

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

**NOTICE INVITING TENDER FOR PROVIDING DINING FACILITIES AT
THREE HOSTELS AT CUH, MAHENDERGARGH**

The Central University of Haryana proposes to outsource the catering services in mess facilities in three of its hostels for the academic year (2019-20) starting from 20th July 2019. It is proposed to engage professional caterers to provide catering services to the residents of the hostels. Details of the catering services are provided in the tender document. On behalf of the HOSTEL MANAGEMENT COMMITTEE, sealed tenders are invited from financially-sound, professional caterers, having the experience of running multi-cuisine food services in reputed institutions. The firm should have **an experience of at least 3 years in providing catering services. The tenderer must be a professional caterer. The only service providers will not be accepted.**

Tender documents and relevant details can be obtained from the office of the Member-Secretary, Hostel Management Committee, Room No. 131, New Academic Block-I of CENTRAL UNIVERSITY OF HARYANA, MAHENDERGARH-123031 HARYANA, (Phone: 8800977457, e-mail: pawantyagi@cuh.ac.in, either personally or by post, or by e-mail or may be downloaded from the University web site: www.cuh.ac.in

The agreement/ contract can be made with any two firms 1st & 2nd at the lowest rate for each of the three messes for smooth functioning and management of the mess facilities. There shall be separate contract for each mess. No service-provider shall be allotted more than one hostel mess. In case the same firm having the lowest rate for more than one mess, it will be given the choice to select one of the messes. Then L2 of the other will automatically become L1 and the tender may be allotted accordingly.

The cost of the tender document is Rs. 500/- (Non-refundable). In case the tender document is downloaded, the cost of tender document is to be submitted with the tender in the form of demand draft drawn in favour of the **Registrar, Central University of Haryana, Mahendergarh-123031. Sealed Tender must reach the office of the Member-secretary, Hostel Management Committee, Room No. 131, New Academic Block-I of CENTRAL UNIVERSITY OF HARYANA, MAHENDERGARH-123031 HARYANA, latest by 10th, July 2019 up to 5:00 PM.**

**MEMBER SECRETARY
HOSTEL MANAGEMENT COMMITTEE
CENTRAL UNIVERSITY OF HARYANA
MAHENDERGARGH-123031**

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

TENDER DOCUMENT

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

ARTICLE - I

DEFINITIONS OF TERM:

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

ARTICLE – II

TECHNICAL DETAILS

2.1 Description of Mess facilities

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

The catering services are required as per details given below:

Approx. 400 to 450 residents of Girls Hostel

Approx. 200 to 300 residents of UG boys Hostel

Approx. 300 to 400 residents of PG boys Hostel

2.2 Scope of Work-Catering

To provide Breakfast, Lunch, Evening Snacks (during exam weeks only) and Dinner to the students of the three hostels in a hygienic way. The number of students may vary due to free messing option. The scope of the work covered by the contract is broadly but not extensively described below:

- i) Cooking and serving meals – Breakfast, Lunch and Dinner.
- ii) Procurement of raw materials, as per specification decided by HMC & CUH authorities.
- iii) Managing and controls of stock and inventories, including kitchen equipments.
- iv) The contractor will render at the end of every month/quarterly an account of all items like kitchen equipments, utensils, cutlery, crockery, furniture, fittings etc given to contractor. Committee will have the right to inspect & check such kitchen equipment etc at any time.
- v) Cleaning of utensils, kitchen and service items.
- vi) Cleaning of cooking, dinning and auxiliary areas.
- vii) Quarterly reconciliation of equipments to be done.
- viii) AMC and maintenance of all the equipment will be the responsibility of caterer. Charges has to be borne by the caterer.
- ix) Deployment and supervision of required manpower for above mentioned.
- x) Check list as prescribed by FSSAI for routine inspection (Catering/Food/Service & Establishment)
- xi) All material brought by the contractor to the work site shall have to be declared at the security gate and no material shall be allowed to be taken out from the premises without proper approval.

