



दक्षिण बिहार केन्द्रीय विश्वविद्यालय

कैम्प ऑफिस : बी.आई. टी. कैम्पस,
पो० ओ० : बि. वी. कॉलेज, पटना – 800014

Tender Ref.: CUSB/S&P/Admin/Tender/06/2016-17, Dated: 08/07/2016

Last date of submission:28/07/2016

NOTICE INVITING TENDER FOR CATERING SERVICE IN HOSTEL MESS

Central University of South Bihar intends to outsource catering services in the mess attached to its Boys & Girls hostels at Patna and Gaya initially for a period of one year which is extendable further subject to satisfactory performance.

Sealed tenders are invited from financially sound professional caterers with experience in running multi-cuisine food services in reputed institutions. A duly registered Reputed Contractor with PAN Number, necessary food license and having the experience of a minimum of 2 years of running Canteen/Mess in a Govt. Sector/PSUs/Educational Institutions/Private Institutions of repute is eligible to apply who can cater to the needs of Students as detailed here under:

Breakfast	:	All 7 days	} As per Annexure -A
Lunch	:	All 7 days	
Evening tea with some snacks	:	All 7 days	
Dinner	:	All 7 days	

The above items will be provided to approx. 200 students of CUSB [Hostel wise details are as per attached schedule].

Tender format can be downloaded from the website www.cusb.ac.in completed tender may be submitted to **The Registrar, Central University of Bihar, BIT Campus, P.O. B. V. College, Patna – 800 014** before **12:00 noon on 28.07.2016** alongwith a DD for Rs. 10,000/- (Rs. Ten thousand only) towards EMD (Refundable) and a separate DD for Rs. 500/- (Rs. Five hundred only) towards cost of Tender form (non-refundable) drawn in favour of Central University of South Bihar, Patna payable at Patna.

The technical bid and the financial bid should be sealed in separate covers and both of them should be sealed in a single cover and super scribed “Tender for catering service in Hostel Mess”. The Demand Draft for the EMD and Application fee should be kept alongwith the Technical bid. The selection of the Caterer will be based on a weighted criteria system to be derived from the tender documents of the bidders and only the technically qualified caterer’s financial bid will be opened for shortlisting and awarding the contract. CUSB reserves the right to shortlist/reject any or all tenders without assigning any reason. The tender will be opened on **28.07.2016 at 03:00 PM.**

Central University of South Bihar is having 02 Girls and 02 boys hostels in Gaya having space for mess services along with kitchen facilities, space for cooking and dining facilities for the students. Electricity on actual usage basis and free water shall also be provided by the University. However, raw materials, food articles, cooking fuel, cleaning/washing materials/tools and man power shall have to be arranged by the contractor at his/their own cost. CUSB shall provide limited accommodation for stay of the manpower engaged by the contractor. However, only female staff shall be allowed to stay in the girls hostels.

1. Technical and Qualifying Criteria:

- a) A contractor having an experience of minimum 2 years of running Canteen/ mess in a Govt. sector/ PSUs/ Educational Institutions/ Private Institutions of repute. (Attach experience certificate along with technical bid.)
- b) A Contractor having annual turnover of a minimum of Rs. 25 Lakhs (Please attach Bank Account statement & ITR).
- c) The firm/ Company having not ever been blacklisted by the Govt. Non. Govt. Agency. Give self-declaration duly notarized a Rs. 50 non-judicial stamp of not being blacklisting by the Govt. / Non Govt. Agency).
- d) The Contractor should have valid Service Tax and VAT Registration No. in firm's name. (Copy should be enclosed along with technical bid).
- e) The Contractor should have valid PAN No. either proprietor name food license or in firm's name. (Copy should be enclosed along with technical bid.)
- f) A demand draft of Rs. 10,000/- (Rupees Ten Thousand Only) is required to be deposited as an Earnest Money Deposit in favour of "Central University of South Bihar" along with tender.
- g) The Technical Bid without above information and supporting documents shall not be considered for evaluation of the Financial Bid. The Contractor has to fill the Technical Bid form Annexure I and II and provide supporting documents mentioned above.

