



BID DOCUMENT No. NU/PS/SER/OT/1/16-17

Nalanda University

Rajgir 803 116

SUBJECT: Notice Inviting Tender (in e-Tendering mode) for annual contract for Catering Services in Nalanda University.

Sealed tenders (in e-tendering mode) are invited by the Nalanda University (NU) from eligible registered and authorized firms/agencies for Providing Catering Services required at Nalanda University premises (as per details given in the Tender Document) in Rajgir, District – Nalanda, Bihar – 803116.

Nalanda University has been established as an International University pursuant to the decisions taken in various East Asia Summits by an Act of Indian Parliament entitled "The Nalanda University Act, 2010 (No. 39 of 2010)". The University invites sealed Bid in Two Bid System (Technical and Financial) from interested parties for providing of Catering Services with suitable, trained and uniformed manpower for the University. The details of the Bid are as under:-

Brief Details of the Tender

Date of commencement : 2.07.2016
Pre Bid Meeting for the Bid : 08.07.2016 at 03.00 PM
in the Rajgir office of the University
Last date for submission of Bid Form : 23.07.16 by 3.00 PM
Date & Time for opening of Technical Bid : 23.07.16 at 3.30 PM
Date & Time for opening of Financial Bid : Will be intimated to all eligible bidders, separately
Estimated Cost of the Bid: Rs. 90,00,000/- (Rupees Ninety Lakh){Approximate}

Earnest Money Deposit : Rs. 1,80,000/- (Rupees One Lakh Eighty thousand only)

{The EMD must be enclosed along with bid documents in the form of Demand Draft or Banker's cheque of any Scheduled Bank drawn in favour of Nalanda University, payable at Rajgir or Fixed Deposit Receipt(FDR) of Scheduled Bank}

E-tender processing fee: Rs. 3000/- in the form of demand draft/Bankers cheque drawn in favour of Nalanda University, payable at Rajgir which should be submitted in addition to the demand draft for EMD.

Details of Deposit of Earnest Money Deposit (EMD) and the cost of the Bid Form:

S. No.	DD No./FDR No	Date	Amount (Rs.)	Drawn on Bank
Name of the Contractor/Agency with complete address and phone no. PAN No.				

Registrar
Nalanda University

INSTRUCTIONS TO BIDDERS

I. INTRODUCTION

Nalanda University, an institution established by an Act of parliament invites tenders in e-tendering mode from well-established, solvent and experienced agency (to be on-board, the existence of the bidders in the field of Catering Services should be minimum five years) for Catering Services. The University Campus is located in Rajgir, Dist- Nalanda, Bihar.

II. The tender documents can be downloaded from the website <http://www.eprocure.gov.in> and <http://www.nalandauniv.edu.in> from 02.07.2016 to 23.07.2016 (up to 03.00 P.M.).

III. Intending bidders are advised to obtain valid class-II (or appropriate class) digital signature to participate in the e-tendering process.

IV. The interested service providers/firms/agencies shall upload their tenders in <http://eprocure.gov.in/eprocure/app> and also physically submit the tenders (as per the guidelines given in "Process of Bid Submission" under Special Conditions of this tender document" in the tender box kept at Reception of Nalanda University's Rajgir Office both within the stipulated time and date as indicated above.

V. The interested service providers/firms have to submit the tenders in two bid system {i.e. (i) Technical Bid and (ii) Financial Bid}.

VI BID DESCRIPTION, TERMS & CONDITIONS AND ELIGIBILITY CRITERIA

Two Bid Bids (Technical Bid + Price Bid) are invited for annual contract for Catering Services at University Campus on behalf of the Vice Chancellor, Nalanda University from eligible agencies, having experience in similar work.

The agency shall fulfill the following :

- (i) The bidder should be registered with concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant provision applicable on All India basis.
- (ii) The agency should be registered with EPFO & ESIC and should have the valid registration certificates.
- (iii) The agency should have Registration of Service Tax/Sales, Tax & TIN etc. and should have submitted the last tax return, on time.
- (iv) The agency should have valid PAN No. in its name and company must be ISO certified.

(v) Eligibility Criteria:

Work Experience – During the past five years the bidder should have experience of providing Catering Services in any of the Departments/Autonomous Bodies/Universities/IITs/Public Sector Undertakings of State as well as Central Government/Banks/Airports/Hospitals/Medical Colleges/IT Parks/Private Hotels/any other private sector institutions. The bidder must have completed work for providing Catering Services at least:

- a. Three works contract of providing Catering Services not less than Rs. 36.00 lakh each, OR
- b. Two works contract of providing Catering Services not less than Rs 45 lakh each, OR
- c. One work contract of providing Catering Services not less than Rs 54.00 Lakh

The Bidder must have completed at least one service work of any nature (either as a part of the eligibility criteria as stated in the above para or separately) costing not less than Rs.50 Lakh with a Central or State Government Department/Central or State Autonomous Body/ Central or State PSU/ City Development Authority/ Municipal Corporation of City formed under any act by Central or State Govt. and published in Central or State Gazette during the last five years ending reckoned till last day of the previous month of publication of the Bid.

Financial Turnover: Minimum average Annual turnover of agency should be more than one crore, during each of the last three financial years. The company must submit last 3 years income tax return along with Bid document. An audited profit/loss statement for the last five financial years shall be submitted duly certified by a practicing Chartered Accountant. The bidder must not have incurred loss in the preceding two financial years ending 31st March 2016 according to the profit/loss statement. The Profit After Tax (PAT) should not be negative for more than two years in the preceding five years.

The bidder must submit a solvency certificate as may be certified by its bankers for a value not less than Rs 36.00 Lakhs (Rupees thirty Six lakh only). Such certificate shall not be of a date which is more than six months prior to the date of submission of tender.

(vi) The company should have been in existence for more than five years.

(viii) In case agency is blacklisted by any government organization/PSU/University etc., the Bid will be liable to be rejected. The interested bidders are to furnish a duly notarized affidavit, stating on oath that the bidder has not been blacklisted by any Govt Agency Bids received without such affidavit shall summarily be rejected and the University shall be entitled to forfeit the EMD.

(ix) Technical bid will be submitted in the Proforma for Technical Bid, given at Annexure 'A'.

(x) Price Bid will be submitted in the Proforma for Price Bid, given at Annexure 'B'.

(xi) EMD:

(a) The earnest money of the bidders whose bids are not accepted will be refunded after the bid has been finalised.