ARTICLE – III

SUBMISSION OF BIDS

- 3.1 Bidders shall submit their offer in two sealed covers containing technical bid and financial bid separately subscribing on top of it as technical bid and financial bid, respectively as per enclosed format before or on the due date of opening of bids. Late bids will be rejected.
- 3.2 Bidders shall submit tender document fee of Rs. 500 (non-refundable) in the form of bank draft in favour of the **Registrar, Central University of Haryana, Mahendergarh** payable at Mahendergarh along with the bids in case the tender document is downloaded from University Website or obtained through electronic means. Separate applications will have to submit if any bidder wishes to apply for more than one mess, as provided in section 3.3.
- 3.3 The Earnest Money (EMD) i.e. 2% must be deposited of the estimated tender cost/annual cost in the form of a demand draft in favour of Registrar, CUH Mahendergarh along with Technical Bids. The tender submitted without Earnest (EMD) will be rejected. The estimated amount of mess-wise EMD is approximately as follows:

Girls Hostel:	Rs. 2.50 Lakhs
PG (Boys) Hostel:	Rs. 2.00 Lakhs
UG (Boys) Hostel:	Rs. 1.80 Lakhs

- 3.4 Technical bid shall be opened on 10th July 2019 at 5.00 PM. Technical presentation of the bids will be held on 11th July 2019 at 11.00 AM at Central University of Haryana, Mahendergarh. Financial bid shall be opened only for the technically qualified bidders and same shall be communicated accordingly.
- 3.5 Bidders shall quote the amount clearly in words as well as figures mentioning clearly all taxes as applicable with no cutting and overwriting.
- 3.6 The offer shall be valid for 4 months from the date of opening of technical bids.

Eligibility of Bidder: Only financially sound professional caterer with experience in running multi-cuisine food services in reputed institutions having an experience of at least 3 years in catering are eligible. The tenderer must be the caterer. Tenders from **only service provider (3rd party)** will not be accepted.

Acceptance and Rejection:

- i. The tender committee and University authority reserve the right to shortlist/reject any or all tenders and accepts the whole or any part of a tender without assigning any reason.
- ii. If the committee arrives at a decision that the rate quoted by the tenderer is too low with reference to the quality and quantity specified by the committee, the respective tenders are likely to be rejected from further consideration. The tender committee reserves the right to negotiate the prices quoted by the tenderers. The catering service contract may be split among the successful bidders for operational and other reasons, as decided by the committee and the University authorities, whose decision will be final and binding in this matter.

Part – A: Technical Bid Form

TENDER FOR RUNNING THE CATERING FACILITIES AT CUH MAHENDERGARH

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

Minimum Requirement

The firm should have an experience of at least 3 years in catering students' messes having at least 200 residents. The tenderer must be the caterer. Tenders from only service provider will not be accepted.

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

Name of the Hostel for which the technical bid is being applied:
(Please select one from section 3.3)

1. Name of the Registered Agency :

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

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

Email address of the Agency :

Website address (if any) :

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

(d) Sample Signatures of the authorized representative

Signature

3. (a) Location of the Headquarter :

b) Date of Company Incorporation :

c) Date of its Establishment :

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

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

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

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

Year	Amount (in Lakhs)

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

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

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

- Proof of experience and name of college/ school/organization worked in/ performance report.
- GST Number.
- Income Tax Clearance Certificate (last 3 years).
- Bank solvency certificate.
- Food outlet, food license labour license & catering license.
- Municipal license, shop & establishment registration, municipal certificate/license.
- FSSAI license.
- Self-declaration on the letterhead of the bidder(s) that it has never been involved in any legal case or financial frauds.

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

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

15. Any other information (current / past) in support of your professional capabilities to be supported with documentary evidence.
16. I _____ (designation) _____ of (name of the Agency) _____ hereby declare that the information provided in this bid is correct to the best of my knowledge and I shall remain responsible for any wrong information or misrepresentation of facts, if any.

SIGNATURE OF BIDDER _____

NAME OF BIDDER _____

DESIGNATION/SEAL OF THE BIDDER _____

DATE: _____ ADDRESS _____
PLACE: _____

Note:-

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

Check List for documents attached

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

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

Part – B: Financial Bid Form

TENDER FOR RUNNING THE CATERING FACILITY AT CUH, MAHENDERGARH

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

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

Name of the Hostel :
(Please select one from section 3.3)

1. Name of the Agency :
2. (a) Postal Address :

Telephone No(s) :
Email address :

(b) Name of Contact persons(s) with address :

Name and Address :

Telephone No(s) :

Email :

Mobile No. :

3. Address of the Headquarters

4. Name, Designation and contact address with telephone no. of the person authorized to sign on behalf of and responsible to the Bidding agency

5. Sample Signatures of the bidder.

Signature

6. Charges:

Sl. No.	Items	Offered rate*(Rs.) per head including all taxes
		Cost of Food
A	Breakfast	
	Lunch	
	Dinner	
	Full Day	
	Charges per month (On pro-rata basis)	

*L1 will be decided on the basis of charges per months.

