

**Doctor Harisingh Gour Vishwavidyalaya, Sagar (M.P.) 470 003**  
(A Central University)  
(Established under The Central Universities Act 2009)



PHONE No 07582 297136

**TENDER NO: DHSGSU/SP/MESS/Rani Laxmibai/208**

**Date: 22.07 .2022**

**NOTICE INVITING TENDER FOR MESS SERVICES FOR RANI  
LAKSHMIBAI GIRLS HOSTEL**

**TABLE OF CONTENTS**

S.NO.	DESCRIPTION	PAGE NO.
01	ABOUT THE VISHWAVIDYALAYA	2
02	BRIEF OF TENDER	2
03	DEFINITIONS	3
04	SCOPE OF WORK	3
05	JOB SPECIFICATION	4
06	TECHNICAL ELIGIBILITY	6
07	SUBMISSION OF TENDER	7
08	IMPORTANT INSTRUCTIONS	9
09	TERMS OF PAYMENT	10
10	CONTRACT PERIOD	10
11	GENERAL INSTRUCTIONS	10
12	OTHER TERMS AND CONDITIONS	11
13	GUIDELINES FOR WORKERS OF THE CONTRACTOR	12
14	ADDITIONAL CONDITIONS	13
15	TERMINATION OF CONTRACT	14
16	PENALTY CLAUSE	14
17	ANNEXURE --1 ( UNDERTAKING )	16
18	ANNEXURE --2 (MENU)	17
19	ANNEXURE – 3 ( PERMISSIBLE BRANDS IN HOSTEL MESS )	19
20	ANNEXURE – 4 ( PROFORMA OF BANK GUARANTEE )	20
21	ANNEXURE – 5 (INSTRUCTIONS FOR ONLINE SUBMISSION OF BIDS)	22
22	ANNEXURE – 6 ( EXEMPTION/ RELAXATION CLAIM FORM)	24
23	ANNEXURE – 7( SIMILAR WORK CERTIFICATE/ DECLARATION)	25
24	ANNEXURE – 8 ( CERTIFICATE OF TURNOVER)	26
25	ANNEXURE – 9 ( EXPERIENCE CERTIFICATE)	27
26	ANNEXURE – 10 (BIDDER'S WARRANTY)	28
27	ANNEXURE – 11 ( NO NEAR-RELATIVE CERTIFICATE/ DECLARATION)	29

**ABOUT THE VISHWAVIDYALAYA:** Doctor Harisingh Gour Vishwavidyalaya Sagar (A Central University), formerly University of Saugar, was established on 18th July 1946 by Dr. Sir Hari Singh Gour (founder VC) by his lifetime saving. The University is situated 5 Km. east of Sagar city and its campus covers an area of 1312.89 acres over Pathatiya Hills connected to the Vindhya Range, surrounded by lush green forest (about 100 acres) within its campus and has effectively contributed to the maintenance and preservation of ecosystem and its biodiversity. It is one of the finest picturesque campuses in India. The NAAC appointed by UGC has awarded 'A' Grade re-accreditation to this University. This University is declared as a Central University w.e.f. 15th Jan 2009. The University is developing in a congenial peaceful disciplined and enthusiastic atmosphere.

## BRIEF OF TENDER

Tender for work of	MESS SERVICES FOR RANI LAKSHMIBAI GIRLS HOSTEL
Estimated Annual Contract Value	<b>5000000</b>
Date of availability of Tender document in the Vishwavidyalaya website	<b>22.07.2022 at 18.00 Hrs</b>
Pre Bid Tender Meeting ( Date, Time & Venue )	Office of Chief Warden Dr. H.S. Gour Vishwavidyalaya Sagar 470003 (M.P.) Date: 27.07.2022 at 16.00 Hrs
Submission of Bid Start Date	<b>27.07.2022 at 18.00 Hrs</b>
Submission of Bid End Date	<b>17.08.2022 at 18.00 Hrs</b>
Date of Opening of Technical Bid	<b>19.08.2022 at 16.00 Hrs</b>
EMD	Rs.1,00,000/- by way of DD/ Bank Guarantee/NEFT/RTGS Account No. <b>10186725260</b> IFSC code SBIN 0001143 in Favour of "Registrar Dr. H.S.Gour Vishwavidyalaya Sagar MP
Last Date of Submission of original EMD	<b>18.08.2022 at 18.00 Hrs</b>
Address for submission of original EMD	Office of Chief Warden Dr. H.S. Gour Vishwavidyalaya Sagar 470003 (M.P.)
Date of opening of Financial bids	To be announced later

On behalf of the Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) **ONLINE tenders** are invited under two cover system from licensed caterers or well established caterers for Mess Facility in the Girls' Hostel (Rani Laxmibai Hostel). For details of terms and conditions, please refer to the tender copy. Tender document may be downloaded from website of the Vishwavidyalaya ([www.dhgsu.edu.in](http://www.dhgsu.edu.in)) and CPP Portal.

Registrar  
Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.)