(b) If any bidder withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the University, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest bidder once the earnest money of all the bidders except those of the lowest is refunded as per provisions under para(a).

(c) If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited by the University automatically without any notice.

(d) In case of forfeiture of earnest money as prescribed in 1 and 2 above, bidder shall not be allowed to participate in the retendering process of the work.

VII. BID DOCUMENTS:

The Bid document comprises of:

- a) Notice of Invitation of Bid
- b) Form of Technical Bid (Annexure-A)
- c) Form of Price Bid (Annexure-B)
- d) Terms and conditions
- e) Form of Agreement (Annexure-II)
- f) Other Annexures.

The bidder is expected to examine all instructions, Forms, Terms, and Conditions in the Bid document. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document will be at the bidder's risk and may result in rejection of his bid.

EVALUATION OF TENDERS:

The technical evaluation of the tenders shall be done based on the following tender assessment format:

Sl No.	Attributes	Max. Marks	Min. qualifying marks	Marks Obtained By the Bidder	Evaluation Criteria ^{*1}	Remarks
A	Financial strength	25	12.5		(i) 60% marks for minimum eligibility criteria	
A 1	Average annual turnover	20			(ii) 100% marks for twice the minimum eligibility criteria or more	
A 2	Solvency Certificate	5			In between (i) & (ii) – on pro-rata basis	
B	Work Experience during last five years.	25	12.5		(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) – on pro-rata basis	
D	Performance of works (Quality)	40	20		The evaluation will be done by a committee/jury nominated by the University for the purpose based on documents submitted and/or other means as decided by the committee/jury who may include visit of the site of project referred to by the bidder or any other project as deemed fit. The bidder shall submit precise certificate given by the Owners/employers signed by an officer not below the rank of Executive Engineer/Deputy Registrar or equivalent along with photographic evidence to support evaluation for this category.	
E	Compliance of statutory requirements such as ESI, EPF, regular payment to the workers, ISO 9001	10	5		Evaluation can be taken up on the basis on documentary proofs submitted.	
	To become eligible for short listing the bidder must secure at least 50% marks in each of the above categories A, B, C, D & E and 60% marks in aggregate. The University reserves the right to restrict the list of qualified contractors to any number deemed suitable by it.					
	*1- Precise certificate given by the Owner signed by an officer not below the rank of Executive Engineer/Deputy Registrar or equivalent shall be furnished along with photographic evidence to support evaluation for this category.					

Notes on Assessment Format:

1. The total marks in the above mentioned assessment format add up to 100.
2. To become eligible for short listing the bidder must secure at least 50% marks in each of the above categories A, B, C, D & E and 60% marks in aggregate. The University reserves the right to restrict the list of qualified contractors to any number deemed suitable by it.
3. The Financial Bids of only those who qualify in the minimum criteria will be opened.
4. The cut off level determined by Nalanda University is not negotiable.

The final evaluation will be a combination of the Minimum Criteria and the Financial Bid in the following manner:

Technical Score (Minimum Criteria): 75 Marks

Financial Score (Financial Bid): 25 Marks

The technical score arrived at according to the technical assessment format will be rationalized to a total of 75 Marks.

The Financial Score will be arrived at as follows:

The Firm/ Entity/ Organization quoting the lowest fee will obtain the highest marks, i.e. 25. The fees quoted by all other Firms/ Entities/ Organizations will be marked based on the formula " $25 \times PL/P$ " where PL is the lowest fee quoted and P is the fee quoted by the respective Firm/ Entity/ Organization.

VIII. DURATION OF CONTRACT:

The duration of contract will be initially for one year and the University reserves the right to curtail or to extend the contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further three years subject to satisfactory work performance. However, the minimum wages will be revised as per orders of the Government of Bihar from time to time, but the contractor's profit (Service charge) will remain the same.

IX. SCOPE OF WORK, JOB DESCRIPTION AND RESPONSIBILITIES FOR CATERING SERVICES

The University intends to award the work of catering services on contract at following premises:-

Sl. NO.	Description of Premises covered under the tender
1.	Tathagat Residential Hall
2.	Ajatshatru Residential Hall
3.	Nalanda University Guest House, Bangalipara
4.	NU Interim University campus Cafeteria

5.	Residence Hall 3, Rajgir
6	Residence Hall 4, Rajgir
7.	Any other premise of the University

X. JOB DESCRIPTION

Sl. No	Type of meal	Days
1.	Breakfast	Daily
2.	Lunch	Daily
3.	Evening tea with snacks	Daily
4.	Dinner	Daily
* The contractor is also required to arrange Buffet lunch/dinner/High tea etc. with menu as decided by the University on mutually agreed reasonable rate on time to time basis.		

MINIMUM TOOLS AND EQUIPMENTS REQUIRED

XI. Minimum tools and equipment

Minimum tools and equipment required for Catering Services at site will be as per Annexure D. The items and quantity mentioned therein may change, as required and if considered necessary. If any material is found by the University of Sub-standard quality, the contractor shall be liable to replace it by the material of acceptable quality immediately. Failure to do so will invite a penalty of Rs. 500 per day.

XII. GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

'Agreement'	The word "agreement" and "Contract" has been used interchangeably
Party	The word "Party" means the successful Bidder to whom the work for 'Hiring of Catering Services in Nalanda University, Rajgir '
Letter of Acceptance	Shall mean the intent of the University to engage the successful bidder for the hiring of Catering Services in Nalanda University, Rajgir
Notice to Proceed	Shall mean the date on which the manpower

	services are to commence in University's premises
Confidential Information	Shall mean all information that is not generally known and which is obtained/received during the tenure of the contract and relates directly to the business/assets of University including the information having commercial value
Termination Date	Shall mean the date specified in the Notice of Termination given by either party to the other party, from which the contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing Catering Services in University premises has been awarded.

1.2 CONFIDENTIALITY

1.2.1 The contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the University's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the University. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of University's information.

1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to the University immediately on receipt of such queries.

2 PERFORMANCE SECURITY DEPOSIT (GUARANTEE)

2.1 The successful bidder has to deposit Performance Security Deposit (PSD), which will be a sum equivalent to 10% of the accepted contract value in favour of Nalanda University payable at Rajgir in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee from any scheduled bank made in the name of the agency/firm and hypothecated to the Nalanda University, Rajgir Bihar within fifteen days of the acceptance of the Letter of Intent.

PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the

successful bidder.