2. Quality & hygiene to be provided by the Contractor

- a) The contractor shall procure food articles and vegetables of good quality to the satisfaction of the Mess Committee constituted by the University. The Mess Committee shall have the right to change any brand of material used for cooking, provided the cost of the same does not exceed the cost of specified brand.
- b) The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from Canteen premises as soon as possible and latest within 10 hrs of its preparation. Un-refrigerated cooked food, not consumed within four hours in summer months and six hours in winter months, shall be deemed to be stale and unfit for consumption.
- c) The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the employees/ students.
- d) The oil that remains from deep frying at the end of the day shall to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- e) The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time. They shall be sterilized each morning before serving of any items.
- f) The contractor shall pay special attention to maintain the kitchen in a neat and tidy condition at all times. For this purpose, the kitchen shall be cleaned thoroughly after each meal regularly.
- g) The contractor shall ensure that only hot food is served to the students.
- h) The contractor shall ensure that sufficient man power is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of kitchen assets and premises.
- i) On finalization of tender the contractor should follow the Menu, rate and brand of raw material by mutual understanding between Vendor and Mess Committee.

1. **General Terms and Conditions:**

1. The contract shall remain valid for a period of One year from the date of its conclusion further the contract can be extended on mutually agreed terms and conditions upto 3 years subject to satisfactory performance. The extensions shall be based on the satisfactory performance of the contract. The contract once awarded can be terminated by either party after giving one month notices. Nevertheless, CUSB may terminate the contract of the firm without any notice in case the firm commits a breach of any of the terms of the contract. CUSB's decision that a breach has occurred will be final and shall be accepted without demur by the firm
2. Acceptance of the terms and conditions enclosed in the tender form.
3. The rates quoted in this bid shall be for the items to be supplied at CUSB Hostels. Contractor shall not be allowed to reduce the items without prior written permission from Mess Committee. Failure to supply at the indicated cost shall be considered a breach of contract and invite appropriate action.
4. The Tenderer will have to enclose DD of earnest money deposit with Technical Bid which will be refundable only in case of non-acceptance of the offer. The tenderer shall also give an undertaking specifically agreeing to all tender conditions failing which his financial bid shall not be opened.
5. CUSB shall be entitled to take over possession of the premises after expiry of 24 hrs notice with no further correspondence. However, any case of default should be pointed out in writing to him as and when it comes to the notice to enable him to correct and rectify his mistake.
6. Tender shall be submitted in official tender form only, if submitted in any other form the same shall be summarily rejected. No tenderer shall be issued more than one tender form.
7. Tenders received without prescribed Earnest Money Deposit (EMD) shall not be considered.
8. The schedules issued with the form of tender listing the menus etc. for mess services to be rendered, must not be altered by the tendered. Any modifications/ alterations of the rate schedules considered necessary by the tenderer should be in the separate letter accompanying the tender.
9. No paper shall be detached from the tender.
10. The tender is liable to be ignored if complete information is not given there in or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
11. Individual signing the tender or other documents connected with the tender must specify whether he signs as:
 - a) A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - b) A partner of the firm if it is a partnership firm, in such case he must have authority to execute contracts on behalf of the firm by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
12. In case of above a copy of the partnership deed or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of Attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender. In case of partnership firm, where no authority to refer

dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm.