## DEFINITIONS

- 1) The Vishwavidyalaya means the Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 2) Vice Chancellor, means the Vice Chancellor of - Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 3) Registrar, means the Registrar of Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 4) Chairman means Chairman, Chief Warden, Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 5) Warden means warden of the hostel in Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 6) Tenderer means the bidder participating in the tender.
- 7) Contractor means the successful bidder/ Tenderer, who has been awarded the contract.
- 8) 'Month' means 30 days for any calculation purpose, irrespective of actual number of days in a particular month.
- 9) Setup means Cooking utensils, serving utensils, crockery, cutlery, manpower and any other requirement for mess operation.
- 10)Furnished dining hall means providing dining tables, chairs, fans and lights (Tubelights, LED lights etc.)

### I. SCOPE OF WORK:

The contract of mess will be awarded to successful bidder. The number of student members in each mess will be as mentioned below:

S.N.	Name of Hostel	No. of Students	Remarks
1	Rani Lakshmibai Girls Hostel	200	+/- 10% variation in number of students

To prepare and serve Breakfast, lunch and dinner to students, guests and visitors of the Vishwavidyalaya, on payment basis, as per weekly menu decided by both the parties i.e. the contractor and student committee. Contractor should have one complete setup for the mess service. It is required to maintain the mess and its surroundings neat and clean. The employees of the contractor have to work under the guidance of mess manager appointed by the contractor and coordinate with the authorized representative of the Vishwavidyalaya.

## **II. JOB SPECIFICATION AND MESS TIMING:**

- 1) The food has to be prepared in clean, hygienic and safe conditions as per the menu and Brands given in Annexure-1 and annexure 2 respectively.
- 2) The employees of the contractor should have worked in large canteens, hostels, messes and should have the knowledge and aptitude of preparing vegetarian food.
- 3) Subletting by the caterer is strictly prohibited.
- 4) The garbage collected from the kitchen, dining hall, dish wash area will be disposed of every morning and evening through garbage van in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic.
- 5) The waste material and unused /leftover food from mess will be removed from mess premises every day.
- 6) The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and mopped, after every meal (Breakfast, lunch and dinner) and be disinfected once in 15 days or as and when required.
- 7) High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily.
- 8) There should be ladies staff to serve the food. Water should be served on the dining tables.
- 9) After every meal (Breakfast, lunch and dinner) all the utensils (plates, cups, katoris, water glass, spoons etc.), are to be cleaned with soap solution with hot water, dried and kept ready for the next meal. All the vessels used for cooking also should be washed in soap solution with hot water and properly cleaned vessels should be available for use for cooking the next meal.
- 10) The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- 11) After every round of meal, table should be cleaned/ wiped before serving next batch of students. Cleaners will not be engaged for kitchen work.
- 12) Food can be served to the hostel rooms for sick students only as and when required with prior permission of warden of the hostel.

- 13) Water coolers should be cleaned after every 15 days and should be maintained as per the instructions by the authority.
- 14) Proper cleaning of all vessels, utensils, dining area, kitchen, water coolers etc. should be of high standard. Any shortcoming in this will be penalized strictly.
- 15) The tea spoons, table spoons, stainless steel tumbler glasses, katories, should made available by the contractor at his/ her own cost and the contractor will be responsible for loss of any item.
- 16) The contractor will require submitting medical report and police verification of all the employees within ten days of their joining.
- 17) Number of workers should not be less than ten in each setup. Credentials of deployed employees will be checked by the respective warden, if found unsatisfactory may be instructed to replace such employee(s).
- 18) Security of premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering contractor.
- 19) Major civil and electrical works will be attended by the university. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. are the responsibility of the catering contractor.
- 20) Rs. 2000/- will be levied on account of Electricity charges. These charges will be paid by caterer in advance on monthly basis. Use of heaters in kitchen is strictly prohibited.
- 21) Kitchen equipment, Gas burners with Commercial cylinder cooking utensils, crockery, cutlery etc will not be provided by the university Hostel. Upkeep of all items provided by the Hostel will be the sole responsibility of the caterer.
- 22) Refilling of Commercial cylinders procurement of good quality provisions and other consumables is the responsibility of the caterer.
- 23) The dining hall will be furnished by the University but it will be maintained in good decor and hygienically by the catering contractor.
- 24) The caterer shall attend meeting of the committee, as and when convened by the competent authority.
- 25) The workers in the mess are not allowed to use mobile in mess premises.
- 26) The timing of mess are as follows :

Breakfast : 07:30 AM to 08:30 AM

Lunch	: 12:00 AM to 02:00 PM
Evening Tea	: 05:00 PM to 06:00 PM
Dinner	: 08:00 PM to 09:30 PM

Any changes in the timings, menu will be determine by the committee constituted by the Wardens.