*Rates per head to be quoted by caterer as per sample menu enclosed. The menu is only indicative and can be revised by the Warden /Provost in consultation with Mess Committee and Vendor.

*These prices should include all kind of material cost, labour cost, establishment and profit margin of contractor.

No extra charges will be paid and reduction of sample menu will not be entertained for providing snacks (sample menu attached) during exam weeks (~ 15 days/semester)

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

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

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

Notes

1. The quoted monthly charges are inclusive of all components including taxes and should be valid for a minimum period of one year from the date of award of contract.
2. The contract will be awarded initially for one year and may be extended for another year if the services provided by the Agency are found to be satisfactory by the University. For the extended period same rates and conditions shall apply. However, increase, if any, in the minimum wages as revised by Central Govt./Haryana Govt. may be considered by the University, on production of documentary proof by the Agency.
3. No escalation in rate would be entertained for a period of 1 year.

SIGNATURE OF THE BIDDER

DATE: _____
PLACE: _____

NAME OF THE BIDDER

DESIGNATION

OFFICIAL SEAL OF THE BIDDER

UNDERTAKING OF ANNUAL FINANCIAL TURNOVER

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

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

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

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

TERMS AND CONDITIONS:

1. The mess caterer shall have to serve breakfast, lunch, evening snacks (only during exam weeks) and dinner as per menu (similar to sample but not limited to) prepared by HMC.
2. Menu shall be decided in consultation with HMC.
3. Eggs shall be served by the caterer as per menu.
4. Caterer need to display regular mess bill on the notice board before sending a copy to HMC every month.
5. Caterer has to obtain all licenses in the name of the mess from the relevant authorities, which are necessary for providing catering (food) services for complete tenure & ensure the validity of each license. A valid food safety license needs to be always there with the caterer in the name of the mess.
6. HMC administration shall provide the following facilities to the caterer:
 - a. Covered area including furnished dining hall and equipped kitchen as available in the mess.
 - b. Cutlery/ crockery for serving lunch, dinner and breakfast shall be provided one time as available presently in the mess.
 - c. Furniture presently available in the mess as is where is.
 - d. Fuel gas fixtures as available in the mess as is where is.
 - e. All cooking equipment as presently available in the mess shall be provided to the caterer as is where is.
 - f. AMC and maintenance of all the equipments will be the responsibility of caterer. Charges has to be borne by the caterer. HMC will monitor the AMC and maintenance and time to time request caterer for repair.
7. Any additional utensils and other items as required for cooking/serving etc. of the food shall be arranged by the caterer himself without additional cost.
8. The caterer and his staff shall not enter in any of the Hostel rooms/ restricted area of the University without prior permission from the competent authority.
9. Breakfast, lunch, evening snacks (only during exam weeks) and dinner shall be served only in the dining hall at scheduled timings to be fixed by the HMC/Hostel administration as per season. The duration for breakfast, lunch, evening snacks (only exam weeks), and dinner shall be as follows.

Breakfast	:-	2 hours (7:00 am to 9:00 am)
Lunch	:-	2 hours (12:00 noon to 2:00 pm)
Evening snack (Only exam weeks)	:-	1 hours (5:30 pm to 6:30 pm)
Dinner	:-	2 hours (7:00 pm to 9:00 pm)