13. A demand draft of Rs. 10,000/- (Rupees Ten Thousand Only) is required to be deposited as an Earnest Money Deposit in favour of “Central University of South Bihar” payable at Patna along with tender. The Earnest Money Deposit of the successful tenderer shall be forfeited if the tenderer :
 - a) Withdraws tender offer before finalization of the same.
 - b) Fails to accept the tender, if his/ their tender is accepted by CUSB.
 - c) Fails to deposit the Security deposit within stipulated time limit.
 - d) Fails to execute the agreement in the prescribed form within 10 (Ten) days of the receipt of the letter awarding the contract.
 - e) Fails to commence the mess service within 10 (Ten) days of the receipt of the letter awarding the contract.
14. The successful tenderer has to deposit a demand draft/ PBG of **Rs. 1,00,000/- (Rupees One lakh only)** as refundable security deposit in favour of the “Central University of South Bihar, Patna.” No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any, of the contractor. The EMD of successful tenderer will be converted as security deposit and the EMD of unsuccessful tenderer will be refunded without interest on or before the 30th day after the award of the contract.
15. Late tenders will not be considered. CUSB reserves the right to accept or reject any or all the offers either fully or partly without assigning any reason and is not bound to accept the highest maintenance charges offered, since due weightage shall be given to several factors besides the financial bid.
16. Telegraphic/ fax or conditional tender will not be considered.
17. CUSB’s decision that breach has occurred will be final and shall be accepted without demur by the contractor.
18. If any time during the period of contract, it comes to the notice of the CUSB that the Agency has misled the CUSB by way of giving incorrect/false information, which has been material in the award of Contract to him/her, the contract shall be liable for termination besides other legal action which may be initiated against the Agency or the owner /partners/ directors or any person responsible for the affairs of the Agency under law.
19. The contractor will have to provide a list of workers who will be working at CUSB Hostels and provide complete details about them. The contractor will also provide police verification and medical report of all his/her workers.
20. The contractor will have to submit an affidavit at the time of signing the agreement indicating that all employees of the contractor are paid the minimum wage as per Minimum Wages Act of the Central Government.
21. The financial bid/s of the technically qualified bidders will only be opened.
22. Contractor shall abide by all laws of the land including labour laws (ESI, PF, Bonus, Income Tax or any other taxes levied by the Govt.) Companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations of this region and also those laws which are not essentially enumerated and defined herein. Any such claims at a later stage shall be the exclusive responsibility of the Contractor and it shall not involve the University in any way

whatsoever. The firm/ contractor shall submit the identity proof and affidavit in respect of all employed manpower.

23. The contractor will also submit a medical certificate on half yearly basis that all his/her employees handling food are not having any contagious diseases.
24. The Contractor will ensure that neat and clean clothes and aprons are used by his/her employees handling food at all times. Every employee so appointed by the contractor shall wear the prescribed uniform. The said uniform shall be provided by the contractor at his own cost.
25. The contractor will ensure that his/her employees do not loiter around in the rooms of the hostels. In case of any loss caused by the employees of the contractor, the contractor will be responsible.
26. CUSB reserves the right to ask & require the contractor to remove any person deployed by the contractor without assigning any reason or notice.
27. The contractor will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. The contractor will make the arrangement for keeping all eatables in covered showcase, free from flies and insects. Adequate number of dustbins will be provided by the contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen.
28. Contractor shall ensure daily removal of canteen garbage from the canteen premises to allotted area by Municipality.
29. The Contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.
30. The contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.
31. The raw materials used for cooking can be checked by mess committee at any time and if substandard/ unauthorized materials are found, the contractor will be penalized at the discretion of CUSB and contractor will have to abide by it.
32. The contractor should have sufficient equipment & crockery and other items normally required to cater to at least 50 persons at a given time.
33. The contractor should take all safety measures (including fire) while running canteen. He will keep a first – Aid box for the persons deployed to work in canteen.
34. The contractor shall not deploy any minor (child labour) for the canteen work.
35. The contractor shall abide by all laws of the land including labour laws, tax deduction liabilities, welfare measures of its employees.
36. CUSB will deduct Income Tax at source under section 194-C of the Income Tax Act, 1961 from the bills of the contractor.
37. The rates for different items shall be as per the list enclosed. The contractor if intends to serve eatables not specified in the enclosed list, the same must be with the approval of rates by the mess committee of CUSB.

38. The mess committee or its authorized representative/member (s) may inspect the preparation of food etc. on time to time.
39. In the event of unsatisfactory services rendered by the contractor, the contract may be cancelled by the CUSB, Monetary fine as penalty @ Rs. 2500/- per day will be imposed for every default during the period of contract. If the services do not improve subsequently, a monetary fine as penalty of Rs. 5000/- per day will be imposed for the defaults and this will have to be paid by the contractor within a week on receipt of communication from the CUSB, failing which it will be adjusted against the Security Deposit.
40. No responsibility will be taken by the CUSB for credit sales to students, staff, employees and others, losses or pilferage.
41. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in neither CUSB nor the contractor's workers shall have any right whatsoever to claim the benefit and /or emoluments that may be permissible or paid to the employees of CUSB. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/ her workers before deputing them to works at CUSB.
42. The contractor shall not engage the services of any sub-contractor or transfer the contract to any other person. If, it is found at any time that contractor is unable to provide the canteen services and has sub contacted to any other party, the CUSB has right to terminate the contract and to forfeit all security deposits by giving one month notice.
43. Firms submitting tender would be considered to have read & accepted all terms & conditions. No enquiries verbal or written shall be entertained in respect of acceptance or rejection of the tender. The bidder shall in a separate sheet disclose the details of the partners / directors etc. which shall be enclosed with technical bid.
44. The contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his agents or servants or workers to any property of the Institute. The CUSB reserves the option to make good the damage or loss by charging the contractor with the expenses.
45. In case of the breach of the terms of the agreement, security deposit of the contractor is liable to be forfeited.
46. Without prejudice to right under any other clause of the contract, the CUSB may in the event any breach of the conditions on the part of the contractor cancel the contract and charge the contractor with any loss arising from such cancellation.
47. Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by the Registrar, CUSB as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. Any Arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to higher than 8% charged simply on the award amounts or amounts payable to either party. No dispute arising of the execution, implementation or termination of the present contract, as also any other dispute with respect to the present contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and conciliation Act, 1996 and rules framed there under.
48. All legal disputes shall be subject to jurisdiction of State of Bihar only.
49. The contractor shall inform to the administration of CUSB any changes of Canteen workers, if required, made by him along with their police verification and medical report.

50. The contractor shall submit duly signed undertaking enclosed with the tender document.
51. Any act on part of the Contractor to influence anybody in CUSB would make him liable for rejection of his tender.
52. In the event of violation of any contractual or statutory obligations by the Contractor, he /she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the University by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/ compensate such claims or damages to the University. As a result of the acts of the Contractor, if the Institute is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the University or the University reserves the right to recover such amount from the payment (s) due to the Contractor while setting his/her bills or from the amount of Security Deposit of the Contractor lying with the University.
53. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
54. CUSB reserves right to allot all of the hostel to single firm or multiple vendors.
55. CUSB reserves the right to amend /omit fully/ partly any terms & conditions of the bid documents.
56. CUSB reserves the right to cancel the tender at any stage.
57. Payment will be made by the University within 10 days after the submission of bill duly verified by hostel in charge.
58. CUSB is running its academic and residensia (hostel) activities from rented buildings and therefore it is advisable that Contractor must visit the site.

(Registrar)
CUSB, Patna

CENTRAL UNIVERSITY OF SOUTH BIHAR

Name of Work: To run the mess facility at Boy’s and Girl’s Hostel of CUSB, Gaya Campus

Technical Bid

(Technical Bid should be kept in separate sealed cover super scribing “Technical Bid” on it).

Sl. No.	Description	To be filled by the Bidder
1	Name of the Tenderer	
2	Proprietor	
3	Address	
4	Registration No.	
5	PAN No.	
6	Contact No.	
7	Details of Tender document cost	(Rs.) With Draft No.
8	Details of EMD	Rupees Draft No. Issuing Bank

Details of Experience in the relevant field, attach copies of experience certificate from the organizations of at least last three years:

Sl. No.	Period		Organization/Agency
	From	To	

List of enclosures:

1. Experience Certificate -
2. Copy of PAN No. -
3. Copy of Registration No. -
4. Copy of ITR (Last Two Years) -

Part –B (Financial Bid)

Caterer should provide rates in the following pattern:

(A) On daily basis and per meal basis (Veg. and Non-Veg.)

Sl. No.	Particulars [for indicative menu] (as per tentative menu and as decided by University Authority)	Rates (In Rs.) per day per unit
		Veg./ Non-Veg.
a)	Morning Tea & Breakfast	
b)	Lunch (on Saturday, Sunday and Holidays)	
c)	Evening Tea & Snacks	
d)	Dinner	

Total cost for one day: Rs.....

The above rates will be inclusive of fuel, cost of procurement of rice, wheat and all other provisions, vegetables fruits, unloading and loading, transportation, storage, labour, all statutory taxes including service tax, duties and levies etc., per student. The University will not pay any other charges for the catering services provided.

NOTE: A tentative weekly Menu (Veg. and Non-Veg.) with variations on each day be provided on a separate sheet of paper attached as Annexure 'III'.

NOTE – Financial Evaluation will be made on the basis of total cost (a + b + c + d).

(Authorized Signatory)

UNDERTAKING

I, Shri R/O
..... hereby solemnly agree to abide by the Terms & Conditions and the rates enumerated above.

Any break of the Clause/ Clauses will render my contract null and void.

I have understood completely about this tender document and the terms and conditions therein. I agree to sell the eatables/ Buffet/ Breakfast/ Lunch/ Dinner on the rates mentioned in the tender rate list annexed with. I have also understood that I have to maintain the high standard, quality and hygiene of all the eatables as mentioned in the rate list of items with the tender.

Dated:_____

Signature of the Contractor

Name of the Contractor _____

Witness No. 1
(Name and full Address)

Witness No. 2
(Name and full address)

(Full signature of the Tenderer with seal of the Agency)

MESS MENU

Day & Time	BREAK FAST 07:30 AM TO 09:30 AM	LUNCH 12:30 PM TO 02:30 PM	EVENING TEA 06:00 TO 07:00 PM	DINNER 08:30 TO 09:30 PM
MONDAY	Bread (4 P) + Butter/Jam + Banana (2 P)	Rice + Chapati + Dal + Salad + Chicken / Mushroom	Tea + Biscuits	Rice + Roti + Dal + Salad + Sabji
TUESDAY	Apple (1P 100g approx) + Banana (2P) + Chana (100g)	Rice + Chapati + Dal + Salad + Bhujia + Sabji	Tea + Mixture	Rice + Roti + Salad + Rajama
WEDNESDAY	Kachauri + Sabji	Rice + Chapati + Dal + Salad + Paneer	Tea + Kurkure	Rice + Roti + Chutni + Dal + Seasonal Veg.
THURSDAY	Poha + Jalebi (2P)	Veg. Pulaw + Chapati + Salad + Tadka + Raita	Tea + Biscuits	Rice + Roti + Dal + Salad + Kofta + Sweet
FRIDAY	Bread (4 P) + Butter/Jam + Banana (2 P)	Rice + Chapati + Dal + Salad + Egg/Paneer	Tea + Mixture	Rice + Roti + Dal + Salad + Sabji + Kheer
SATURDAY	Idly (4P) + Sambhar	Rice + Chapati + Dal + Salad + Mix Veg.	Tea + Kurkure	Aloo Paatha + Chutni / Sauce
SUNDAY	Chhola Bhatura	Veg. Pulaw / Jeera Rice + Aloo Dum + Salad	Tea + Bread Pakora	Roti + Sabji + Sweet