- 27) Coupons for Parents meals and extra meals will be sold (given) to the customer either on the basis of a student writing for it in the register maintained or against cash payment for the same to the caterers. The price of the same shall be decided by the Committee in consultation with the Caterer.
- 28) In case the mess is closed on any occasion or for pest control then special dinner / lunch shall be provided, at no extra cost.
- 29) In case a special event is organized in the hostel for which food is arranged from another caterer/restaurant, the same shall be provided to the students with no extra cost to the students

### III. TECHNICAL ELIGIBILITY

**For a tenderer to qualify in the technical bid following eligibilities are required.**

- 1) Tenderer should be a registered and a licensed contractor for the said job types specified in Scope of work, such as:
  - a. Food Safety and Standards Authority of India (*fssai*)
  - b. Valid license/ registration for establishment

Tenderer should have a minimum of **three years' experience** in providing similar type of services to Government/ Public Sector undertaking/Large industrial establishment/organizations/ companies/Educational Institutes/ Vishwavidyalayas of repute.

- 2) Tenderer should have successfully completed similar work in magnitude and duration where similar means one work of contract value 80% of estimated annual contract value or more per year OR two works of contract value 50% of estimated annual contract value or more per year, OR three works of contract value 40% of estimated annual contract value or more per year in last three years in State/Central Government/PSU/Autonomous Body under Government/ Govt. Institutions / Educational Institutions.
- 3) An undertaking that the tenderer has not been blacklisted by any govt. organization in the last 05 years.
- 4) The tenderer should have a turnover of **Rs. Fifteen Lakhs or more** on average basis for the last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21). Supported by

statements of accounts showing turnover for these years, duly certified by Chartered Accountant, to be submitted with the tender document.

- 5) The tenderer should have valid PAN and GST Registration.
- 6) The Tenderer shall deposit EMD by way of Demand Draft/Banker's Cheque/ bank guarantee, drawn in favour of **the Registrar, Dr. Harisingh Gour Vishwavidyalaya Sagar**, payable at Sagar. Bank guarantee should remain valid for at least 60 days beyond final bid validity period. Firms eligible for waiver from submission of EMD as per Government of India rules should submit relevant registration document for claiming exemption. EMD will not carry any interest and the same will be refunded to the unsuccessful tenderer within 30 days from the date of tender opening or finalization of the tender whichever is later. Any tender without EMD in Part-A will be summarily rejected.
- 7) Tenderer should submit on signed letterhead the Bidder's Warranty and No Near-Relative Certificate/ Declaration as per the **ANNEXURE - 10 & 11**

#### **IV. SUBMISSION OF TENDER**

**Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Tenderers are advised to follow the instructions "Instructions to Bidders for Online Bid Submission" provided in Annexure - 5 for online submission of bids.**

Tenders will have to be submitted in TWO PARTS i.e. (a) Technical Bid and (b) Financial Bid through **ONLINE** mode only.

- i) Original EMD should be sent to the Vishwavidyalaya by the date as mentioned in the tender document. EMD should be sealed in a envelope duly super scribed as EMD along with Tender No. as mentioned below:

<b>TENDER FOR MESS SERVICES FOR RANI LAKSHMIBAI GIRLS HOSTEL EMD</b>
<div style="display: flex; justify-content: space-between;"><div><b>TENDER NO.</b></div><div><b>Dated:-</b></div></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div><b>To The Chairman, Chief Warden Dr. Harisingh Gour Vishwavidyalaya Sagar (A Central University) Sagar- 470003 Madhya Pradesh</b></div><div><b>From:- M/s..... Phone No.: Email Id.:</b></div></div>

## **ii) Technical Bid**

**Technical bid shall be submitted through ONLINE mode only. Following documents should be submitted in pdf format:**

- a) Signed and scanned copy of valid license from Food Safety and Standards Authority of India.
- b) Signed and scanned copy of valid license/ registration for establishment.
- c) Scanned copy of three years' experience certificate in providing similar type of services (Annexure – 9).
- d) Scanned copy of successful completion of Similar Work in last three years (Annexure – 7).
- e) Signed and scanned copy of Undertaking Annexure-1.
- f) Signed and scanned copy of Bidder's Warranty and No Near-Relative Certificate/ Declaration (Annexure – 10 & 11)
- g) Scanned copy of CA certified statement of Account showing turnover for last three years (FY 2018-19, FY 2019-20 and FY 2020-21) (Annexure- 8).
- h) Signed and scanned copy of PAN of bidder.
- i) Signed and scanned copy of GST registration of bidder.
- j) Signed and scanned copy of EMD.
- k) Signed and scanned copy of Exemption/ Relaxation Form (Annexure – 6) along with requisite documents, if exemption/ relaxation claimed, if required.

Bidders registered as MSEs will be allowed exemption in EMD, as per Rule 170 of GFR 2017 and relaxation in respect of prior turnover and prior experience up to 50% shall be granted to bidders registered as Startups, as per Rule 173(1) of GFR 2017. Exemption and/ or relaxation can be claimed by submitting copy of certificate/ license/ any other document as per the rules/norms.