10. Basic menu is unlimited, special items (**highlighted in bold in sample menu**) such as sweets and fruits are limited. Sweets and other processed items shall be prepared in the mess premises only.
11. Procurement of first quality provisions, vegetables, milk, LPG cooking fuel etc. will be the responsibility of the caterer and safety measures are to be provided by the caterer himself/themselves. Milk, Paneer & Ice-cream etc. shall be procured from /Authorized vendors/suppliers approved by HMC.
12. The Caterer shall use only branded raw material and best quality provisions for preparing the food. All items should bear FSSAI stamp and should comply to the Food Safety Act, 2006. Brands of products will be decided by the HMC. A quality control Supervisor along with the HMC will check all the materials brought to the mess and the cooking practices adopted by the caterer. Cooking practice shall not be changed in any circumstances without consulting HMC. **The caterer will use approved brands for each item. In the event of the quality and quantity of the food served being poor and/or inadequate, the HMC will be free to impose monetary fine as deemed fit on the caterer including waving off the particular meals charges. Such imposed fines will be adjusted against the payments due to the caterer.**
13. The Caterer shall be solely responsible for the arrangements of fuel gas, and their safety. Only commercial LPG gas cylinders shall be used by the caterer.
14. The Caterer shall provide Breakfast, Lunch, evening snacks (only in exam weeks) & Dinner as per menu (similar to sample provided in annexure) prepared by HMC. The cost includes man power, fuel cost, procurement of rice & provisions and vegetables of good quality and others items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportations, storage at dining hall premises, statutory taxes including GST, duties and all other levies (existing and which may be imposed from time to time) for which no additional cost is payable or reimbursable by the HMC .
15. When circumstances warrant, the Caterer should cater to large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated.
16. Caterer will ensure proper uniform (including gloves and caps) for the mess staff i.e. waiters, cooks, masalchi and other utility workers. Failing to abide by this may lead to monetary fine.
17. All costs (men and materials) involved for providing the three meals (breakfast, lunch and dinner) and occasional evening snacks have to be borne by the caterer. The caterer shall display proper mess bill for each month for payment by students. A copy of bill will be sent to HMC office for information.
18. The contract shall be for one academic session starting from **20th July 2019** or as decided by HMC.

19. The HMC/ CUH administration may at its discretion cancel this contact without giving any reason thereof.
20. HMC shall have the right to frame rules from time to time that it may deem fit. The caterer shall have to abide by these rules.
21. The Caterer / his worker(s)/ his nominee will not be permitted to stay overnight in the hostel/ Mess premises without prior permission of hostel administration.
22. Caterer has to pay electricity charges for whole mess premises on actual consumption as per CUH Tariff and Rules. Flat rate of Rs. 500/- for each mess towards water charges will be paid by caterer within ten days of issue of bill.
23. Performance bank guarantee of Rs. 2.0 (Two) Lakh from any nationalized bank in prescribed from, in favour of **Registrar, Central University of Haryana Mahendergarh** within 3 days from the date of letter of intent. It shall be the guarantee for the faithful and due performance of the contract by the caterer in accordance with the terms and conditions specified in this contract. The guarantee shall be in full force upto and including six months after the contract is over. The HMC/University shall have an unqualified option to invoke the same and claim the amount therein, if the caterer fails to honour any of his commitments under the contract and/or in respect of any amount due from caterer to the HMC/University. The guarantee amount shall be payable without demur on demand to the HMC/University and without any condition whatsoever. The performance guarantee shall be returned to the caterer without any interest 6 months after the expiry of the contract, subject to fulfillment of all contractual obligations by the caterer after endorsement by respective Hostel Warden and Provost.
24. The premises of the mess will be used for the purpose for which this contract is made and not for any other purpose without the written permission of the Competent Authority. If found later, strict action will be taken against the caterer.
25. The Caterer will not be permitted to franchise the Hostel Mess for any other commercial activity. If found later strict action will be taken against the caterer.
26. No person with any offensive police record will be allowed to work in the Hostel Mess. **No child labour is allowed in the mess.**
27. Safety measures like fire, theft etc is to be provided by the Caterer himself/ themselves.
28. Any change like timing of operation, rate of items and any additional item to be included in the Mess will require the permission of the Hostel administration and HMC.

