

# CHANAKYA NATIONAL LAW UNIVERSITY

Nyaya Nagar, Mithapur, Patna-1, Phone No: 0612-2352309, Website: <http://cnlu.ac.in>

NIQ No. : 06/2016-17

Date : 06/10/2016

**Sealed Bids** are invited from the mess contractor providing indoor mess services in large capacity hostel with the strength of about 700 (Seven Hundred) students (Boys & Girls). The contractor has to provide breakfast, lunch, evening snacks, as well as dinner etc. as per the menu attached here with which is changeable from time to time as per requirement and choice of the students and subject to approval of the authority of university. The quotation document can be downloaded from the University website during the period 07/10/2016 to 22/10/2016 up to 3:00 pm.

## **Responsibility of the contractor**

The contractor shall be responsible in all respects for providing mess service in the assigned hostel as per the time scheduled strictly as conveyed and duly acknowledged by him/ them at the time of accepting the contract and as per menu to be communicated to them on the 1<sup>st</sup> day of every month to be followed for the entire month and to abide by the conditions of the EOI as specified therein.

## **Scope of work**

The contractor/ mess service provider of hostel has to procure the raw materials viz. rice pulse, flour, cooking medium, vegetables, etc. of good quality as per requirement and shall arrange for proper storage within the space provided. The employees of the mess service provider viz. cooks and the helpers of required number will prepare the items with proper care and caution including washing, cutting and cleaning before the edible preparations. The contractors are supposed to take the help of the female staff and helper in the girl's hostel. 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. The menu for each meal will be prefixed, which will be communicated by mess convener of hostel on the last of the month to be followed throughout the next month. Accordingly, the mess service provider shall prepare and serve the meals in the allotted hostel. It is also the duty of the mess service provider and their employees to keep the dining area totally clean by mopping the area with proper cleaning agent after each meal. The dining tables will also be mopped and kept clean to avoid collection of dirt, dust and files. The wash basins, water coolers, servicing utensils and mess/kitchen equipment's will also have to be kept clean and dust free. The university provided hostel mess and kitchen electrical equipment's such as water coolers, water purifiers etc. will be serviced when necessary. The cooking area and preparation areas including trays will have to be washed after the completion of the activities every day. The mess service provider shall ensure that there is no water logging within the premises where the dining, washing, cooking preparation areas are located and which can give rise to breeding of insects, mosquito etc.

## **Hostel Building**

CNLU will provide space for cooking and storing the raw/cooked material, water and light but for that the contractor has to pay monthly charges as per the negotiation with the university authority. All utensils and kitchen wares will be arranged by contractor. It is his sole responsibility of each mess service provider to arrange at his own risk and cost the transportation of all consumables including gas cylinders to CNLU, Patna and the hostel for which no extra charges is levy able / payable by him/to him. University will provide space, accommodation of their staff free of cost but it will be the duty of the contractor to keep the space neat and clean. In no circumstances shall the contractor cause to sublet the contract received by them to any third party or transfer the contract. Any deviation, may lead to spot termination of the contract and forfeiture of security deposit. No outsider or extra person will be allowed to stay in hostel or any part of the campus.

## **Other General Conditions**

In order to bring uniformity amongst the service boys in the dining hall, mess service provider shall arrange to provide them with a pair of shirt/T-shirt which should be common for his entire team with the name of the hostel prominently printed on its back. The mess service provider may follow the colour designed for hostel to be the colour of such/ T-shirt of his serving team. In order to co-ordinate the function for smooth discharge a

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manager shall be appointed by the mess service provider for each hostel who will keep a tab on the food prepared inside the kitchen, their servicing in the dining hall and all aspects of hygiene, etc. Staff on duty should always be in complete uniform and should carry a photo identity card.