## **iii) Financial Bid**



- a) Financial Bid stating the rates in prescribed format through ONLINE mode only.
- b) Financial bids of only shortlisted bidders will be opened. Short listing will be done on the basis of technical bids as per technical criteria mentioned in the tender document.
- c) Price quoted should include all costs including all taxes. It should also include cost of any auxiliary equipment or accessory required, etc.
- d) Price should be quoted in Indian currency and in whole rupees only.
- e) The **quoted** price must be valid for a minimum period of **90 days** which shall be reckoned from the date of opening for price bid.

## V. IMPORTANT INSTRUCTIONS

- 1) Only successful vendor's EMD will be retained as a part of security deposit and is refundable after termination of the contract/ receipt of security deposit, without any interest, after deducting dues if any, to the Vishwavidyalaya.
- 2) If the contractor fails to carry out the jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.
- 3) The contractor shall be solely responsible either for any injury, damage, accident to any worker by the agency or for any loss or damage to the equipment/ property in the areas of work.
- 4) The workers employed by the contractor shall wear uniform and name badge, which is provided by the contractor and the agency, shall be responsible for the discipline of his workers. The workers are not employees of the Vishwavidyalaya and shall not have any claim whatsoever on the Vishwavidyalaya and shall not act detrimental to the interest of the Vishwavidyalaya. The workers shall have to follow the security regulations as directed by Security Officer of the Vishwavidyalaya. Workers shall not form union or carry out trade union activities in the campus.
- 5) The contractor will be provided space, in the respective hostel's kitchen, for cooking, storage and mess-employees, etc.
- 6) Sub-letting/sub-contracting the work is not permissible under any circumstances.
- 7) The mess employees should be medically fit to work in Kitchen and dining hall in the mess. They should not suffer from any contagious disease.
- 8) Medical checkup of all deployed employees, every six month or as and when required, by the Vishwavidyalaya's Medical Officer is mandatory.

- 9) **Pre-bid meeting:** A pre-bid meeting would be held as per scheduled date and time. The tenderers who require any clarifications of the tender documents are invited for the meeting.
- 10) The books of accounts regarding attendance, acquaintance, wages paid, PF accounts etc. are to be maintained properly and produced for inspection to the Vishwavidyalaya, whenever asked for and the Vishwavidyalaya can take penal action for non-compliance.
- 11) The normal working hours of all the mess are from 6.00 am to 10pm. However, the Vishwavidyalaya may call for special services that may be at times beyond these hours on special occasions, without any additional payment.

## **VI. TERMS OF PAYMENT**

- 1) Contractor will collect payment from students directly. It may be taken in advance for one/current month.
- 2) Contractor should make available all payment modes to students such as e-transfer, RTGS/NEFT, Mobile app transfer, POS machine, etc. No cash transaction will be allowed in this regard.

## **VIII. CONTRACT PERIOD**

The contract will be for a period of one year, which could be extended further for two more years (one year at a time) on satisfactory performance and on mutual consent of both the parties at the end of the year on the same term and conditions.

## **IX. GENERAL INSTRUCTIONS**

- 1) Quoted price should be inclusive of all taxes and duties.
- 2) The offer should be valid for a period of at least 90 days beyond the date of the tender opening.
- 3) The tenderer should be prepared to come to the Vishwavidyalaya to take part in discussions, if required at a short notice.
- 4) The tenders should be submitted ONLINE and EMD, in original, should reach to the office of the **Chairman, Chief Warden, Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.)** as per the schedule mentioned.
- 5) The Vishwavidyalaya may form a committee to inspect the food quality provided by the tenderer elsewhere. The Vishwavidyalaya may also ask the tenderer to provide the items for sample testing before the finalization of the bids.

- 6) The contractor shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like EPF, ESI, Minimum Wages Act etc., and proper account of payments including minimum wages being made to the workers of the agency. The contractor shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Vishwavidyalaya against all such liabilities, which are likely to arise out of the agencies failure to fulfill such statutory obligations.
- 7) In case of any conflicting and/ or conditional terms submitted by the tenderer, the respective tender shall be summarily rejected.
- 8) The workers employed by the contractor should not have any criminal background; an affidavit to this effect must be attached with the tender by the tenderer. The contractor should submit police verification report of employees deployed to the Vishwavidyalaya within One month of the award of the contract.
- 9) All the documentation in the tender should be in English/Hindi only.
- 10) Successful contractor shall execute an agreement on a prescribed format.
- 11) Prospective bidders may inspect the Hostel mess premises with prior appointment with warden of the Hostel.

## **X. OTHER TERMS AND CONDITIONS**

### **1) DISPUTES:**

- a. In case of any disputes, the decision of the Vice Chancellor of the Vishwavidyalaya shall be final and binding on the Bidders.

#### **b. ARBITRATION**

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Vishwavidyalaya and the Bidder/ contractor in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration appointed by the Vice Chancellor, Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) who shall give written award of his decision to both the parties.

- c. All legal disputes shall be subjected to jurisdiction of Sagar court(s) only.