29. The Caterer will ensure and comply with the provisions of various municipal and other Rules / Regulations / Laws of the Government in respect of wages and other benefits to his employees.
30. HMC/University shall not be the party in case any dispute takes place between the Caterer and his employees and third party for e.g. vendors.
31. No request from a student for rebate for a period of less than three days at an instance will be permissible. Request for rebate will be considered if the same is submitted at least 24hrs in advance with the approval of hostel warden. However, the maximum number of days for rebate should not exceed to 35 days in a semester except in special circumstances as approved by the Hostel Warden and Provost.
32. Alternate sick/fast diet shall be provided by the caterer in lieu of normal menu. The menu for sick diet/fast diet will be decided by the mess committee.
33. Extra items, as decided by the mess committee and HMC need to be made available by the caterer. The rate will be decided by HMC in consultation with the vendor.
34. Meals Service to rooms is allowed only to sick students with prior approval of the Hostel authorities. For room service (including delivery and collection and utensils) appropriate workers must be appointed by Caterer.
35. Only residents of the Hostel and authorized guests will be allowed to take meal in the mess. Guest's charges will be as per HMC norms. This can be amended by HMC from time to time. Strict action (including financial penalty) will be taken against the caterer, if it is found that unauthorized guests are being entertained for messing facility.
36. For each of the meals or extra items, it will be mandatory for the caterer to serve the items of a fixed weight / size at a price approved by the HMC.
37. All items will be cooked in the kitchen of the Hostel mess facility. No cooked item, except some snacks identified beforehand, will be brought from outside. Sweets and other processed items shall be prepared in the mess facilities only. No extra charges should be charged other than MRP.
38. On special occasions, the menu will be identified by the Mess Hostel administration and the rates for the same will be approved by the HMC before the actual event. The payment for the special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal.
39. One Supervisor/Manager (Caterer's representative) will always be present in each hostel during breakfast, lunch, evening snacks (only exam weeks) & dinner. It is desirable that the same supervisor continues at least for one semester. In case of any change, the Hostel authorities should be informed. Further the supervisor will ensure the quality & quantity of food, upkeep and ambience in the mess.

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

48. The caterer shall employ only adult trained staff with good health and sound mind. He shall also nominate qualified and experienced manager/supervisor /cook for the mess. Experience certificate for the head cook needs to be submitted in HMC at the beginning of the contract period. Roles and responsibilities of the staffs should be decided beforehand and frequent change of these will not be allowed.
49. The Caterer should ensure that all the employees are free from communicable diseases. Medical certificates to this effect should be made available for inspection by the authorities. Periodical medical checkup (semester wise) is compulsory and the responsibility of the caterer.
50. The caterer will get regular pest and rodent treatment done so as to maintain hygiene in the mess facilities (Inside & outside area).
51. The caterer will not sell any alcoholic beverages/cigarettes nor permit any person to bring it from outside for the purpose of drinking/smoking along with other food articles which may be sold. If found strict action will be taken against the caterer.
52. The caterer shall be responsible for all his employees in observing all security and safety regulations and instructions as may be issued by the HMC/University from time to time. Further, Police verification of all employees and its report should be submitted to the Hostel authorities within one month from the date of the award of contract. The copy of personal records of all employees should be made available to Hostel authorities with the commencement of the contract.
53. The caterer shall not appoint any sub-caterer for the work assigned to him. If found so contract shall be terminated immediately and security deposit will be forefitted.
54. The caterer's staff shall not be treated as the HMC/University staff for any purpose whatsoever. The caterer shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the assigned mess maintenance. The HMC/University shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the caterer is responsible under the law. However, if the HMC/University is forced to pay any cost of any nature on account of caterer's liabilities the said cost will be recovered from the dues or security amount payable to the caterer.
55. The caterer shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments, viz., Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations & Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The HMC/University shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any acts etc. The caterer shall maintain all records

required to be maintained under the statutory enactment and HMC/ Warden shall be entitled to inspect all such records at any time.

56. The HMC/University shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the HMC/University indemnified against all such damages and compensation whatsoever in respect or in relation thereto.
57. The caterer shall employ at their own cost and expenses sufficient and competent staff as may be reasonably required for the fulfillment of the Licensee's obligations under the agreement and shall give their professional expert guidance and supervision to the work. The Licensee or his representative shall maintain liaison with the authorized Committee. If in the opinion of the Hostel Committee any staff or supervisor of Licensee is found unsuitable, the Licensee shall be liable to change the staff/supervisor forthwith.
58. The caterer shall be responsible for the discipline of his personnel and the University's Standing Orders shall be binding on the caterer and all his personnel.
59. The caterer will provide uniforms to his employees employed in the cafeteria at his own cost. The uniforms supplied by the caterer should be clean and in good conditions. Washing/Laundry charges will be borne by the Licensee. Uniforms will have to be approved by the Hostel Management Committee/ Authorized Officer.
60. The employees of the caterer shall be in the employment of the caterer only and not the Licensor and the caterer shall be solely responsible for all acts of commission or omission of his employees and the caterer shall indemnify the Licensor any loss or damage which the Licensor may suffer due to any act of commission or omission of his employees. The caterer shall be solely responsible for the payment of wages of his employees.
61. The caterer shall ensure that the wages paid to his employees are not below the minimum wages as applicable from time to time and the Licensor shall not be liable to bear any part of the increase, if any, in the minimum wages during the terms of this contract.
62. The caterer agrees to cover all employees engaged by him under ESI as well as EPF as per Provisions of Acts and shall submit necessary records and return in proof of compliance of these statutory enactments. Licensee further agrees to defend, indemnify and hold the Licensor harmless from any liability or penalty which may be imposed by the Central, State, Local or other statutory authority for any alleged violation of labor enactments or other enactments, by the caterer.
63. In the event that the Licensor is required under law to remit or otherwise the Licensor remits the contributions of behalf of the Licensee to the concerned authorities under the ESI and EPF Acts and Rules, on a month to month basis or