2.2 The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the University in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said FDR as may be considered by the University sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

a) If the contractor is called upon by the Competent Authority in the University to deposit Security and the contractor fails to provide the Security Deposit within the period specified such failure shall constitute a breach of the contract and the University shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

3. NOTICE TO PROCEED

After the acceptance of the Letter of Intent and securing Performance Security Deposit from the successful bidder, University shall issue the 'Notice to Proceed', to the contractor authorizing him to provide manpower in the University's premises at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

4.1 The successful bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 University shall prepare the draft Articles of Agreement in the Proforma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful bidder for their concurrence.

4.3 The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from the University, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 The competent authority of the University shall sign the contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE UNIVERSITY

- 5.1 The contractor shall be providing Catering Services in the University's premises as per the details given herein, or any other location as required by the University to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The University shall pay the charges as agreed between the University and the contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of the bidding process.
- 5.3 The contractor shall provide Catering Services in the University's premises to its entire satisfaction and it is the sole responsibility of the contractor that the work is executed in all respects in accordance with the contractor's obligations.

6. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Security Deposit.
- 6.2 The contractor shall commence Catering Services at Nalanda University premises at Rajgir, District Nalanda, Bihar within Ten (10) days from the date of receipt of Notice to Proceed.

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The contractor shall provide Catering Services in the premises of Nalanda University as per Schedule of Work/Requirements which may be amended from time to time by the University during the contractual period and it shall always form part and parcel of the contract. The contractor shall abide by such assignments as provided by the University from time to time.
- 7.2 The contractor shall provide Catering Services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the contractor only and the University shall not in any manner be liable. All statutory liabilities (such as ESI & PF, Bonus and other statutory dues etc.) shall be paid for by the contractor.
- 7.3 The contractor shall submit to the University the details of amount deposited on account of EPF, ESI and Bonus etc in respect of the deployed personnel to the concerned authorities from time to time.
- 7.4 The contractor shall produce to the University the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

- 7.5 The University shall have the right, within reason, to have any personnel removed, who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove any personnel with prior intimation to the University, emergencies exempted.
- 7.6 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the University shall own no liability and obligation in this regard.
- 7.7 The contractor shall exercise adequate supervision to reasonably ensure proper performance of Catering Services in accordance with Schedule of Requirements.
- 7.8 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the contractor to display the same.
- 7.9 The personnel of the contractor shall not be the employees of the University and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The contractor shall also provide at its own cost all the benefits, statutory or otherwise to its employees and the University shall not have any liability whatsoever on this account. The contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made thereunder for the time being in force, or any other law.
- 7.11 The contractor shall provide minimum of two sets each of summer and winter uniforms to its personnel at its own cost.
- 7.12 The contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the contractor quarterly basis.
- 7.13 The contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately

as required and regular meetings will be held with the University.

- 7.16 The contractor shall not employ any person below the age of 18 years. Manpower so engaged shall be trained for providing the services.

7.17 Contractor's Personnel

- 7.17.1 The contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Catering work at the University's site and in sufficient number to undertake the responsibilities imposed upon the contractor under the contract and to provide full attention for executing the work thereof.

- 7.17.2 The contractor shall submit its organizational chart, showing therein the details of key personnel with their full contact details. The contractor shall also keep informing the University of any change in its organization or its personnel

- 7.17.3 The personnel engaged by the contractor shall be dressed in a neat and clean uniform (including proper name badges).

8. CONTRACTOR'S LIABILITY

- 8.1 The contractor shall completely indemnify and hold harmless the University and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the contractor or any of its employees and engaged in the provision of the Catering Services to the University.

- 8.2 The contractor shall not be liable in any way whatsoever and the University hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

- 8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

- 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause, whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data was due to the negligence or default of the contractor or any of its employees engaged in the provision of manpower services to the University.

- 8.3 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor

contravening this condition, the University shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the University may sustain in consequence or arising out of such replacing of the contract.

- 8.4 The contractor shall provide timely all the required materials, equipment and facilities at the location(s), where the Catering Services are to be provided

9. UNIVERSITY'S OBLIGATIONS

- 9.1 The University shall comply with and fulfill the recommendations (if any), if deemed necessary by the University, made in writing by the contractor in connection with the performance of the services. The University shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the University becomes aware of them.
- 9.2 The University shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract. The University does not recognize any employee-employer relationship with any of the workers of the contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially valid for a period of one year from the date of award subject to continuously satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the University shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the University. The initial period of one year may be extended, be extended subsequently, on mutual consent, for a period of not more than one year at a time (up to a maximum of two years) on review of performance, depending upon the requirements and administrative conveniences of the .

11. PAYMENTS

- 11.1 After selection of the successful bidder as contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractor by the University for the Catering Services.
- 11.2 The prices in the Price Schedule shall be exclusive of any Service Tax, Education Cess, Secondary and Higher Education Cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rates.

- 11.3 The initial cost of the contract shall be valid for a period of one year. **No price escalation, other than minimum wages revision, shall be entertained by the University during the period.**
- 11.4 After expiry of the initial period of the contract of one year and if the contract is renewed by the University, the contractor shall claim increase in the contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.5 All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).
- 11.6 The University shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor.
- 11.7 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 12.1. "Force Majeure" shall mean any event beyond the control of the University or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
 - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
 - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague; (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify to the other party of the event of Force Majeure setting out, inter-alia, the following in reasonable detail: .

- 12.2 The date of commencement of the event of Force Majeure;
- 12.3 The nature and extent of the event of Force Majeure;
- 12.4 The estimated Force Majeure Period,
- 12.5 The reasonable proof of the nature of such anticipate delay or failure and its defect upon the time for performance and the nature of and the extent to which, performance of any of it's the affected obligations under contract is by the Force Majeure.

- 12.6 The measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under the contract.

13. TERMINATION

This contract may be terminated by either party by giving written notice to the other if:

13.1 The other party is in material breach of its obligations under this agreement and/or, in case of such breaches capable of being remedied fails to remedy the breach within thirty days of receiving notice of such breach.

13.2 The contract may be terminated forthwith by the University by giving written notice to the contractor, if,

13.2.1 In case of breach of any of terms and conditions of the contract by the contractor, the Competent Authority of the University shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the University in that event and the Performance Security Deposit in the form of Fixed Deposit Receipt shall be forfeited and encashed.