- 2) **INSURANCE TO EMPLOYEES:** All employees engaged by the contractor shall be comprehensively insured for accidents and injuries by the contractor at his cost. The tenderer must make ESI and EPF payment in respect of each employee engaged in the work

and details (payment vouchers) need to be furnished respective hostel warden within one month after payment.

- 3) **INDEMNITY:** The Vishwavidyalaya shall be indemnified for all losses due to commissions and omissions of any person deployed by the contractor. There shall not be any loss or damage caused to the Vishwavidyalaya (people and / or property) on account of any negligence, carelessness, acts of omissions/ commissions of contractors, his employees or staff and the same shall be compensated/ repaired by the contractor. It shall be made very clear that the employees/ staff engaged by the contractor shall not be treated or considered as employees of the Vishwavidyalaya under any circumstances. The contractor shall defend, indemnify and hold the Vishwavidyalaya harmless from any liability or damage, law suits, penalties imposed by any State and Central Government Department or statutory body or by a third party for reasons of violation of any of their statutory provisions or requirements. The Vishwavidyalaya shall not be liable for any damage or compensation payable to any worker or to any person as a consequence of his work and the Vishwavidyalaya shall be completely indemnified accordingly.
- 4) **SECURITY DEPOSIT:** The contractor shall provide Security Deposit of **3% of contract value (Contract value= Rate per student per month X Number of students X 10)** in the form of Demand Draft or **Performance Bank Guarantee** from the nationalized bank in favour of the Registrar, Dr. Harisingh Gour Vishwavidyalaya Sagar payable at Sagar before the commencement of the contract.

If the contractor fails to carry out the entrusted job contract services and related miscellaneous works within the stipulated time and as per the scope of work and job specification, Vishwavidyalaya reserves the right to impose penalty as specified in the Penalty Clause and has the right to get the work done through someone else.

The security deposit furnished by the contractor will not carry any interest and will be refunded:-

- i. On completion of job contract service entrusted to the contractor satisfactorily. If the work is not satisfactory security deposit is liable for forfeiture.
- ii. The security deposit made by the contractor will be released only after producing the proof of compliance of provident fund, minimum wages etc. of the employees engaged by him/her.

## **XI. GUIDELINES FOR THE WORKERS OF THE CONTRACTOR**

- 1) They shall not act in any way detrimental to the interest of the Vishwavidyalaya.
- 2) They are not employees of the Vishwavidyalaya and shall not have any claim whatsoever on the Vishwavidyalaya.

- 3) Uniform: All personnel appointed by the contractor shall wear approved uniforms provided by the agency during working hours for proper identification of employees of different agencies.
- 4) The Contractor shall provide ID cards to the staff.
- 5) They shall follow the security instructions as directed by the Security Supervisor/ Officer.
- 6) They shall not participate in any strike or protest in any form.
- 7) The Contractor's workers can take rest in the dormitory provided in the messes during break timings.
- 8) All the contractor's workers are required to do their duty maintaining hygienic, cleaning and safety.
- 9) A list of workers profile has to be submitted to Chairman, Chief Warden of the Vishwavidyalaya for approval and should be employed only on the approval.
- 10) Contractor shall ensure that the behavior of the workers/staff with the students/mess users is decent. Contractor shall be responsible for any miss-behavior and/or abusive language by the workers/staff and necessary action may be taken in any of such occurrence.
- 11) Smoking and consumption of alcohol by any of the mess staff in the Vishwavidyalaya premises is strictly prohibited.
- 12) All the required quantity of materials and labourers for Mess Contract and related miscellaneous works will be at the cost of the contractor, he shall furnish the staff position, implements, equipments, tools and plants for this work as proposed to be deployed by him

Whenever any claim for the payment of whether liquidated or not, money arises out of or under this contract against the contractor, the Vishwavidyalaya shall be entitled to recover such sum by appropriating in part or whole, the security deposit by the contractor. In the event of security deposit money being insufficient, then the balance or the total sum recoverable, shall be demanded from the contractor. In case of non-compliance appropriate action, as deem fit, may be initiated or any Security Deposit shall be withheld till such claims of the Vishwavidyalaya and finally adjudicated upon and paid by the contractor.

## **XII. ADDITIONAL CONDITIONS**

- 1) A complaint book / register is to be maintained by the contractor in the mess and should be made immediately available on demand by any of the mess user. This register should be provided to mess committee for periodic examination.

- 2) If absence of a student in the mess is for continuous three or more days and that is on account of holidays/approved leave, rebate in monthly mess payment will be given to students for these days and they will pay less amount after deducting the amount for said dates of absence.
- 3) Student can take leave from mess for maximum of five days in a month. More days of absence can be considered only in case of vacation/academic leave/exceptional cases which shall be decided by the respective hostel warden. Rebate in monthly payment will be given accordingly.