otherwise, then upon such remittance, the Licensor shall have the right to recover the amounts so remitted from the caterer.

64. The caterer shall have to mobilize his resources so as to commence the work on 20th July, 2019.
65. The caterer shall at his own expense take workman's compensation insurance and he shall also obtain from his under-writer of such insurance a waiver of subrogation in favour of the HMC/University. The caterer shall further at his own expense register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of issue of letter of acceptance of bid.
66. The caterer shall be liable for the payment of Employees Provident Fund on contributory basis under P.F Act as per prevailing rates or as per rates, if revised during the period of contract. In addition to this, inspection/ administrative charges at existing rates shall be charged and needs to be deposited to the Regional Provident Fund Commissioner's Office, Mahendergarh under intimation to HMC/University.
67. If the caterer expires/or adjudicated as insolvent or suffers from a state of unsound mind or become incapable of running the mess for any reason in that event the license created by the Licensor shall stand terminated automatically.
68. The Licensor will not be responsible for the materials of the Licensee kept in the premises and it will be the responsibility of the caterer to keep watch on his materials and Licensor will not be responsible in any way for any loss or damage.
69. University shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance, an act of indiscipline by mess staff or violation of the terms & conditions of the contract whatsoever. A notice in writing from the HMC/University to caterer shall be issued giving 30 (thirty) days' time for such termination and vacation of the premises, without assigning any reason thereof. However, the termination of the contract shall not relieve the caterer of any of his obligations imposed by the contract with respect to the work performed prior to such termination.
70. All taxes, duties, levies etc., imposed by the State, Central Government and local bodies in connection with this contract in force at the time of submission of bids shall be borne by the caterer.
71. Price of coupons for extra items shall be decided in consultation with the Member Secretary, HMC and shall be in line with the rates existing in other hostels/ messes of the University. No item should be sold at price more than the MRP.

72. i. In the event of any dispute arising out of this Contract Agreement between the parties relating to this Contract Agreement, the dispute shall be referred to Sole Arbitrator, who shall be appointed by the Vice-Chancellor, Central University of Haryana, Mahendergarh. The Sole Arbitrator finally resolved the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (Act no. 26 of 1996). The Arbitrator shall give reasoned and speaking award.
ii. The place of Arbitration Tribunal will be at CUH Mahendergarh and Language to be used in arbitration proceeding shall be English.
iii. Any legal dispute will be subject to the jurisdiction of civil court at Mahendergarh and district court at Narnaul, Haryana.

73. The Mess premise shall be in possession of the University and the caterer is only permitted to enter the premises to manage it. Whenever the contract is terminated or the contract is concluded and the University decides that the caterer should not be allowed to run the mess, the University shall be entitled to restrain the caterer from entering CUH Campus as well as mess premises.

74. One supervisor will be deputed by HMC, who will look after the whole supervision and monitor day to day activities.

75. The Caterer shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.

76. The caterer shall attend a monthly review meeting of the mess committee, failing which penalty will be imposed.

77. It will be the duty of the caterer to ensure the smooth functioning of all the equipment provided to him by the Hostel administration.

78. The Licensor reserve the right to terminate this agreement in any of the following events:

- i) If the service rendered by the caterer is found unsatisfactory;
- ii) If the quality of raw material, prepared food is found poor; and
- iii) If no hygiene is maintained by the caterer in and around the premises.

79. Non messing be allowed with rules:-

- A student can join the mess as per contract but will have to continue for at least one month (One billing cycle).
- A student will have to continue messing till the end of the month if he wishes to end it.
- the caterer will be informed about non-messing by the 25th of the preceding month.