## **Penalty**

Non-compliance with terms and conditions or Non availability or short supply of any declared item of the menu of any meal may entail imposition of penalty on the mess service provider. The penalty amount would be decided by the University in consultation with the concerned service providers, as and when necessary. Deficient up- keeping and non-maintenance of hygiene in the cooking/ cleaning /dining area may also entail imposition of penalty to be fixed by the said authority as deemed fit. Repeated offense may result in forfeiture of security deposit and termination of assignment / contract.

## **Safety Measures**

The mess service provider shall ensure that all safety precautions are properly under taken during the process of cooking by his employees. Special emphasis will be laid on fire safety norms in proper operations of electrical gadgets/ instruments placed at the disposal of the hostel mess.

## **Good behaviour and prompt service**

The successful firm shall ensure that the quality of service is courteous and prompt and is in accordance with the laid down specifications. Quality of material should be of a good grade branded (Rice Mansoori / equivalent, M.D.H masala, Paneer (Sudha /Raj/ Amul) and Oil (Engine / Fortune / equivalent)) and of acceptable standard. The mess service provider shall use ISI brand / AGMARK items wherever available. The staff of mess contractor should behave proper and in decent way to the students as well as employees of the university. The entire staff of mess shall refrain themselves from taking intoxicating things.

## **Arbitration**

Any dispute arising out of this contract shall be referred to the Vice- Chancellor, CNLU, Patna whose decision will be final and binding for both the parties.

## **Recovery of Dues**

In case of any rightful claim, the University shall have the authority to recover/adjust the amount from the security deposit amount of the contractor.

## **System of payment**

The mess service provider shall collect the monthly mess fee directly from students of 7<sup>th</sup> semester to 10<sup>th</sup> semester against the money receipt issuable to the students and ensure that no dues is allowed to accumulate. The monthly mess fee of students of 1<sup>st</sup> semester to 6<sup>th</sup> semester will be paid by the Mess cum Welfare Committee of the University. For accumulation of dues the contractor will be solely responsible.

## **Conditions as to acceptance**

1. CNLU, Patna does not bind itself to assign the NIQ to any party and reserves the right to accept/reject the whole or any part of the NIQ without assigning any reason thereof.
2. Acceptance of the offer by the University will be conveyed by a letter of acceptance from the office of the Registrar, CNLU, Patna.
3. The terms and conditions may be changed any time.
4. The work will have to commence within 15 days of the date of Purchase Order.

## **Financial Terms**

- 1) Cost of document Rs. 5000/-

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- 2) EMD of Rs. 20,000/- (Rs. Twenty Thousand only) in shape of Demand Draft issued by an Nationalised or Schedule bank in favour of **Registrar, Chanakya National, Law University** and payable at Patna must be submitted along with quotations. Quotations without the full EMD will be summarily rejected. No cheque or Bank guarantee shall be accepted towards EMD payment.
- 3) EMD of unsuccessful bidder will be refunded after awarding the contract to the successful bidder.
- 4) Security deposit of Rs.500000/- (Five Lacs) of DD. favouring "**Registrar, Chanakya National, Law University**" refundable at the time of expiry/termination of contract. It is to be submitted after issue of work order.

## List of Employees

The successful bidder will be required to submit list of his/ her employees of good conduct to the university authority.

## Failure and termination

If the performance of the mess service is not satisfactory, the Mess and Hostel Welfare Committee of the University may take the any or all of the actions mentioned hereunder:

1. Recommend cancellation of the contract awarded to the contractor to competent authority and/ or impose reasonable fine.
2. Arrange another service provider from waiting list.
3. CNLU, Patna shall not be responsible for any loss, damages, etc. suffered by the service provider as result of such termination of contract.

## Legal Jurisdiction

Legal dispute that may arise out of this bilateral contract are subject to the jurisdiction of civil courts of Patna (Bihar) only.

