



**BID DOCUMENT No. NU/FS/SER/OT/01/2018-19**

**Nalanda University**

Rajgir 803 116

**SUBJECT: Notice Inviting Tender for annual contract for Catering Services in Nalanda University.**

Nalanda University an autonomous entity under Ministry of External Affairs, invites sealed Bid in Two Bid System (Technical and Financial) from interested parties for providing Catering Services in hostels and offices of the University. The details of the Bid are as under:-

**Brief Details of the Tender**

Tender Processing Fee (Non- Refundable)	<b>Rs. 1,000/- ( Rupees One Thousand Only)</b> in the form of Demand Draft from any nationalized bank in favour of Nalanda University Rajgir, Payable at Rajgir
EMD	<b>Rs.1,50,000/- (Rs One Lakh Fifty thousand only)</b> in the form of Demand Draft from any nationalized bank in favour of Nalanda University Rajgir, Payable at Rajgir
Bid Validity	The Validity of bid shall be 180 days from the last date of submission of the bids.
Last Date of Submission/ Receipt of Tenders	Up to 03:00 PM on 20.09.2018 in the office of: Nalanda University Chabilapur Road RAJGIR Dist. :- Nalanda Bihar-803116
Opening of Tenders	<b><u>Part-I : Technical Bid</u></b> The technical bids shall be opened on 21.09.2018 at 3.30 PM in the presence of authorized representatives of the bidders who choose to attend. <b><u>Part-II :- Financial Bid</u></b> Financial Bids of the technically qualified bidders shall be opened at a later date. The financial bid opening time, date and place shall be intimated to the technically qualified bidders separately by the University in advance.
Contact Person	Assistant Registrar (Administration) Nalanda University Chabilapur Road RAJGIR Dist. :- Nalanda Bihar-803116 Email:-admindc@nalandauniv.edu.in

Nalanda University reserves the right to modify the conditions of the tender/ accept/reject any tender without assigning any reasons, whatsoever and at any moment of time. No correspondence shall be entertained in this regard. For further details, please visit us at [www.nalandauniversity.edu.in](http://www.nalandauniversity.edu.in)

Registrar  
Nalanda University

Sealed tenders are invited from financially sound professional caterers with minimum 03 years of experience in running multi-cuisine food services in reputed academic institutions/Universities. A duly registered reputed Contractor with PAN Number, necessary valid food license and experience of minimum three years of running Canteen / Cafeteria in a Govt. /PSUs/Educational Institutions/Private Institutions of repute may submit tenders to cater to the needs of the students as per the following:

Breakfast	:	All 7 days
Lunch	:	All 7 days
Evening tea with some snacks	:	All 7 Days
Dinner	:	All 7 Days

#### 1. QUALIFYING CRITERIA AT TECHNICAL BID:

- a) A contractor having an experience of minimum three years of running Canteen/ mess in a Govt. sector/ PSUs/ Educational Institutions/ Private academic Institutions of repute (Attach experience certificate along with technical bid) for catering to minimum two hundred personnel.
- b) Should have annual turnover of a minimum of Rs. 1 crore. (Please attach ITR/Relevant documents for the last three financial years).
- c) Should currently have **at least three (03) canteen contract** catering to more than 200 students/persons at a time of lunch/dinner, in reputed organization/corporate house/educational institution.
- d) The agency should have a legal entity and provide the certificate. Company having not ever been blacklisted by the Govt. or Non. Govt. Agencies. Enclose self-declaration duly notarized in Rs.100 non-judicial stamp paper in this regard.
- e) The contractor should have valid Goods and Service Registration No. in firm's name.
- f) The contractor should have valid PAN No. as well as Food License.
- g) A demand draft of **Rs.150,000/- (Rupees One Lakh fifty thousand only)** as an Earnest Money must be attached along with Technical Bid, in favour of "Registrar Nalanda University payable at Rajgir".
- h) 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 provide supporting documents mentioned above.

#### 2. QUALITY & HYGIENE TO BE PROVIDED BY THE CONTRACTOR

- 1) 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.
- 2) The food shall be cooked, stored and served under hygienic conditions. The contractor

shall ensure that only fresh cooked food is served and the stale is not recycled. Stale food shall be removed from canteen premises as soon as possible but not later than seven hours 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.

- 3) 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 students and staff.
- 4) The oil that remains from deep frying at the end of the day must be thrown out and shall not be allowed to be recycled for the purpose of cooking again.
- 5) The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils must be maintained sparkling clean at all time. They shall be sterilized each morning before serving of any items.
- 6) The contractor shall pay special attention to maintain the kitchen in a neat and tidy condition at all times. For this purpose, the kitchen must be cleaned thoroughly after each meal regularly.
- 7) The contractor shall ensure that only hot food is served to the students.
- 8) 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.
- 9) On finalization of tender the contractor should follow the menu, rate and brand of raw material by mutual understanding between Vendor and Mess Committee.

### **3. GENERAL TERMS AND CONDITIONS:**

- 1) The contract shall remain valid for a period of One year from the date of its commencement. Which may be extended on mutually agreed terms and conditions up to 3 years subject to satisfactory performance. [The extension shall be based on satisfactory performance of the contract].
- 2) The contract once awarded can be terminated by either party after giving three month advance notice. Nevertheless, University 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. University decision on a breach of contract shall be final and shall be accepted without demur by the firm.
- 3) The rates quoted in the financial bid shall be for items and foods (Breakfast, Lunch, Evening Tea & Snacks and Dinner) for University Students, Staff & Guests. The Contractor shall be paid on monthly basis the payment for the mess charges of students only. It shall be the responsibility of the caterer to collect the Food charges from the University Officials and Guests. The University Officials/ Guests may avail either Breakfast, Lunch, Evening Tea & Snacks or Dinner and shall pay only for the food availed as per the price mentioned in the financial Bid for the specific food (Breakfast, Lunch, Evening Tea & Snacks or Dinner). The 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

leading to minimum 10 % deduction of monthly payment. 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.

- 4) The Contractor will serve tea/coffee/cold drinks, snacks, lunch/dinner etc. in various official meetings, programmes, seminars and functions organized by the University from time to time and also in the Interim University Campus Cafeteria. In addition, people visiting Nalanda University campus in connection with various academic activities of the University may also avail these services. Fixation of prices of such arrangements shall be fixed under mutual discussion and consent between Nalanda University and successful bidder. No separate charges will be levied for services/assistance in providing tea/snacks/dinner for Nalanda University Officials/Guests for providing canteen services/food at the place of duty if required. Successful bidder shall not provide lunch/dinner/breakfast etc to any outsider unless authorized by the mess committee.
- 5) The financial bid/s of the technically qualified bidders will only be opened. Financial Bid is annexed as **Annexure-II**
- 6) Tenders received without prescribed Earnest Money Deposit (EMD) shall be disqualified. Further, the earnest money deposit with Technical Bid shall be refunded only in case of non- acceptance of the tender offer.
- 7) The tenderer shall also give an undertaking specifically agreeing to all tender conditions failing which his financial bid shall not be opened.
- 8) University shall be entitled to take over possession of the premises on expiry/termination of contract.
- 9) Tender shall be submitted in official tender form only, if submitted in any other form the same shall be summarily rejected.
- 10) The schedules issued with the form of tender listing the menus etc. for mess services to be rendered, must not be altered by the tenderer. Any modifications/ alterations of the rate schedules considered necessary by the tenderer should be in the separate letter accompanying the tender.
- 11) No paper shall be detached from the tender.
- 12) The tender is liable to be ignored/rejected if complete information is not submitted or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
- 13) 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.
- 14) In case of 12 (b) 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.

- 15) 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 the University.
  - 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 07 (seven) days of the receipt of the letter awarding the contract.
- 16) The successful tenderer has to deposit 10 % Performance security/Bank Guarantee of the quoted value within the seven days from the date of the award of the work order. 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.
- 17) Late tenders will not be considered. The University 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 lowest bidder, since due weightage shall be given to several factors besides the financial bid.
- 18) The tenderer/ bidder is required to sign the integrity pact as per **Annexure-IV** and enclosed the same with the Tender/Technical bid.
- 19) If any time during the period of contract, it comes to the notice of the NU that the Agency has misled the University 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.
- 20) The contractor shall submit a list of workers, with complete details including local/ permanent addresses, contact details, and their photographs etc., for approval which may be allowed to work at the mess. The Mess Committee after observing due process may reject any or all the names without assigning any reason thereof. Only those workers who have been cleared by the Mess Committee shall be allowed to enter into the premises of the mess. The above workmen shall be placed at all the times under exclusive supervision of the contractor.
- 21) The contractor will provide police verification and medical report of all his/her workers within 15 days of award of the work.
- 22) The contractor will have to submit an affidavit at the time of signing the agreement indicating that all employees of the contractor are paid minimum wage as per Minimum Wages Act and other statutory benefit.

- 23) 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.
- 24) The Contractor shall be responsible to ensure proper compliance with proof of month to month basis with bill.
- 25) The agency at all the time indemnify and keep indemnified the Nalanda University against any/all claims of/by its employees including, but not restricted to, the claims under the workmen Compensation Act 1923; Payment of Wages Act; Payment of Bonus Act; Employees Provident Fund & Miscellaneous Provisions Act; Payment of Gratuity Act; Minimum Wages Act; Employees State Insurance Act or Any Other Act(s) or statutory modifications there of or any accident or injury sustained by any worker or personnel of the agency or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules while providing the said services under this agreement.
- 26) The contractor shall ensure regularly that all his/her employees handling food are not having any contagious diseases. Failure to comply the same shall be a breach of Contract.
- 27) The Contractor will ensure that neat and clean Uniform 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 to be provided by the contractor at his own cost.
- 28) 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.
- 29) University reserves the right to ask & require the contractor to remove any person deployed by the contractor without assigning any reason or notice.
- 30) 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.
- 31) Contractor shall ensure daily removal of canteen garbage at its own expense from the canteen premises to allotted area by Municipality.
- 32) The Contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.
- 33) The Contractor should ensure that Veg and Non-Veg items are cooked in separate utensils.

- 34) 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.
- 35) 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 NU and contractor will have to abide by it.
- 36) The Caterer must be registered or licensed with Food Safety and Standards (**LICENSING AND REGISTRATION OF FOOD BUSINESS**) Regulation 2011.
- 37) The contractor should have sufficient equipment & crockery and other items normally required to cater to at least 100 persons at a given time. It may be increase or decrease from time to time.
- 38) 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.
- 39) The contractor shall not deploy any minor (child labour) for the canteen work.
- 40) Tax will be deducted as per rules.
- 41) The mess committee or its authorized representative/member (s) may inspect the preparation of food etc. on time to time.
- 42) In the event of unsatisfactory services rendered by the contractor and/or any complaint received from its stakeholders the matter shall be forwarded to the Mess Committee. The Mess Committee shall analyses the matter and recommend for impose of necessary penalty. Monetary fine as penalty @ Rs. 2500/- per day will be recommended 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 recommended for the defaults and this will have to be paid by the contractor within a week on receipt of communication from the Nalanda University, failing which it will be adjusted against the monthly payment Deposit. , the contract may be cancelled by the University.
- 43) No responsibility will be taken by the University for Credit Sales to students, staff, employees and others, losses or pilferage.
- 44) No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in the University 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 NU. 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 the University.
- 45) 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 NU shall have the right to terminate the contract and to forfeit all security deposits by giving one months' notice.
- 46) 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.

- 47) 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 NU reserves the option to make good the damage or loss by charging the contractor with the expenses.
- 48) In case of the breach of the terms of the agreement, security deposit of the contractor is liable to be forfeited.
- 49) Without prejudice to right under any other clause of the contract, the NU 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 and also may blacklisted the contractor for further contract in Nalanda University.
- 50) Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by the Vice Chancellor, NU 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.
- 51) All legal disputes shall be subject to jurisdiction of Nalanda District only.
- 52) The contractor shall inform to the administration of the University any changes of Canteen workers, if required, made by him along with their police verification and medical report.
- 53) The contractor shall submit duly signed Undertaking enclosed with the tender document. **(Annexure –III)**
- 54) Any act on part of the contractor to influence anybody in NU would make him liable for rejection of his tender followed by blacklisting the firm.
- 55) 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 University 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.
- 56) The contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for. No residence or dormitory use.



- 57) University reserves right to allot all of the hostels to single firm or multiple vendors.
- 58) University reserves the right to amend /omit fully/ partly any terms & conditions of the bid documents.
- 59) University reserves the right to cancel the tender at any stage.
- 60) Payment shall be made by the University within 15 days after the submission of bills duly verified by hostel-in-charge.
- 61) University is running its academic and residential (hostel) activities from rented buildings and therefore it is advisable that contractor must visit the site.
- 62) **Sample Mess Menu** –The mess committee shall provide basic menu, which shall continue for a minimum period of one month, once agreed upon mutually between Mess Committee and the Contractor. The mess committee reserves the right to change the menu from time to time. Any change in the menu shall be communicated in writing, adequately in advance, to the contractor. The Basic Meal Plan in accordance with the norms contained in **Annexure- V** shall be executed.
- 63) In addition to above, the contractor shall be required to provide extra messing facilities against additional payment basis to the residents of hostel in respect of items not covered under the Basic Meal Plan.
- 64) The contractor should hire/ enter into agreement with Pest-Control Agency to keep the mess area infection/mosquito/rat free and cost incurred on it shall be borne by contractor.
- 65) The approximate strength of mess member is expected to be 100 students for 10 months approximately plus approximately 50 guests/faculty/staff for various meal periods. This is estimated strength. It may increase or decrease from time to time. **During Vacations (Approximately 02 months), Mess will be closed for the Students and the charges of mess shall not be paid by the University for that duration. However the Catering Services shall be open for employee of the University. It is clarified that the mess charges for students shall be paid for 10 months only and no charge shall be paid by the University for the vacation period (02 months Approximately).**
- 66) Kitchen equipment and dining hall furniture, service counters, cooking utensils, crockery, cutlery etc. and any other item required for smooth running of mess will be provided by Caterer.
- 67) Items if any provided by the University, the Maintenance of such items/ equipment will be the responsibility of the contractor and after completion of the contract the contractor shall handover the same to the University in good working condition.
- 68) Procurement of cooking gas or any cooking fuel/ mode, will be responsibility of the contractor. The contractor shall, at his own cost, maintain adequate stocks of Gas cylinders their refills, food grain, grocery and other eatables for the satisfactory and efficient running of the cafeteria. The quality of foodstuffs and eatable shall be as per the standard required by the University.

- 69) Electricity bill shall be paid by the caterer of mess area/ Canteen Area as per actual consumption/
- 70) The University is running from seven campuses. The foods will be cooked and served at the following premises of the University as per the details below.

71)

Premise	Particulars	Timing
Interim University Campus	Breakfast, Lunch, packet food items along with tea, coffee, soft drinks, fresh juice etc. are to be provided to the students and staff on payment basis.	8.00 AM to 9.00 PM
Ajatshatru Residential Hall	Breakfast, Lunch, Evening Tea and Snacks & Dinner	8.00 AM to 10.00 PM
Tathagat Residential Hall	Breakfast, Lunch, Evening Tea and Snacks & Dinner	8.00 AM to 10.00 PM
Maiteya Residential Hall	Breakfast, Lunch, Evening Tea and Snacks & Dinner	8.00 AM to 10.00 PM

**The University may in future direct for cooking/serving food at any other premises as per requirement, however it shall be ensured that minimum strength shall be 30 (Thirty).**

- 71) Salt, Pepper, Green chilies, & Paper napkins shall be available on all days at the time of Lunch & Dinner along with above mentioned items Quantity of breakfast, lunch, evening Tea & snacks and dinner shall be as per requirement.
- 72) **MEAL FOR SICK STUDENTS:** The contractor may at times be required to provide for students Kichdi, Dalia or special cooked foods as advised by Doctor and facilitate student's requirement.
- 73) **FESTIVE SPECIAL MEALS:** Festive meals shall be served on the following occasions:

New Year	Makar Sankranti
Republic Day	Ganesh Chaturthi
Vasant Panchami	Durgapuja
Holi	Diwali
Navratri	Christmas
Janmasthanami	Eid

\*Schedule of festive meal shall be finalized by Mess committee in consultation with the contractor.

**BRANDS OF CONSUMABLES PERMISSIBLE IN MESS NALANDA UNIVERSITY**

<b>ITEM</b>	<b>BRAND</b>
Salt	Tata, Annapurna, Nature fresh
Spices	M.D.H Masala, Satyam, Badshah, Everest
Chicken	Venky's Chicken, Godrej Real Good
Ketchup	Maggi, Kissan, Heinz
Oil(Sunflower)	Sundrop, Godrej, Saffola, Fortune
Pickle	Mother's or Prvin or Priya or Bedekar or Nilon's
Atta	Ashirvad, Pillsbury, Annapurna
Instant Noodles	Maggi
Flavoured fruit	Rasna
Papad	Lijjat
Butter	Amul, Britannia, Sudha Dairy
Bread	Modern, Kwality,Wibs
Jam	Kisan or Maggi
Ghee	Amul, Mother Dairy, Britannia, Gits, Everyday
Shrikhand	Warana or Amul
Cow Milk	Amul, Sudha Dairy(without Water)with minimum 4.5% fat content
Paneer	Amul
Tea	Brook Bond, Lipton, Tata
Coffee	Nescafe only
Ice Cream	Vadilal, Amul, Mother Dairy, Kwality, Top n Town
Soya	Nutrela
Rice & other items	Inida Gate or Any good brand of Biryani quality rice and other items finalized by the mess committee.

The contractor may use any other brands only if permitted by the Mess Committee, in writing.

**TECHNICAL BID**

Sl. No.	Description	To be filled by the Bidder
1	Name of the Tenderer	
2	Proprietor	
3	Address	
4	Shops and establishment Act registration number (Enclose Photocopy of the document)	
4	Goods and Service Registration No (Enclose Photocopy of the document)	
5	PAN No. (Enclose Photocopy of the document)	
6	Contact No.	
7	Details of Tender document cost	Rupees Draft No. Issuing Bank
8	Details of EMD	Rupees Draft No. Issuing Bank
9	Enclosed self-declaration duly notarized in Rs.100 non-judicial stamp paper declaring that the Agency has never been blacklisted by the Govt. or Non. Govt. Agencies	Please mention (YES/NO)
10	Enclosed Copy of EPF and ESI registration	Please mention (YES/NO)
11	Enclosed Copy of Food License	Please mention (YES/NO)
12	Enclosed Copy of Labour License	Please mention (YES/NO)
13	Enclosed integrity Pact	Please mention (YES/NO)

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

Sl. No.	Period		Name of the Organization
	From	To	

**Details of at least three (03) canteen contract** catering to more than 100 students/persons at a time of lunch/dinner, in reputed organization/corporate house/educational institution

Sl. No.	Period		No. of Students/Persons	Name of the Organization
	From	To		

**Details of Turnover in the Last 03 (three) financial year:**

Financial Year	Turnover (In Rs.)	Enclosed Copy of Relevant Document (Yes/No)
2014-2015		
2015-2016		
2016-2017		

(Authorized Signatory)

**FINANCIAL BID**

Caterer/Contractor/Firm 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

**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 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 Financial Bid. 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)

- Authorization of the Signatory to be attached.

**Annexure -IV  
INTEGRITY PACT**

To,

Registrar  
Nalanda University  
Chabilapur Road Rajgir  
Dist-Nalanda Bihar

Sub: Submission of Tender for the Catering Services of the Nalanda University during 2018-19.

Dear Sir,

I/We acknowledge that Nalanda University is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/we acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in the letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Nalanda University. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of the my/our failure to sign and accept the Integrity Agreement, while submitting the tender/Bid, NU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully,

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**INTEGRITY PACT**

**INTEGRITY AGREEMENT**

THIS Integrity Agreement is made at Rajgir on this ..... day of .....  
BETWEEN

Nalanda University represented through Shri.Sanjay Bhatnagar, Registrar, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

..... through  
.....referred as the 'Bidder/Contractor' and which  
expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No. NU/FS/SER/OT/01/2018-19 dated ..... ) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Catering Services of the Nalanda University during 2018-19 hereinafter referred to as the "Contract".

And WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants in this pact, the parties hereby agree as follows and this pact witnesses as under:

## **Article 1: Commitment of the Principal/Owner**

1. The Principle/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c) The Principal/Owner shall endeavour to exclude from the Tender process any person whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of fraud or corruption of Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder/Contractor will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will; not use improperly;, (for the purpose of competition or personal gain), or pass on to others, any information or documents

provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agent/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation of omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of other and/or to influence the procurement process to the detriment of the Government interests.
  5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process.

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach or this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right.

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article3(1) the principal/owner apart from exercising any legal right that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

1. The bidder declares that no previous transgressions occurred in the last 5 year with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender Process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender Process or action can be taken for banning of business dealings/ holiday listing of the bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation (s) of the principles laid down in this agreement/Pact by any of its Sub-contractor/Sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process from the Tender process.

**Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, unless it is discharged/determined by the Competent Authority, Nalanda University.

**Article 7: Other Provisions**

1. This pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact or any action taken by the Owner/Principal in accordance with this Integrity agreement/Pact interpretation thereof shall not be subject to arbitration.

**Article 8: Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

\_\_\_\_\_  
(For and on behalf of Nalanda University)

\_\_\_\_\_  
(For and on behalf of M/s .....)

WITNESSES:

1.

2.

Place: Rajgir

Dated:

## SAMPLE MESS MENU (ONLY REPRESENTATIVE MENU)

Days	Breakfast	Lunch	Snacks	Dinner
Monday	Idli, Vada with Sambhar and coconut chutney + Tea/Coffee (100 ml) + Fruits	Rice, Chapati, Red gram dal, Seasonal vegetables-2, Papad, Green salad, Curd	Bread Pakoda-2 + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Rice, Chapati Chana dal, Seasonal vegetable-1, Papad, Green salad, Gulab jamun-1(50 gm) <b>Extra:</b> Egg Masala Curry
Tuesday	Poori & Sabji, Jalebi-2 (big size) + Tea/Coffee (100 ml) + Fruits	Veg Biryani/ Veg Manchurian, Raita, Papad-1, Green salad, Lassi	Samosa-2 + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Butter Nan, Paneer butter masala, Rice, Seasonal vegetable-1, Green salad, Carrot/Moong Halwa
Wednesday	Veg Paratha, Curd, Chatni, Corn flakes + Tea/Coffee (100 ml) + Fruits	Rice, Chapati, Moong/Golden Gram, Shahi Paneer, Papad, Green salad, Raita <b>Extra:</b> Fish Curry	Veg Cutlet (75 gm)-2 + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Jeera Rice, Chapati, Dal Makhani, Papad-1, Vegetable, Green salad, Ice cream (Amul- Butter scotch- 100 ml)
Thursday	Plain/Masala Dosa with Sambhar and coconut chutney + Tea/Coffee (100 ml) = Fruits	Rice, Chapati, Rajma, Seasonal vegetables-2, Curd, Papad, Green salad, Fresh fruits	Veg sandwich-2 + Tea/Coffee (200 ml) + Tomato Sauce	Rice, Chapati, Dal, Seasonal vegetables-1, Papad, Sohanpapdi (Haldiram) <b>Extra:</b> Egg Curry
Friday	Chole, Bhatore + Tea/Coffee (100 ml)+ Fruits	Rice, Kadhi-Pakaudi, Seasonal vegetables-1, Papad, Green salad, Raita	Onion/Palak Pakoda (75 gm) + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Fried Rice, Plain Paratha, Seasonal vegetables-2, Papad, Green salad, Sweets <b>Extra:</b> Chicken Curry
Saturday	Aaloo Paratha (200 gm), Pickles and Curd (50 gm) + Tea/Coffee (100 ml) + Fruits	Kari Pakora, Corn Palak, Parwal bhujia, Curd, Green salad	Aaloo Tikki-2 + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Tandoori Roti, Kadhaee Paneer, Mix vegetable, Papad, Green salad, Ras Malai <b>Extra:</b> Mutton Curry
Sunday	Pao Bhaji Chatni, Fried Egg, fruit+ Tea/Coffee (100 ml)	Pulao, Tandoori Roti, Dal-Tadka (Chana), Palak/Matar Paneer, Papad, Green salad, Lassi	Khasta Kachaudi Chat + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Rice, Chapati, Veg Kofta, Mix Vegetable (Boiled), Dal Fry, Papad, Green salad, Rasgulla