per day (Inclusive of all taxes)			
Dinner Rate per customer per day (Inclusive of all taxes)			
Evening Snacks per customer per day (Inclusive of all taxes)			
Total Amount per customer per day (Inclusive of all taxes) (D)			
Total (Inclusive of all taxes) (D X 30=C)			

Note: Since the university is providing space, standard fixtures, kitchen equipment and furniture for running the mess as well as facilities and amenities for mess staffs to reside at university campus, the bidders are advised to quote concessional rates commensurate with the facilities provided free of cost.

FORM – F**(To be printed/provided in the letter head)**

BID SECURITY DECLARATION
IN LIEU OF SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)**Tender No.** _____**Date:** _____

I/We. The undersigned, declare that:

I/We accept the suspension of our company/firm from bidding for any contract and/or for the future requirement of Chanakya National Law University, Patna for a period of three years from the date of notification of this tender, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity:
 - i) fail or reuse to execute the contract, if required, or
 - ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature with date:**Bidder Name:****Designation:****Organization Name:****Contact No.:****OFFICIAL SEAL**

FORM – G**(To be printed/provided on the Letter Pad of Chartered Accountant)**

This is to certify that M/s. _____ having PAN No. _____
is in the Catering business (excluding beverage and snacks services) since July 2017 as required
under Section A of Tender No. _____ and having the total turnover as under:

Financial Year*	Amount in Rs. (figures)	Amount in Rupees (words)
2017-18		
2018-19		
2019-20		
2020-21		
2021-22		

** The details shall be provided as per rules prescribed under Section A of this document.*

Average = Total / 3 = _____

It is further certified that the above-mentioned amounts have been derived from the books of accounts presented before us for the above-mentioned periods. The bank statement supporting the same where all the amounts (for the purpose of eligibility criteria) have been highlighted and the same has been attached herewith. I shall be personally liable for any wrong information as mentioned above.

Name and sign of the authorized person of the firm along with seal

Place:

Date:

FORM – H**Declaration Regarding Non-Blacklisting / Non-Debarring For Taking Part in Tender**

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

1. I / We _____ (Bidder) hereby declare that our Firm / Agency / Company namely M/s. _____ has not been Blacklisted or Debarred in the past by Union / State Government or any Non-Government organization from taking part in Government Tenders in India.

(Or)

I / We _____ (Bidder), hereby declare that our Firm / Agency / Company namely M/s. _____ was Blacklisted or Debarred by Union / State Government or any Non-Government Organization from taking part in Government Tenders for a period of _____ Years w.e.f. _____ to _____ to take part in Government Tenders. The period is expired on _____ and now the Firm/Company is entitled to take part in Government Tenders.

2. I / We _____ (Bidder) hereby declare that our Firm / Agency / Company namely M/s. _____ have neither any litigation enquiry pending and / or initiated by Union / State Government or Non-Government Organization in the Court of Law with regards to the works executed by our company since incorporation nor any FIR has been lodged against us.
3. I / We _____ (Bidder) hereby declare that the documents submitted and annexed by our Firm / Agency / Company namely M/s. _____ for the Tender/NIT No. _____ are genuine and not tampered by me / us while copying or in any manner whatsoever.
4. In case the above information found false, I / We are fully aware that the Tender / Contract shall be rejected / cancelled by the Registrar, CNLU PATNA and Performance Security Deposit (PSD/PBG) shall be forfeited.
5. In addition to the above, the Registrar, CNLU PATNA, shall not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Signature:

Full Name:

Address:

Mobile No:

PAN No.