## Other Conditions

1. A person who has already served in the hostel premises in the capacity of Mess Contractor is barred from applying under this contract including the existing contractor. University will have reserved right to debar any employee of the mess contractor from entering into University campus.
2. The applicant shall ensure that he has a minimum of 25 members in his staff. Out of which, 1 member shall be the overall supervisor available in the hostel premises at all time. Additionally, out of remaining 24 members, 12 members shall be available for each hostel i.e. both the boys and girls. One member including all the 12 members, in each hostel shall be the assistant supervisor for general supervision of mess operations. **Male members are strictly prohibited to stay during night in the Girls Hostel.**
3. The breakfast, lunch and dinner for the boys and girls shall be prepared separately at respective hostels on all days. The food prepared at one hostel shall in no case be transported to the other hostel by 'thela' or any other means whatsoever.
4. For the sick students, the food (khichadi-chokha etc.) as has been prescribed by the doctor will be made available for them.
5. In the mess halls of boys' hostel as well as girls' hostel big dustbins should be made available for keeping used plates. Waste materials must be thrown on appropriate place outside the university campus. The operation of mess shall in no case be responsible for making the university premises dirty or untidy.



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6. Exemption applications for students shall be considered for participation in Moot Court Competition, Debate etc. by submitting the necessary documents previously as an evidence of such partition approved by the University. In case of coupon system, the attendance will be recorded through Biometric system installed in respective hostels.
7. The fee collection shall take place in the premises of administrative block or such other place as provided by the administration. The collection of fee shall take place on every day of the month from 1<sup>st</sup> to 10<sup>th</sup>.
8. As a general rule in case of unsatisfactory services provided by mess contractor, for the first time, warning shall be given to him and seven days' time for improvement shall also be given. If the same is repeated again, the reasonable fine may be imposed upon by him by the committee. If repeated more than twice, recommendation for termination of contract may be issued. But in exceptional circumstances, the University reserves the right to impose fine and / or terminate contract on the very first instance, without any prior notice.
9. The exemption shall be provided to the students in the payments of mess fee on holidays occurring within the semester schedule and extending to 4 days or more.
10. Rates will be revised initially after 18 months on semester basis as per mutual agreement between Mess and Welfare Committee and bidder.

## Rates and Taxes

The suggestive quote for different items/ services should be inclusive of all taxes inclusive service tax which is presently 15%.

## Taxes and Labour

- a) VAT clearance certificates, PAN, PF and ESIC registration number if applicable, service tax registration number must be attached.
- b) If provision of labourers attracts Labour Act, then the firm shall have to obtain license from the competent authority as and when required, and it will also be the sole responsibility of the firm to meet all the laws of labour act in force.

## Submission of Document

- a) Cost of document, EMD, and Annexure-I document with relevant paper should be kept in the envelope marked as "Technical Bid" and Annexure-II should be kept with other envelope marked as "Financial Bid".
- b) Both sealed technical and commercial bids should be kept in separate sealed covers and either dropped in the tender box "Marked NIQ No.- 06/2016-17 for Mess contractor" or post to **The Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna-01**, so as to reach by due date and time. Belated Bids are liable for rejection. No responsibility will be taken for postal delay or non- delivery/non-receipt of Bids document.

## Amendment of Bid Document

- a) At any time prior to the last date for receipt of Bid s, the client may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- b) The amendment will be notified through official website of Chanakya National Law University for all the prospective Bidders.