13.2.2 The contractor does not provide Catering Services satisfactorily as per the requirements of the University or / and as per the Schedule of Requirements

13.2.3 The contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

The relatives / near relatives of employees of the University are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

15. INSOLVENCY

15.1 The Competent Authority of the office in the may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii) If the contractor commits any breach of this contract not herein specifically proved for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

16. CURRENCIES OF BID AND PAYMENTS

The bidder shall submit its price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

17.1 If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the existing Arbitration Rules. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the existing Arbitration Rules. The place of arbitration proceedings shall be Rajgir. The language of the arbitration proceedings shall be English.

17.2 **Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Bihar.

XIII. SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the "Instructions to the Bidders".

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep the University indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the University on account of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The University shall be vested with sole discretion to determine damages / loss suffered on account of above firm, the dues payable from Performance Security Deposit as Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time,

3. LABOUR LAW COMPLIANCES

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various Labour Laws and Regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. The University may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
 - (a) All wages and allied benefits such as Leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and the University shall not incur any liability or additional expenditure, whatsoever for personnel deployed,
 - (b) It is mandatory that the employees must be paid through bank/cheques/ECS only in terms of instruction of the Labour Commissioner.
- 3.2 The contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the contractor to the University every month along with the bill. The contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.
- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.4 The contractor shall be responsible for compliance of all the laws/ rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and

- shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during, the course of performance of the contract.
- 3.5 The contractor shall submit periodical returns as may be specified from time to time.
- 4. OFFICIAL RECORDS :**
- 4.1 The contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the University.
- 4.2 The contractor shall maintain a personal file in respect of all the staff, who is deployed in University's Office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.
- 4.3 The contractor shall furnish an undertaking that within seven days of the close of every month they will submit to University a statement showing the recoveries of contributions in respect of individual employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.
- 4.4 Each monthly bill must accompany the:
- (a) List of employees with their date of engagement
 - (b) The amount of wages (The contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
 - (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
 - (d) Declaration of the contractor regarding compliance of EPF / ESIC requirements.
- 4.5 The contractor shall also prepare a register indicating all payments/dues in respect of all the employees.
- i) The Bidder should take care that the rates quoted are written clearly. In case of corrections/overwriting if any, the Bid will not be accepted, unless the same are authenticated by the authorized signatory who has signed the Bid.
 - ii) The Bid shall remain valid for a period of three months from the date of opening of price bid.
 - iii) The Bidders submitting Bid would be considered to have considered and accepted all the terms and conditions.

- iv) Joint Bid shall not be considered.
- v) A list of the employees engaged by the Agency/Contractor shall be provided to the University before taking over the work. The Bidder/contractor will issue identity cards to their staff clearly indicating the place of deployment i.e. Nalanda University and they shall wear identity cards while on duty failing which no entry will be allowed inside the Campus. This will be provided by the Bidder/contractor at their own cost.
- vi) The list of references where similar work is with the Bidder/contractor shall be forwarded along with the photocopies of the work orders of the University Departments.
- vii) **The contract can be terminated by the University by giving one month's notice. The Agency/Contractor can also terminate the contract by giving three months' notice.**
- viii) Nalanda University or a committee constituted for the purpose shall have the right to check the performance of the workers and quality of material and various equipment used by the contractor as per requirement.
- ix) The workers of Catering Services should not have any criminal record or any kind of police case against them. Their conduct should be good. If any worker is found indulging in any unlawful activity, he will have to be removed in addition to any other action that may have be. It will be the responsibility of the contractor to deploy the workers only after getting their antecedents verified by the police.
- x) The contractual staff will not have any right for employment in Nalanda University.
- xi) Agency/Contractor shall be responsible for the conduct and behavior of its workers.
- xii) In the event of any loss to the University on account of negligence of Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained by the University either by the replacement, or by payment of adequate compensation.
- xiii) The Security instructions/orders issued by the University from time to time shall have to be followed by the Bidder/contractor and his employees.

XIV. INSTRUCTIONS

- i) The Bidder/contractor will have to provide adequate staff for the purpose as per the plan of deployment. The timing of the deployment of the staff would be according to the requirement of the University.
- ii) The Bidder should take care that the rates quoted are written clearly after considering all terms and conditions of NIT. In case of corrections/overwriting if

any, the Bid will not be accepted, unless the same are authenticated by the authorized signatory who has signed the Bid.

- iii) The Bidders submitting Bid would be assumed to have considered and accepted all the terms and conditions mentioned in the tender document.
- iv) Joint Bid shall not be considered.
- v) A list of the employees engaged by the Agency/Contractor shall be provided to the University before taking over the work. The Bidder/contractor will issue identity cards to their staff clearly indicating the place of deployment i.e. Nalanda University and they shall wear identity cards while on duty failing of which no entry will be allowed inside the Campus. This will be provided by the Bidder/contractor at their own cost.
- vi) The list of references where similar work is with the Bidder/contractor shall be forwarded along with the photocopies of the work orders of the client Departments.
- vii) The contract entered into can be terminated by the University by giving **one month's notice**. The Agency/Contractor can also terminate the contract by giving **three months' notice**.
- viii) The Supervisors shall hold minimum a bachelor degree in relevant field and they should have good communication skills, with at least 3 yrs of experience in supervision of catering services (preferably in reputed organisation).
- ix) Nalanda University or a committee constituted by the University for the purpose shall have the right to check the conduct/performance of the workers and quality of food and related material and various equipment used by the contractor as per requirement.
- x) **The successful Bidder will have to store at least 50% of material required for the month in stock except perishable goods. The material shall be inspected by the designated officer of the University before the same is used.**
- xi) The workers and Supervisors should not have any criminal record or any kind of police case. Their conduct should be good. If any worker is found indulging in any unlawful and unethical activity, he will have to be removed in addition to any other action that may have be taken as deemed fit.
- xii) The contractual staff appointed by contractor will not have any right for employment in Nalanda University.
- xiii) Agency/Contractor shall be responsible for the conduct and behavior of its workers.
- xiv) In the event of any loss to the University on account of negligence of Contractor Agency/Contractor's employees, the Agency/Contractor shall make good the loss suffered by the University either by the replacement, or by payment of adequate compensation.
- xv) The Security instructions/orders issued by the University from time to time shall have to be followed by the agency/contractor and his employees.

- xvi) The Bidder has to quote the rate as per the schedule format enclosed with Bid form.
- xvii) The agency shall deploy minimum of at least 24 workers, supervisors, helpers, etc. for Catering Services from Monday to Sunday. This number may change as per requirement. One highly skilled Manager is also required for look after whole Catering Service of the University.*

Category of Catering Personnel	Tathagat Residential Hall (TRH), Rajgir	University Guest House, Bengali Pada, Rajgir	Ajatshatru Residential Hall	Residence Hall 3	Residence Hall 4	Total Catering Personnel Required (minimum)
Mess Manager	One					One
Cook	Three	-	Three	-	-	Six
Dining Hall Supervisor cum Billing machine clerk	One	-	One	-	-	Two
Store keeper	One	-	One	-	-	Two
Helper	Three	One	Three	-	-	Seven
Service Boy	One	One	One	One	One	Five
Utensils cleaning staff	One	-	One	-	-	Two

Note: - Successful bidder may also needs to run a cafeteria in Interim Campus, Nalanda University. However the rate and quality of the items of cafeteria will be decided by the mutual consent of the successful bidder and designated officials of Nalanda University. License Fee of Rs. 2000 will also to be charged to the agency. Electricity charges will be deducted from the monthly bill as per actual use. Further for cafeteria separate staff is required to be deployed by the bidder as per actual requirement.

(In case of non performance of the cafeteria services in Nalanda University Interim Campus, University can cancel the license for the said premises and separate tender may be initiated by the University)

- xviii) **UNIFORM:** The agency shall provide two Pairs of Uniforms each for winter and summer, Caps, Aprons, Disposable gloves, etc. of approved Color to his workers. The workers shall always be in uniform while performing their duties and when in the premises of the University. Workers and Supervisors must wear neat & clean ironed uniform (including proper name badges), failing which a penalty of Rs. 500/- per day shall be imposed. The penalty on this account shall be deducted from the contractor's bills.
- xix) The Contractor and agency shall be responsible and accountable to the head of the University i.e. University or officer in-charge nominated by the University for the execution of day-to-day work of the Campus. In day-to-day matters, decision of University will be final and binding on the agency.
- xx) The Contractor shall work under the overall supervision and directions of the Officer in charge nominated by the University.
- xxi) The Contractor shall issue **Identity Cards** to all their workers, which they shall carry/wear while on duty.

- xxii) The Contractor should provide mobile phone to its Supervisors, Cooks and Mess Manager so that they may be contacted by University officials in case of need.
- xxiii) The workers of the agency should strictly observe code of conduct and manner befitting security. If any employee of the contractor fails to absolve proper conduct, the contractor shall be liable to remove him from deployment, immediately.
- xxiv) The Supervisors and workers shall not be below the age of **18 years and above the age of 60 years**.
- xxv) The catering/ mess staffs shall be available at all time at the place of their duty as per the roster and shall not leave the place of duty without prior permission and without providing alternative arrangement.
- xxvi) In case any workers is found missing from duty etc. he will be treated as absent and will not be entitled to wages for that day. Such deduction may be made from the monthly bill of the contractor.
- xxvii) The agency shall submit **photographs, address and police verification of Supervisors, manager, Cook, Storekeeper, helper, cleaning staff and all other persons employed by the contractor to Registrar, Nalanda University within one month of the award of the contract** and undertaking in this regard to be submitted to the University and the University shall ensure that the contractor complies with the provisions failing which the University may deduct an amount equal to 1% of monthly bill (excluding service tax).
- xxviii) The owner of agency shall visit the University and take feedback from Registrar for improvement in functioning of agency.
- xxix) In case the day of opening of Bids happens to be a holiday, the Bids will be opened on the next working day at the same time. The Bid received after the above said scheduled date and time will not be considered in any case. **No Bid by FAX/email will be entertained.**
- xxx) For sick students the caterer shall arrange to serve "Diet for sick" in the rooms. For students admitted to the University Health Centre, the diet must be delivered in the Health Centre. The diet for sick shall be defined and provided by the mess committee of the University to the caterer.
- xxxi) The contractor has to prepare food as per menu attached. Further, the menu may be revised from time to time by the duly constituted **Mess Committee of the University**. Separate Menu may be provided to the contractor for preparation of food for foreign diners.
- xxxii) The contractor may also be requested for arrangement of special lunch/dinner/high tea etc. on certain occasions on the mutually agreed rate as per the menu decided by the University on case to case basis.
- xxxiii) The food shall neither be too spicy nor too oily in general. The food preparation shall be wholesome and shall generally cater to the taste of the residents.

- xxxiv) The oil that remains from deep frying at the end of the day shall have to be Disposed and shall not be allowed to be recycled for the purpose of cooking again.
- xxxv) **Use of Monosodium Glutamate (MSG) is strictly prohibited for preparation in any food items.**
- xxxvi) 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.
- xxxvii) The caterer shall ensure that only hot food is served to the residents.
- xxxviii) The contractor will have to register all his employees who will be working in the University premises along with a copy of their photographs, residential details for clearance by the Nalanda University Security.
- xxxix) The billing of the mess diners should be done by billing machine which shall be provided by the contractor, one machine should be placed in each mess/cafeteria counter.

XV. Eligibility criteria of Catering Personnel

A. Manager (Catering)

- I. Should be with graduate in relevant field/Hotel Management and well versed with computer knowledge.
- II. Should have good knowledge of Catering Systems and be able to control movement of goods, personnel and transport.
- III. Should be able to gather information on Catering matters of the University.
- IV. Should be well versed in firefighting, disaster management and be able to advise and train Catering personnel, deployed on matters relating to first aid, firefighting, mob management and cleaning.
- V. Should take rounds and be able to detect loopholes, and be able to take preventive measures.
- VI. Manager should check attendance of the all catering personnel and maintain attendance of workers of Catering agency working in the campus daily.
- VII. Office timing of Manager (Catering) will be in day time from 8.00 A.M to 04.00 PM. However this time schedule may be change as per the discretion of Nalanda University.

B. Catering Supervisor

- I. Should be with bachelor degree (preferable)/ 10+ 2 and well versed with catering related matter.
- II. Should have good knowledge of Catering Systems and be able to control movement of goods, personnel and transport.
- III. Should be able to gather information on Catering matters of the University.
- IV. Should be well versed in food and beverage related production and service management and be able to advise and train Catering personnel, deployed on matters relating to catering.
- V. Should take rounds and be able to detect loopholes, and be able to take preventive measures.

- VI. Supervisor should check attendance of the all catering personnel and maintain attendance of workers of other agencies working in their area of duty on daily.
- VII. Office timing of Manager (Catering) will be in day time from 8.00 A.M to 04.00 PM. However this time schedule may be change as per the discretion of Nalanda University.

C. Cook:-

- (a) Should have minimum 10th Pass. Degree in Culinary Arts (Preferable)
- (b) Should have minimum experience of five years in food preparation in any star hotel/Institutional catering.
- (c) Knowledge of other cuisines preparation along with Indian cuisines will be an added advantage

XVI. Personal Hygiene & Quality Maintenance

- a) The Agency shall ensure that staff deployed in catering services is free from any infection or communicable diseases and arrange their regular Health check ups. The staff should trim their nails regularly and wear caps & gloves at the work place. Smoking, eating or chewing of tobacco/zarda/gutka etc, spitting is strictly prohibited. The agency will submit medical fitness of all catering staff on monthly basis.
- b) The Agency shall be equipped to undertake Hygiene audit on daily basis and submit report to Nalanda University. Nalanda University will also undertake independent hygiene and quality audits as and when deemed necessary.
- c) The eatables served by the Agency to the Guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc. Dishes containing any foreign ingredient shall not be served.
- d) Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or Fish; and shall be purchased from standard authorized shop. Pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.
- e) Vegetarian and Non Vegetarian dishes shall be prepared and served separately.
- f) All vegetables, fruits/beverages etc. used shall be fresh and shall not be rotten or overripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry. Maintain hygienic conditions in cooking/pantry area & dining/serving areas.
- g) The Kitchen, Store Rooms & dining areas should be properly cleaned three times a day on regular basis & should be free from flies/insects etc.

- h) Proper mechanism should be there for the disposal of waste food materials/Garbage etc. & its removal on daily basis.

XVII. Penalty:

Penalties will be levied as mentioned below subject to the ceiling limits mentioned therein for specific lapses found during the period of contract and will be recovered from the monthly payments after due notice to the Contractor.

Lapses	Maximum limit of Penalty per occasion per day
Not in proper uniform	Rs. 500/- per person
Absence/ Nonfunctioning of mobile phone of the Mess Manager/Cook/Supervisor	Rs. 500/- (Per set)
Absence from duty	Rs. 500/- per person per occasion
Substandard quality of catering material	Rs. 1000/- per occasion
Non availability of Catering tools	Rs. 500/- per day
Changing of catering personnel without information of Nalanda University	Rs. 500/- per person
* In addition to above occasion, the University may also charge penalty on the matter related to Catering services on case to case basis and as per discretion of the competent authority of the University	

XVIII. OTHER TERMS AND CONDITIONS

- a) The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- b) The contractor shall abide by and comply with all the relevant laws and statutory requirements like Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF Act etc. with regard to the personnel engaged by him for providing the services in question. It will be the responsibility of the contractor to provide details of manpower deployed by him, to the University and the authorities prescribed in the relevant laws and Rules. Relevant forms of EPF for each worker will have to be submitted to the University for Information.
- c) The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.
- d) The Bidder shall be responsible for the conduct and behavior of its workers employed by the agency.
- e) The University shall have the right to have any person removed who is considered unacceptable due to the reasons of security, efficiency etc. Similarly contractor reserves the right to change the staff with prior intimation to the University.

- f) The University shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Bidder consequent upon any injury/mishap.
- g) The earnest money of the successful tendered will be refunded after the bank guarantee is furnished. The successful bidder will have to furnish bank guarantee/FDR of Rs. Nine lacs within one month from commencement of the work. The validity of bank guarantee/ FDR submitted by the successful bidder will be fifteen months from the commencement of work.
- h) The successful Bidder will have to sign an agreement with the University on a non-judicial stamp paper of Rs. 1000/- before taking over the contract.
- i) **REGISTRAR, NALANDA UNIVERSITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL BID(S) WITHOUT ASSIGNING ANY REASON.**
- j) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
- k) On termination/expiry of the contract, the agency will immediately remove all its personnel from the premises of the Nalanda University and handover premises to the designated officer of the University as per norms.
- l) **If it becomes necessary to effect any amendments/ additions/ deletions to the terms and conditions, the same shall be published on the website of the University, before the expiry of the deadline to submit Bid.**
- m) Sufficient number of Commercial Gas cylinders (LPG) to be arranged by the contractor at his own cost. The agency has to ensure the fulfilment of safety norms at the place of storage of Gas Cylinders.
- n) In case it is found and proved that the food/eatables provided by the contractor are not of good quality and are dangerous for health, the contract may be cancelled & security will be forfeited.
- o) If at any stage the involvement of the Contractor in any uncalled for activity is found, inside or outside the premises of the University, which may bring disrepute to the University, the Contract is liable to be terminated by the Competent Authority of the University by giving one month's notice. In case Contractor wants to terminate the contract, he/ she has to give minimum three months' notice.
- p) The contractor has to pay electricity bill for the actual usage of electricity pertaining to kitchen area. Electricity bill will be deducted from the monthly bill of the contractor.
- q) The monthly bill of the contractor will be paid within 15 days after submission after pre-audit and deducting TDS as per Govt. of India norms. Charges towards license fee and the electricity will be deducted from the monthly bill.

- r) The premises of the mess will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the Competent Authority.
- s) The Contractor will not be permitted to franchise the Mess for any other commercial activity.
- t) The contractor should provide sufficient number of cooks, waiters and other staff or delivery proficient service. Procession of tobacco, alcohols products etc. will be punishable and will lead to termination of contract.
- u) The contractor will use all raw materials of best quality available in the market and in Case it is found that any service or any item is sub-standard, the University will be at liberty not to make any payment for that entire service or make appropriate deduction from the bills at its discretion. The contractor shall ensure that raw material is sufficiently and appropriately stocked in the storage, for consumption, for a minimum 50% of monthly requirement.
- v) University will have the right to decide and to prescribe varieties and brands of various materials used in cooking and other preparations.
- w) The contractor is expected to use the raw materials as detailed below:

Sr. No	Name	Preferred Brand
1.	Salt-Iodized	Tata, Annapurna, Nature fresh, Reliance
2.	Chicken/Mutton/Fish	Local Market which has to be approved by mess committee
3.	Ketchup/Sauce	Maggi, Kissan, Heinz
4.	Mustard Oil	Sundrop, Suffola, Fortune, Dhara, Engine
5.	Refined Oil	Sundrop, Suffola, Fortune, Dhara
6.	Pickle	Kissan, Priya
7.	Chakki Atta	Ashirvad, Pillsbury
8.	Liquid Milk	Sudha, Amul
9.	Butter/Ghee	Amul, Sudha
10.	Tea	Brooke Bond, Tata, Lipton
11.	Coffee	NesCafé, Bru
12.	Besan	Shakti Bhog, Rajghani
13.	Rice	Kohinoor, India gate
14.	Dal	Tata, Rajdhani
15.	Ice Cream	Amul,
16.	Spices(all Types)	MDH, Everest, Catch
17.	Vegetables and Fruits	Locally available fresh vegetables
18.	Papad	Lijjat
19.	Biscuits/Cookies	ITC , Britannia, Sunfeast , Dukes, Bisk farm, Parle
20.	White/Brown Bread	Fresh well within shelf life
21.	Jam	Kissan,

The caterer may use other FPO approved brands other than listed above after obtaining prior consent of the Mess Committee.

Note:-

1. All the above material is required to delivered standard make in consultation of Nalanda University.
 2. Shall be inspected by the Nalanda University, if substandard quality found, then the contractor has to replace the same material and a penalty of Rs. 500/- will also be imposed at each occasion.
 3. Nalanda University reserves right to send the mentioned material for quality testing, if required.
- x) Mode of distribution of breakfast/Lunch/Dinner will be buffet mode (Without restriction).
 - y) The contractor will be paid monthly bill for ten months only. However the contractor will be paid actual basis for the rest of the two months i.e. during vacation period. Hence, they have to quote the rate accordingly.

XIX. DUTIES & RESPONSIBILITIES AND RELATED ISSUES-

1. The Agency/contractor shall be responsible for all Catering Services and the safeguard of the property, both movable and immovable of the University in office.
2. The Agency will indemnify the property of the University against theft, loss, pilferage and fire from the areas entrusted to its control and shall be responsible for all such losses
3. Daily list of Catering staff on duty should be provided to the University.
4. The University reserves the right to increase or decrease the number of Catering staff deployed as per need, without assigning any reasons. The contractor shall be under obligation to provide the additional manpower.
5. Changing of Supervisor/Workers should be intimated in writing to the Registrar in advance. The non –compliance will invite a penalty of Rs. 500/- an each occasion. In the event of frequent non-compliance, the University shall be at liberty to terminate the contract.

XX. PAYMENT CONDITIONS

1. The payment to the contractual employees should be made latest by the 7th day of the month, following the month for which wages are to be paid. The contractor shall submit the bill to Nalanda University latest by the 15th day of the month following the month for which bills are paid. The University shall make payment to the contractor as far as possible within fifteen days of the receipt of the bill complete in all respects.
2. University shall not be responsible for any penalty imposed by any Govt. departments. However, if any penalty is imposed on the University or its officer(s) or the University is directed to make any payment, by any Govt. authority including the Labour Authorities, due to non-compliance by the contractor with any provisions of the law, the amount of the penalty plus 10% of the penalty as administrative charge shall be recovered from the bills, EMD and/or performance security submitted by the contractor.
3. If as a result of post audit any overpayment is detected to the contractor, it shall be recovered by the University from the bills, EMD and/or performance security, etc. The contractor shall also be under obligation to refund to the University any amount received

from the University, which is found to be an overpayment, by the audit, within 15 days of the receipt of communication of the university demanding the refund.

4. The University will deduct T.D.S. from the monthly payment made to the agency as per rules.

XXI. PROCEDURE OF BID SUBMISSION

1. The bidder should complete the technical bid in Annexure A and attach the prescribed documents. All these documents may be kept in a sealed envelope super scribed as Technical Bid. The price bid may be kept inside another sealed envelope super scribed 'Price Bid'. Both the envelopes should be kept inside a bigger sealed envelope and should be dropped in the Bid box kept at reception of Interim Campus of Nalanda University, Chabillapur Road ,Rajgir, Dist - Nalanda, Bihar latest by 3 PM on 23.07.2016. No Bid will be accepted after the above date and time.
2. The Bid will be opened by the committee at 3.30 PM on 23.07.2016 in the presence of available bidder or their representatives. The entry will be allowed only on display of valid I-card of the agency.

XXII. DISPUTE RESOLUTION

1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Registrar, Nalanda University.
2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
3. The cost of Arbitration shall be borne by the respective parties in equal proportion. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made as per the terms of the contract. Arbitration proceedings will be held at Nalanda University, Rajgir only.

XXIII. JURISDICTION OF COURT

The courts at Bihar Sharif, District- Nalanda shall have the exclusive jurisdiction to try all disputes, if any, arising out of the agreement between the parties.

XXIV. BRIEFING TO SUCCESSFUL BIDDER

On acceptance of the offer, the contractor will be invited for detailed briefing by the Nalanda University.

XXV. SELECTION OF THE AGENCY FOR ANNUAL CONTRACT OF CATERING SERVICES IN NALANDA UNIVERSITY.

- a. While selecting the contractor, due consideration will be given to Work experience Certificates and Site visit report submitted by the Committee constituted by Nalanda University.
- b. The final selection of the agency would be made after taking into account all relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contract and other terms and conditions specified in the Bid Document. Mere Lowest rate is not the sole criterion of selection. Nalanda University Rajgir is not bound to accept the lowest rate(s).
- c. The University will appreciate if a bidder proposes to charge a reasonable sum as service charges. But the non-payment of prescribed minimum wages and the statutory dues is not acceptable to the University. The firms which do not believe in paying the prescribed minimum wages to employees and complying with the statutory requirements like the payment of EPF/ESI contribution etc. need not submit Bid.
- d. Tender submitted by the bidders will be examined by the University Technical Evaluation Committee. Further Site visit committee of the University will visit the present site of technically qualified bidders. The site visit committee will examine the performance of the present site of technically qualified bidder towards compliance of ESI, EPF, Minimum wages, Uniform, catering equipment etc. and performance of work at site. Price bids will be opened of only those bidders whose present site of the contract will be found satisfactory by the site visit committee of the University.

Note: - All the interested bidders are requested present at the pre bid meeting to be held on 08.07.2016 at 03.00 PM at Nalanda University, Rajgir for their query, if any in the matter

ANNEXURE- A

TECHNICAL BID FOR ANNUAL CONTRACT OF CATERING SERVICES

Sl. No	Documents	Yes/No	Page No.
1	Earnest Money Deposit of Rs.1,80,000/-(Rupees in one lakh eighty thousand only) in the form of DD/FDR issued by any scheduled commercial bank in favour of Nalanda University valid for 90 days period.		
2	A demand draft/Bankers cheque for Rs. 3000/-,(Three thousand only) drawn in favour of Nalanda University payable at Rajgir.		
3	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name,designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/ Partners also.		
4	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last three financial year		
5	Self attested copy of Service Tax Registration No & Sales Tax with three year return		
6	Self attested copy of valid Registration number of the firm/agency		
7	Self attested copy of valid Provident Fund Registration number.		
8	Self attested copy of valid ESI Registration No		
9	Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.		
10	Proof of experiences of last three financial years along with satisfactory performance certificates from the concerned employers		
11	Annual turnover of one crore of each year in the previous three years supported by self attested copies audited balance sheet and Receipts and Payments Account		
12	Proof of latest Licence to engage in the business of Catering Agency under Regulation Rules from Govt. of Bihar		
13	Price bid in Annexure B, completed & sealed in separate envelope		
14	List of Arbitration cases/Court case (if applicable). Do not leave it blank. If there are no such cases, write "Not Applicable"		
15	Undertaking of the agency confirming the availability of adequate manpower with requisite qualification and experience.		
16	Undertaking by the bidder to the effect that there is no Police case pending against the propitiator/firm/parties relating to previous service contracts.		
17	Annexure-I, duly filled in		
18	Copy of self attested certification of ISO and FSSAI		
19	Duly notarized affidavit, stating on oath that the agency has not been blacklisted		

Signature of the authorized representative of Bidder

Name of the authorized representative of the bidder_____

Name and Address of the Bidder _____

Email Id/ Phone Number:-

ANNEXURE-I

Nalanda University

Details of other organizations where such contracts undertaken during last three years in the field of catering services (enclose supporting documents).

Sl. No.	Name & Address of the organization, contact No.	No. of personnel supplied. Period of contract	Whether Govt./Semi Govt./Autonomous body/PSU/Private. (please specify)	Amount of contract
1				
2				
3				
4				
5				

Reason for termination (if any)

- 1.
- 2.
- 3.

Signature of the authorized representative of the Bidder.

Email Id/ Phone Number:-

Annexure- B

Pro- format of PRICE BID for contract of Catering Services for Nalanda University Rajgir

Sr. No	Type of meal		Offered Price (in rupees)
1	Unit charge for Breakfast		
2	Unit charge for Lunch		
3	Unit charge for Evening Tea with snacks		
4	Unit charge for Dinner		
	Grand Total		

* Note 1-Comparative statement of tender will be made after considering the figure filled at serial number 1 to 4.

*Note 2- Comparative statement will be made after considering the figures filled in 1 to 4 multiplied by 200 (Approximate number of diners per day)

* The rates quoted in 1-4 should be inclusive of all i.e. services charges, uniform, providing of mobile phone to workers, deployment of tools etc.

Signature of the authorized representative of Bidder

Name of the authorized representative of the Bidder_____

Name and Address of the Bidder _____

Date:

Place:

Email Id/ Phone Number:-

Annexure II

AN AGREEMENT made on day of _____ two thousand Sixteen
BETWEEN

(Hereinafter called the contractor, which expression shall include its proprietor, partners, heirs, executors, administrators, legal representatives, successors and assignees) of the one part AND the **NALANDA UNIVERSITY** (hereinafter called the University, which expression shall include its successors and assignees) of the other part.

Whereas the University had invited Bids outsourcing the Catering Services; vide its Bid Document No., which shall be deemed to be a part of this agreement;

Whereas the contractor submitted its Bid dated, a copy of the price bid, submitted by the contractor, is annexed hereto as Annexure;

Whereas the University has accepted the Bid submitted by the contractor, on the terms and conditions mentioned in the University's said Bid Document and conveyed its acceptance to the contractor; vide its letter No. dated, which shall be deemed to be a part of this agreement;

Whereas the contractor is agreeable to the terms and conditions mentioned in the University's said Bid document;

Whereas the contractor undertakes to comply with all relevant laws like Contract Labour (Regulation and Abolition) Act, 1970; Employees' State Insurance and Miscellaneous Provisions Act, 1952; Employees' State Insurance Act, 1948; Minimum Wages Act, 1948; Payment of Bonus Act, 1972; Payment of Wages Act, 1936; Income Tax Act etc. and to indemnify the University from the contractor's acts of omission or commission, as regards the compliance with the relevant laws;

Whereas the contractor declares that he/she/it shall own all responsibility for any act of omission or commission, as regards the compliance with the relevant laws;

AND WHEREAS the University is agreeable to make necessary payment to the Contractor, at the rates mentioned in the Annexure annexed hereto and as per the terms and conditions mentioned in the University's said Bid Document;

In WITNESS whereof Shri (name), (designation), the authorized representative of the contractor, for and on behalf of the contractor, has hereunto set his hand and for and on behalf of the University has hereunto set his hand.

(Signature of the authorized representative of the Contractor)
Name and designation of the contractor's representative

In the presence of

1

2

(Signature of witnesses with full name and full address)

Registrar
for and on behalf of the University

In the presence of

1

2

(Signature of witnesses with full name and full address)

Details of employees to be furnished along with the bill

Sr. No.	Name of the employee	EPF No./ESI Code No	Monthly Wages paid	Employer's EPF contribution	Employer's ESI Contribution	Total	Bank Name	Bank A/c No
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								

Signature of the authorized representative of the contractor

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the Nalanda University (hereinafter called "the Owner") having offered to accept the terms and conditions of the proposed agreement between.....and(hereinafter called "the said Contractor(s)") for the Services..... (herein after called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.(Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (herein after referred to as "the Bank") hereby undertake to pay to the Owner an amount not exceeding Rs. (Rupees..... Only) on demand by the Owner.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Owner stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till incharge of the services on behalf of the Owner certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Owner that the owner shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owner against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Owner in writing.

8. This guarantee shall be valid up tounless extended on demand by the Owner. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry +/- of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

Annexure D

Sl. No	Provided by the University	Quantity	To be provided by the contractor	Quantity
1.	Work Table with Sink	03 no	All types of basic Utensils for food production of the approved make and approved quality by the university	As per requirement and with prior consent of the university
2.	Dining Tables with chairs	As per requirement	All types of food service equipment's of the approved make and approved quality by the university	As per requirement and with prior consent of the university
			Meat mincing machine/Meat Mallet	As per requirement
			Zester	As per requirement
			Cheese Slicer	As per requirement
			Kitchen shears	As per requirement
			Micro wave oven(OTG type)	Commercial type ,03 nos
			Gas Range	As per requirement
			Toaster	As per requirement