### **XIII. TERMINATION OF CONTRACT**

- 1) The Vishwavidyalaya reserves the right to cancel the award of the contract in case the food items/ meals are not found satisfactory for first 15 days from the date of the commencement of the contract.
- 2) The Vishwavidyalaya reserves the right to terminate the contract on two months' notice, without assigning any reason thereof. The contractor can also terminate the contract by giving notice at least 2 (Two) months' prior to date of termination and clearing all the dues to the Vishwavidyalaya, if he is not willing to continue the contract; the Contractor will be relieved subject to finalization of new contract. In both case contractor will not be eligible to participate in further tender process for at least next 3 years.
- 3) The Vishwavidyalaya reserves the right to terminate the contract on 1 (One) month notice, if the performance is not satisfactory.
- 4) If, at any time it is found that the tender was awarded based on any false / misleading information furnished by the tenderer, the Vishwavidyalaya reserves the right to terminate the contract immediately and forfeit security deposit.

### **XIV. PENALTY CLAUSE**

- 1) Work not done satisfactorily would be recorded. Reasons for rejection would also be recorded (Cleanliness, sufficient staff, service quality, food quality & quantity, quality of raw material etc. are some of the parameters for evaluation.)
- 2) Penalty shall be a maximum of Rs.5,000/- per fault/ unsatisfactory work to be decided by Wardens as per the recommendations of the Mess Committee.
- 3) If a written complaint is received (verified by a minimum of 10 students) on shortage of food, a penalty of an amount equivalent to 100 student's meals shall be imposed.
- 4) The cost of execution of the work at the risk as well as the penalty shall be recovered from the contractor. Recoveries may be made from the Security Deposit, which has to be made good within 15 days of the short fall.

- 5) If the quality of raw materials is not up to the mark in surprise/routine checking by the authority, a penalty equal to 10-50% amount of that day will be imposed on the low grade quantity. If any eatable of expiry date is found, penalty of Rs. 2000 per incidence shall be imposed and all such material will be seized by the Vishwavidyalaya.
- 6) If employee of the contractor do not wear approved uniforms provided by the agency during working hours then penalty of Rs. 100/- (one hundred only) per person per day will be imposed on the contractor.
- 7) Cleaner to clean dining tables after every round before serving next batch of students is found absent then penalty of Rs 1000/- on single instance would be imposed.
- 8) In addition to above penalty condition, penalties detailed in Annexure-5 will also be levied on the vendor in case of failure to comply with the laid down standards. After repetitive happening of any of above mistake on three or more occasions the contract will be liable to be terminated.

## **ANNEXURE-1**

### **UNDERTAKING**

1. I/we undertake that I/we have understood “All Parameters, Scope of Work and Job Specifications” mentioned in the Tender.
2. I/we undertake that I/we have carefully studied all the terms and conditions as mentioned in Annexure- 2.
3. I/we undertake that I/we have accepted all terms and conditions of the tender document.
4. I/we undertake that I/we will obtain labour license from concerned authority if work awarded to me/my firm/us.
5. I/we undertake that my firm/organization----- (name of firm/ organization) has not been blacklisted/ debarred by Central Govt./ State Govt./ Any Govt. Organization/ PSU.
6. I/we undertake that my firm/organization----- (name of firm/ organization) has not been convicted by the court of law.
7. I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.

Seal and signature of Tenderer



## ANNEXURE-2

### Menu

युवक छात्रावास मेस मेन्यू:-

Day	Breakfast	Lunch	Evening Tea	Dinner
Monday	Poha, jalebi(Green Mutter+Potato+ Onion+Lemon)+ Tea	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1	आलू प्याज भजिया इमली की चटनी/ नूडल्स चाय	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1
Tuesday	Paratha(Methi+ Gobhi)+Tea	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1	साबूदाना के बड़े, टमाटर की चटनी/ वेज कटलेट चाय	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1
Wednesday	Methi Puri Potato Vegetables + Tea	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1	पोहा हरी मटर प्याज नींबू/ढोकला चाय	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1
Thursday	Utpam+Sambhar +Sauce/ Upma + Tea	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1	मगोड़ी टमाटर की चटनी/आलू बोंडा चाय	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1
Friday	Chhola Bhatura/Idli +Sambher+ Sauce +Tea	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1	समोसा/कचौरी टमाटर की चटनी / पास्ता चाय	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1
Saturday	Potato Paratha+ + Tomato Sauce +Curd+ Tea	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1	पावभाजी/ सेंडवेज केचप चाय	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1
Sunday	Dosa+Sambhar +Sauce +Tea	Rice and Chapati, Mixed Pickle (Nilons, Mother's etc.), Seasonal Vegetable, Green Salad (at least Two variety) & lemon and any one item from Option 1	आलू भुजिया /ब्रेड पकोड़ा चाय	Mutter-Paneer, Arhar-Daal, Rice and Chapati Pickle (Nilons, Mother's etc.), Green Salad (at least Two variety) & lemon and any one item from Option 1

नोट:- 1. बाजार में उपलब्धता एवं मौसम के अनुसार सब्जियों में फेरबदल किया जा सकता है।

2. मीठा डिनर में प्रतिदिन एक पीस रसगुल्ला/बालूशाही/बर्फी/पेड़ा दिया जायेगा।

**Note:**

1. The menu as in Annexure-1 will be decided by the mess committee and mess contractor. In case of any dispute, matter will be referred to the hostel Warden and her decision will be final. However, before any final decision, Warden will take consent of both the parties.
2. Contractor will provide one item every day from Option 1 in lunch and dinner.