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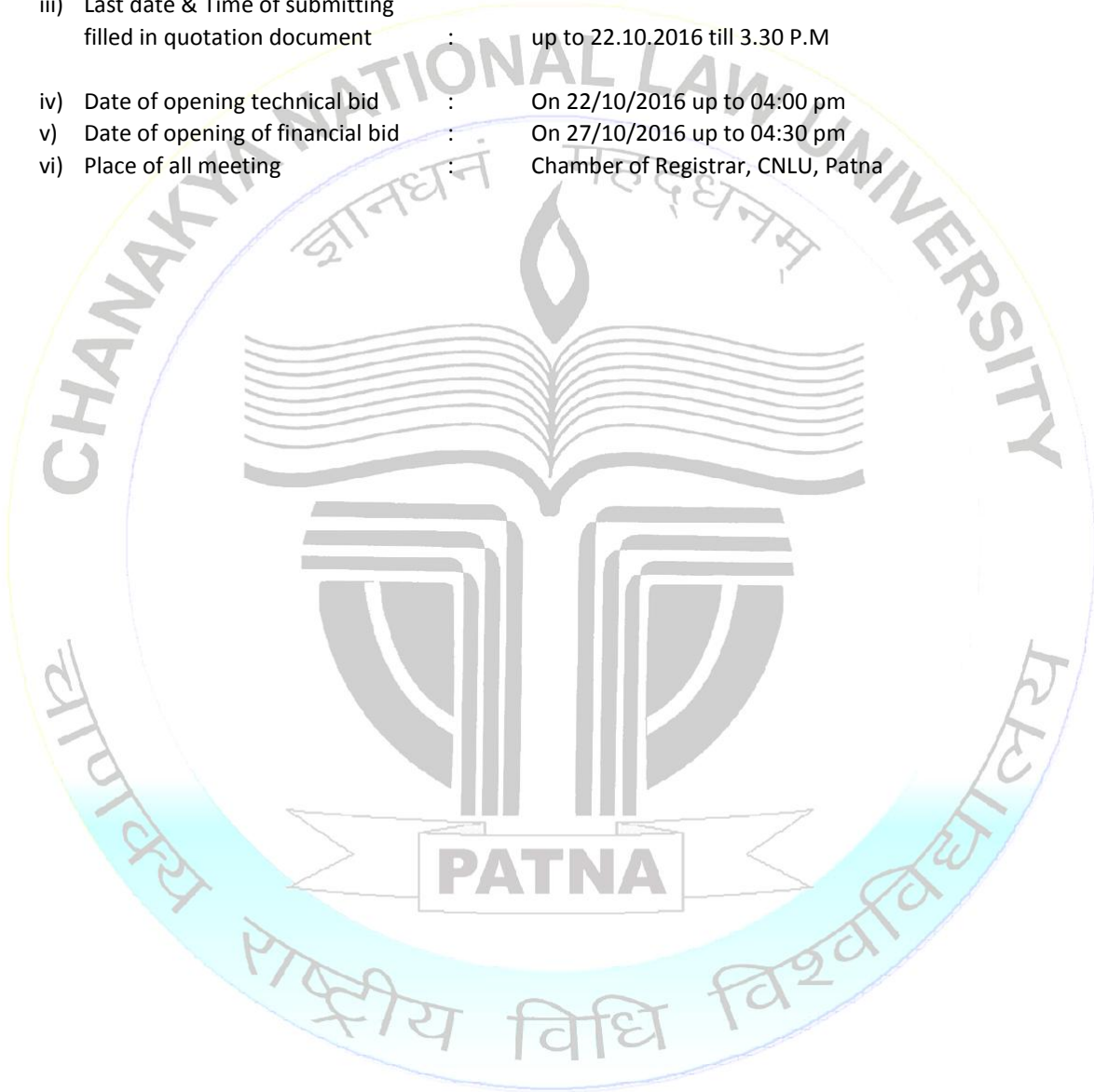
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- c) In order to afford prospective bidder reasonable time in which to take the amendment into account in preparing their Bids, the Client may, at its discretion, extend the last date for the receipt of the Bids.

## Scheduled Date and Time

- |   |   |  |
|---|---|--|
| i) Sale of Bids document  | : | From 07/10/2016 to 22/10/2016<br>(Up to 03:00 pm on website) |
| ii) Date of pre bid meeting   | : | On 19/10/2016 at 04:00 pm.                                   |
| iii) Last date & Time of submitting<br>filled in quotation document | : | up to 22.10.2016 till 3.30 P.M                               |
| iv) Date of opening technical bid                                   | : | On 22/10/2016 up to 04:00 pm                                 |
| v) Date of opening of financial bid                                 | : | On 27/10/2016 up to 04:30 pm                                 |
| vi) Place of all meeting  | : | Chamber of Registrar, CNLU, Patna                            |



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## ANNEXURE-1

### TECHNICAL AND OTHER DETAILS OF THE BIDDER/FIRM/HOSTEL MESS PROVIDER (Technical Bid)

1. Name of the bidder/ firm/ hostel mess provider
2. Detailed address with telephone no. of office/ Residence/ Mobile no. if any;

#### Mandatory Provisions:-

1. Details of minimum 2 (Two) years' experience in providing mess facility in Educational/ Training institutions including on-going assignment, if any\* of more than 300 persons.
2. Do you have trade license for these services issued by the competent Authority?
  - a. (If yes, attach copy) : Yes/ No
3. Details of Annual financial statement of your firm/ agency for the last three years
  - a. (Duly audited) along with IT returns for last three years.\*
4. Do you have PAN card? \* : Yes/ No
5. Do you have the financial strength to invest Rs.10 lacs to Rs. 12 lacs initially for the mess service? \* : Yes/ No
6. Do you have Labour License? \* : Yes/ No
7. Do you have Service license?\* : Yes/ No
8. Enclosures (strike out whichever is not applicable.)\*. :
  - i) Copies of Experience Certificate : Submitted/Not Submitted
  - ii) Copy of Trade / Food License : Submitted/Not Submitted
  - iii) Copy of Annual Financial Return for last three years : Submitted/Not Submitted
  - iv) Copies of Income Tax Return for last three Years : Submitted/Not Submitted
  - v) Copy of PAN Card : Submitted/Not Submitted
  - vi) Copy of Labour License : Submitted/Not Submitted
  - vii) Copy of Registration of Firm (under Service Tax) : Submitted/Not Submitted
  - viii) Amount of EMD : Submitted/Not Submitted
  - ix) Proof of Financial Strength to invest 4 to 6 Lakhs For the mess services : Submitted/Not Submitted
  - x) Copy of VAT registration certificate : Submitted/Not Submitted

**Note: - Bidder has to fulfil all the seven points as mentioned above. Failing even one point his tender may not be considered for opening of financial bid.**

#### Optional Provisional:-

- 1) Whether the Bidder has any professional qualifications relevant to these services (If yes mention and enclose relevant certificates) : Yes/ No
- 2) Do you have a team of trained personnel to provide such service (If Yes, give details) : Yes/ No
- 3) Whether your workers have any certificates from any training/ Institutes (If Yes, attach certificates) : Yes/ No
- 4) How do you engage your workers? Do you have any provision for their Training before induction? (Details, If any) :
- 5) Do you have service tax registration? (If yes, mention registration no.) : Yes/ No
- 6) Do you have VAT registration? (If yes, mention VAT registration no.): Yes/ No

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- 7) Do you have registration of firm (If yes, mention no.) : Yes/ No  
8) Do you have TAN NO.? (If yes, mention no.) : Yes/ No  
9) Self-declaration about financial statement: :  
(To be given separately for each partner in case of joint venture/ association)

a) Name of the Agency/ Firm:

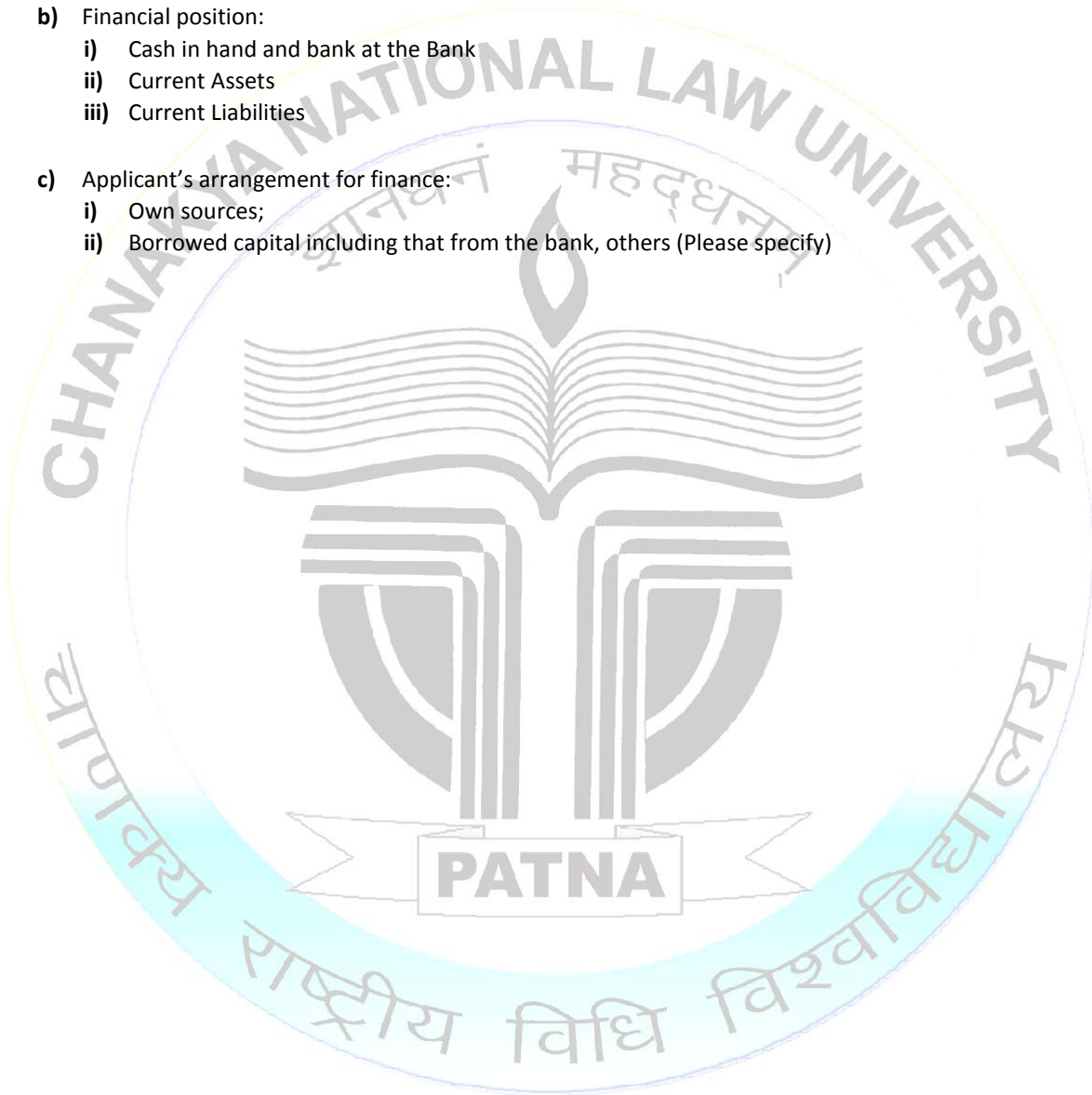
(Partner in case of Joint venture/ association)

b) Financial position:

- i) Cash in hand and bank at the Bank  
ii) Current Assets  
iii) Current Liabilities

c) Applicant's arrangement for finance:

- i) Own sources;  
ii) Borrowed capital including that from the bank, others (Please specify)



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## FINANCIAL BID

Name of the work : Providing indoor mess services in Boys Hostel and Girls Hostel.  
Cost of Bid Document : Rs. 5000/- (Five Thousands Only)  
Earnest Money : Rs. 2000/- (Twenty Thousands Only)

Quoted rate per months : In Figures

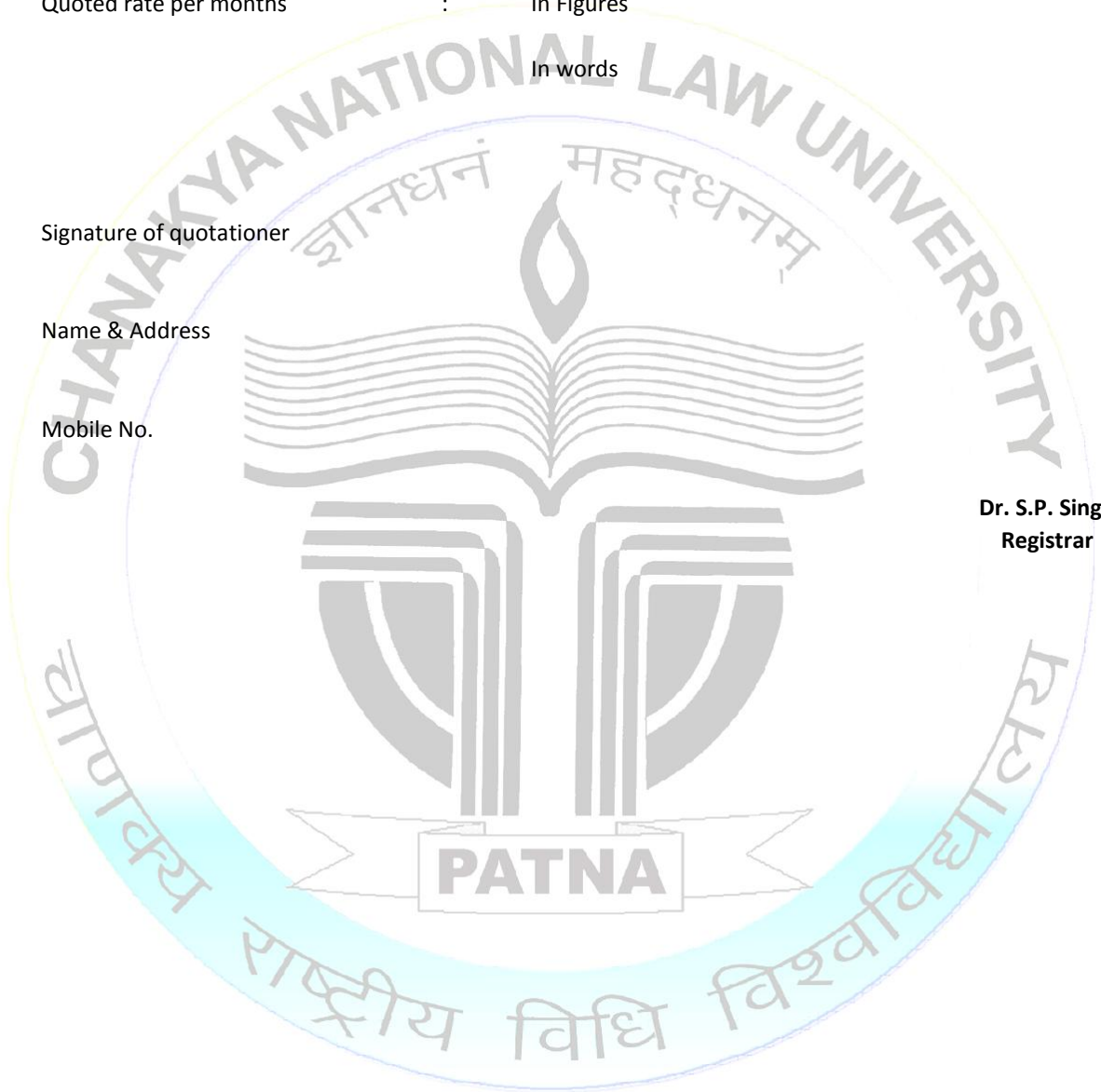
In words

Signature of quotationer

Name & Address

Mobile No.

Dr. S.P. Singh  
Registrar





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## ANNEXURE – 2

### MENU LIST

Morning Tea will be served at 06:00 AM.

<u>DAYS</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>TEA</u>	<u>DINNER</u>
	07:50 am to 10:00 am	01:00 pm to 3:00 pm	05:00 pm to 6:45 pm	8:00 pm to 10:00 pm
Monday	Tea, Milk, Cornflakes, Puri Chola, Sprouts.	Roti, Fried Rice, Dal, Chicken Curry, Chilli Paneer, Green Salad.	Tea	Roti, Dal, Rice, Salad, Mix Veg, Sooji Ka Halwa.
Tuesday	Tea, Milk, Cornflakes, Aaloo Pratha, Egg, Banana, Sprouts.	Roti, Veg. Biryani, Fried Dal, Seasonal Vegetable, Salad.	Tea	Puri, Lauki Daal, Rice, Dal, Dhaniya/Imli Chatni, Sabudana Kheer, Salad.
Wednesday	Tea, Milk, Cornflakes, Idli Sambhar Chatni, Egg/ Banana, Sprouts.	Roti, Rice, Dal, Chicken Butter Masala, Palak- Paneer, Salad.	Tea	Roti, Dal, Rice, Seasonal Vegetable , Aaloo Bhujia, Plain Curry, Rassogulla.
Thursday	Tea, Milk, Cornflakes, Puri Chola, Egg/Banana Sprouts.	Roti, Rice, Dal Fry Veg Kofta, , Papad, Boondi Raita, Salad.	Tea	Puri, Aaloo Chana Ghugni, Rice, dal, Chatni, Salad.
Friday	Tea, Milk, Cornflakes, Aaloo Sandwich, Sprouts.	Roti, Rice, Dal, Butter Chicken, Butter Masala Vegetable, Salad.	Tea	Roti, Rice, Dal Tarka, Gatte ki Sabji, Vegetable raita, Rassogulla.
Saturday	Tea, Milk, Cornflakes, Sprout, Aaloo Chana, Egg/Banana, Litti.	Khichadi, Chokha, Roti, Mix Veg., Papad, Pickles, Salad, Raita	Tea	Jeera Rice, Dal Fry, Roti, Pakodi Sabji, Salad, Kheer.
Sunday	Tea, Milk, Cornflakes, Banana, Chola- Bhatara/Dosa, Egg/Banana.	Roti, Rice, Dal Makhani, Aaloo Bhujia, Salad.	Tea	Roti, Rice, Dal, Egg Curry, Mushroom, Salad, Sewai.

#### Notes:-

Banana	: 2 Pieces	Rasogulla	: 1 Pieces
Chicken	: 3 Pieces	PAV	: 4 Pieces
Manchurian	: 4 Pieces	Egg	: 1 Pieces
Veg-Kofta	: 3 Pieces	Milk	: 100 ml
Halwa/Sewai/Kheer	: 1 Cup		

Either Egg or Banana will only be provided.

Either Vegetarian or Non Vegetarian meal will be provided.

Signature of quotationer

Dr. S.P. Singh  
Registrar

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## ANNEXURE – 3

### FINANCIAL BID FOR EXTRA CHARGE ON DIRECT PAYMENT BASIS TO

Sr. No.	Items Name	(Amount)	
		In figure	In words
1.	CHICKEN CURRY		
2.	BUTTER CHICKEN		
3.	FISH CURRY		
4.	PANEER MASHALA		
5.	BUTTER PANEER		
6.	MUSHROOM MASHALA		
7.	AALOO BHUJIA		
8.	BHINDI BHUJIA		

Signature of quotationer

Name & Address

Mobile No.

Dr. S.P. Singh  
Registrar