Terms of Payment

- a. The mess Management will not provide any advance payment. Caterer shall display copy of the monthly mess bill on the notice board along with a list of students showing Enrolment No. (considering free messing join/leave), Name, Class and Branch in excel sheet at the end of each calendar month, which shall be paid by the students within 10 days from the date of receipt of bills. After displaying a copy of bill will be sent to Hostel Warden/Provost. The monthly bill of the caterer shall be accepted only if it is accompanied by the proof of following:
 - b. Having paid due wages to all his workmen engaged on the job during the preceding month.
 - c. Having deposited the contributions of EPF and ESI with the concerned authorities for the preceding month, as per the relevant statutes.
 - d. Proof of payment of water charges and electricity bill.
 - e. A satisfactory certificate duly signed by respective Warden/ Provost.

Penalties for violation of rules, terms & conditions:

- a. For any event of unsatisfactory food quality, quantity and services, penalty shall be imposed equivalent to 1 (one) full day meal charges or as decided by respective wardens and Provost subject to a maximum of 10% (10 percent) of annual contract value during the full year. The decision warden and Provost shall be final and binding on the caterer.
- b. Employees of the caterer shall carry personal Identity Cards issued by the caterer at all times with maximum validity till the end of contract period. These ID cards shall be verified by the Security Officer/ Hostel administration.
- c. All Identity Cards / Gate passes if any issued by the University shall be surrendered to Security Section immediately after the expiry / termination of the contract. Final payment shall be settled only after submitting clearance from security section. Loss of cards shall be promptly reported to the Security Section.
- d. Non availability and improper maintenance of complaint/suggestion register may invoke a fine of Rs. 5,000.00 on the caterer. Similar will be also applicable in case unattended complaints found in the register/mobile app at the end of the day.
- e. Ten or more complaints of unclean utensils in a day may lead to fine of Rs. 2,000.00 on the caterer.
- f. Food poisoning shall invoke a hefty fine beyond the limit of fine mentioned above along with cancellation of contract and possible blacklisting of caterer. Legal action will be taken against the caterer. Legally alone he will be responsible.

- g. Notice period for termination will be 30 days. If contractor disobeys the rule made by HMC and University repeatedly commits the same mistake, the contract shall be terminated immediately without any notice. Further contractor will be blacklisted.
- h. Caterer will not have any right to put the charges/blaming on any of University mess committee as they are serving voluntarily to the University.

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

SPECIAL CONDITIONS

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

Girls/UG (Boys)/PG (Boys) Hostel, CUH Mahendergarh
Sample Menu for March to October

Days	Breakfast (07:00 AM – 09:00 AM)	Lunch (12:00 Noon – 02:00 PM)	Dinner (07:00 PM – 09:00 PM)
Monday	PavBhaji Lemon & Onion	Aloo Parval (Dry) Dal Arhar Jeera Rice <i>Sweet Lassi (~ 150 gmDahi)</i>	Pethe ki Sabji Dal Urad Dhuli Veg Biriyani Dahi
Tuesday	Kala Chana with Lemon & Onion and Poha with ketchup	Aloo Capsicum/ Chat Pataa Aloo Kadhi Pakora Plain Rice <i>Jaljeera with Boondi</i>	Kathal Sabji Dry Dal Chana Urad Peas Pulao Kheer
Wednesday	<i>Banana +</i> <i>Dalia/ Corn Flakes and Sprouts</i>	Matar Paneer (Min. 60 gm) Yellow Dal Steam Rice Dahi	Baigan Bharta Mix Dal Nutri Pulao Dahi
Thursday	Vada/Idli Sambhar Coconut Chatni	Bhindi Rajma Jeera Rice <i>BoondiRaita (~100 gmDahi)</i>	Chili Paneer(Min. 60 gm) Hakka Noodles Fried Rice Dahi
Friday	Poori + Aloo Matar Curry	Dal Mix Ghiya Kofta Veg Pulao Dahi	Arbi (Dry) Dal Makhni Jeera Rice <i>Ice Cream (Chocolate) – 100 ml</i>
Saturday	Masala Dosa Coconut Chatni Sambhar	Chhole Bhatura Aloo Jeera Steam Rice Dahi/Lassi	Dal Arhar Tawa Sabji/ Kerala Tamarind Rice Gulab Jamun
Sunday	Stuffed Alu Pyaz Paratha with Curd & Pickle Green Chutney	Dal Masoor Sabut Fried Beans Aloo Sabji Matar Pulao Rasna	Egg Curry/ Shahi Paneer Dal Tadka Plain Rice Sewai
Daily	Tea/Coffee+ Milk (250 ml)+ Brown Bread+Butter (Min 15 gm)/Jam (Min 25 gm) for every student	Butter Chapati, Plain Rice, Cucumber Onion Salad, Green Chili, Pickle, Vinegar	Butter Chapati, Plain Rice, Onion, Green Chili Pickle, Vinegar

Girls/UG (Boys)/PG (Boys) Hostel, CUH Mahendergarh
 Sample Menu for November to February

Days	Breakfast (07:00 AM – 09:30 AM)	Lunch (12:00 Noon – 02:00 PM)	Dinner (07:00 PM – 09:00 PM)
Monday	Upma Sauce Coconut Chatni Dhokla	Rajma Aloo Jeera Onion Rice Dahi	Chana Masala Dal Tadka Hari Chatni Raita
Tuesday	Poori + Aloo Matar Sabji	Gajar Cabbage Matar Dal Arhar Fried Rice Dahi	Palak Paneer (Min. 60 gm) Dal Masoor Dhuli Rice Rice Kheer
Wednesday	Kala Chana+Veg Cutlet + Ketchup+ Banana	Kadhai Paneer Yellow Dal Jeera Rice Dahi	Masala Dosa Coconut Chatni Sambhar Rasam Papad
Thursday	<i>Gobhi/ Mooli/ Aloo Parantha with Curd & Pickle Green Chutney</i>	Dum Aloo Dal Makhni Veg Rice Dahi	Aloo Gobhi Matar Dry Pindi Choley Steam Rice Veg Raita
Friday	Dalia/ Corn Flakes and Sprouts	Aloo Palak Dal Moong Rice Dahi	Chilli Paneer/ Egg Curry Dal Panchnratni Fried Rice Dahi
Saturday	Stuffed Aloo Pyaz Paratha with Curd & Pickle Green Chutney	Aloo Capsicum KadhiPakora Dahi	Tawa Sabji Dal Chana Urad Dhuli Peas Pulao Gajar Halwa (100 gm)
Sunday	PavBhaji Lemon & Onion Apple – 1 Nos.	Chhole Bhatura Aloo Methi Veg Biryani Dahi	Dal Arhar Mix Veg Pulao Rasgulla
Daily	Tea/Coffee+ Milk (250 ml) Brown Bread+Butter (Min 15 gm)/Jam (Min 25 gm) for every student	Butter Chapati, Plain Rice, Cucumber Onion Salad, Green Chili, Pickle, Vinegar	Butter Chapati, Plain Rice, Onion, Green Chili Pickle, Vinegar

Evening Snacks (only in exam weeks; at the max 15 days in a semester)

Item 1: Veg sandwich (1 Piece)/Samosa (2 Pieces)/Bread Pakora (2 Pieces)/Bread Roll (2 Pieces)/Veg Patties (1 Piece)/Kachauri (2 Pieces)/AluBoonda (2 Pieces)/Cutlet (3 Pices)/Poha

Item 2:Sikanji/Tea/Coffee/Roohafza/Tomato Soup

Menu for fasting students:

Navratri fast: Breakfast (Milk 250 ml, 2 Bananas), Lunch (Milk: 250 ml or Dahi 200 gm, Fried Alu, Kheera, Seasonal fruit: 1 Apple or 1 Orange or 2 Bananas or Cut fruit salad), Dinner (KuttuPuri or KuttuPakori, Alu Curry, Dahi 200 gm, 1 fasting Sweet or SabudanaKheer or SewaiKheer)

Ramzaan fast: Breakfast (Milk 300 ml, Bread 6 pcs, Egg boiled 2 pcs, 1 Butter 15 gms., Jam 25 gm, Cornflakes 25 gm, 1 Apple or 1 Orange or 2 Bananas), Lunch (Milk 300 ml, Bread 6 pcs, Egg boiled 2 pcs, 1 Butter 15 gms. , Jam 25 gm, Cornflakes 25 gm, 1 Apple or 1 Orange or 2 Bananas)

Some more details:

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

To maintain Quality Standard of food caterer will assure following
Brands of consumables in the Hostel Mess:

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

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