**Option 1**

- a) Daal: (8 Times) Arhar, Chana, Urad, Khadi-Massor, Masoor, Moong-Daal, Daal Makhni
- b) Paneer: (3 times) Mutter Paneer, Shahi Paneer, Palak Paneer etc.
- c) Beans: (3 times): Rajma, Chole etc.

3. Mess Committee and contractor will meet once in a month for any change in menu or seasonal vegetables.

In addition to items detailed in Menu at Annexure-1, contractor has to provide following items also.

- a) Sweets (gulab Jaamun, Rasgulla (2piece), Kheer at least three times in a week.
- b) Curd (with Sugar) (1bowl) or Raita (1bowl) at least five times in a week.
- c) Rasam at least three times in a week.
- d) Jeera rice or veg pulao at least three times in a week.
- e) One special meal in a week including one piece of sweet, raita paneer, tawa sabji, papad, veg pulao, puri or paratha etc.

### **ANNEXURE-3**

#### **Permissible Brands in Hostel Mess**

<b>Item</b>	<b>Brand</b>
Salt	Tata, Annapurna, Nature fresh
Spices	M.D.H. Masala, Satyam, Badshah, Everest
Ketchup	Maggi, Kissan, Heinz, Del Monte
Oil	Sundrop, Godrej, Saffola, Fortune, Dhara
(Sunflower/ Soyabean/ Groundnut) (use of Hydrogenated (vanaspati) oil is prohibited)	Pickle
Atta	Mother's or Pravin or Priya
Instant Noodles	Ashirvad, Pillsbury, Annapurna, Trishul
Flavoured fruit drinks	Maggi
Papad	Real, Tropicana,
Butter	Lijjat
Bread	Amul, Britannia, Mother Dairy
Cornflakes	Modern, Top & Town, Popular, Wibs, Kwality
Jam	Kellogg's
Ghee	Kisan or Maggi
Shrikhand	Sanchi ,Amul, Mother Dairy, Britannia
Milk	Sanchi ,Amul
Paneer	Sanchi, Amul, Mother Dairy (Without Water)
Tea	Amul, Sanchi
Coffee	Brook bond, Lipton, Tata, Taaza
Ice Cream	Nescafe
Dal	Top n Town, Amul, Kwality, Wadilal
Rice	Unpolished
	Basmati

The caterer may use any other FPO approved equivalent brands with prior approval of the Committee in writing.

## ANNEXURE – 4

### PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(to be stamped in accordance with relevant Act)

Ref:

Bank Guarantee No. ....

Registrar,  
Dr. Harisingh Gour  
Vishwavidyalaya, Sagar (M.P.)

Dear Sir,

In accordance with your NIT No. .... dated .....

M/s ..... having its registered/ Head office at ..... has participated in the said bid .

As an irrevocable Bank Guarantee against Performance Guarantee for an amount of\* ..... valid up to \*\* ....., is required to be submitted by the bidder as a condition precedent for commencement of the contract of supply of equipment, the amount is liable to be forfeited on the happening of any contingencies mentioned in the bid documents and contract agreement.

We, the ..... Bank at ..... having our head office at ..... guarantee and undertake to pay immediately on demand by The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) the amount\* ..... (in figures and words) without any reservation, protest, demur and recourse. Any Such demand made by said owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to ..... . If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s ..... on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this Day of ..... 2022 at .....

Witness

Signature

Signature.....

Name.....

Name.....

Designation .....

Address .....

Bank's Common Seal .....

Official Address .....

## **ANNEXURE- 5**

### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

More information useful for submitting online bids on the CPP portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

#### **REGISTRATION**

1. Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Online Bidder Enrolment ” on the CPP portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile number as part of registration process. These would be used for any communication from the CPP portal.
4. Upon enrolment, bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidders then logs in to the site through the secured log in by entering their user ID/ Password and the password of the DSC/e-Token.

#### **SEARCHING FOR THE TENDER DOCUMENTS**

1. There are various search options built in the CPP portal, to facilitate the bidders to reach active tenders by several parameters. These parameters could Tender ID, Organization Name, Location, Date Value, etc. There is also an option of advanced search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

#### **PREPARATION OF BIDS**

1. Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted to the concerned official latest by the last date as specified in the tender document. The details of DD/ other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to process of online bid submission or queries relating to CPP portal in general may be directed to the 24X 7 CPP Portal Helpdesk.

**ANNEXURE - 6**

**EXEMPTION/ RELAXATION CLAIM FORM**

I-----S/D/W of ----- is authorized signatory  
of M/s-----participating in  
tender No.-----

I am claiming exemption/ relaxation for following clauses of technical requirement:

- 1.-----
- 2.-----
- 3.-----

Copy(ies) of rules/ norms of Government of India and requisite registration/ license as  
mentioned below is/ are attached for consideration:

- 1.-----
- 2.-----
- 3.-----

Seal and signature of bidder



**ANNEXURE- 7**

**(To be submitted on letter head of the tenderer firm/organization)**

**SIMILAR WORK CERTIFICATE/ DECLARATION**

M/s -----has completed following similar works in respect of the tender copies of the same are attached herewith:

S.N.	Purchase/ work order number & date	Particulars	Amount in Rs.
1			
2			
3			

**Note:** similar work means one **work of catering/ mess service** with contract value 80% of estimated annual contract value or more per year OR two works of contract value 50% of estimated annual contract value or more per year, OR three works of contract value 40% of estimated annual contract value or more per year in last three years in State/Central Government/PSU/Autonomous Body under Government/ Govt. Institutions / Educational Institutions.

.

Seal and signature of bidder

**ANNEXURE – 8**

**( TO BE ISSUED BY PRACTISING COST/CHARTERED ACCOUNTANT ON THE LETTER HEAD )**

**CERTIFICATE OF TURNOVER**

This is to certify that M/s\_\_\_\_\_ (Agency Name & Address) is in the business of -----  
------. Their Turnover in each Financial Year during the preceding 03 (Three) years are as given below:

<u>Y e a r</u>	<u>Turnover</u> (In Rupees)
----------------	-----------------------------

FY 2018-19	
------------	--

FY 2019-20	
------------	--

FY 2020-21	
------------	--

This is further to certify that the above Turnover is in line with the Turnover declared by the Agency in their Income Tax Returns filed under PAN NO. \_\_\_\_\_.

Place:

Date:

**Seal and signature of Cost/ Chartered Accountant**

**ANNEXURE- 9**

**(To be submitted on letter head of the tenderer firm/organization)**

**EXPERIENCE CERTIFICATE**

M/s -----has three or more years of experience in respect of catering/ mess service copies of the same are attached herewith:

S.N.	Experience Certificate/Agreement/Purchase/ work order number & date	Particulars	Amount in Rs.
1			
2			
3			

**Note:** Experience Certificate/Agreement/Purchase/ work order should be submitted for three different years. These may have overlapping periods. These may be from one organization or more organizations. Attachments should be mandatorily attached.

Seal and signature of bidder

## **ANNEXURE-10**

(To be submitted on letter head of the tenderer firm/organization)

### **BIDDER'S WARRANTY**

M/s.-----

herein after referred to as "The Tenderer" having carefully studied the tender documents, Specifications, etc. accompanying the tender for supply of the above mentioned softwares/Equipment and desirous to submit the bid as per the Tender Document.

DO HERE BY WARRANTY THAT:

1. The tenderer is familiar with all the requirements of the bid documents.
2. The tenderer has investigated the site and satisfied, regarding the character and scope of the work and local conditions that may affect the supply or its Performance.
3. The tenderer is satisfied that the supply can be performed and completed as required in the contract.
4. The tenderer accepts all risk directly or indirectly connected with the performance of the contract.
5. The tenderer has had no collusion with other contractors, with any of the men of the University, Sagar or with any other person in preparation of the bid.
6. The tenderer has not been influenced by any statement or promise of the Officials of the University but only by the bid documents.
7. The tenderer is financially solvent.
8. The tenderer is experienced and competent to perform the contract to the satisfaction of the Registrar of the Vishwavidyalaya. The tenderer is also competent to take care of the problems in the system, if developed later within the warranty and outside the warranty period.
9. The tenderer assures to provide parts and accessories of the softwares/equipment up to the period mentioned in the bid/agreement years from date of installation of the softwares/equipment.
10. The statements submitted with the bid are true.
11. The contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
12. All the terms & conditions of the Supply Order will bind the bidder once his quote is accepted and supply order issued.

**Signature of the Tenderer along with official seal**

**ANNEXURE- 11**

(To be submitted on letter head of the tenderer firm/organization)

**NO NEAR-RELATIVE CERTIFICATE/ DECLARATION**

(To be submitted by authorized signatory)

I \_\_\_\_\_ son/daughter/wife of Shri \_\_\_\_\_  
Authorized  
signatory of M/s \_\_\_\_\_  
(Name and address of the bidder) is competent to sign this declaration and execute the tender document.

I \_\_\_\_\_ resident of \_\_\_\_\_ hereby certify that none of relatives of mine/proprietor/partners/directors is/are employed in the Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.). In case at any stage it is found that the information given by me is false/incorrect the purchaser shall have the absolute right to take any action as deemed fit/without any prior information to me.

The Information/documents furnished, along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Signatory)

Date:  
Place:

Full Name:  
Address:  
Seal: