



**TENDER DOCUMENT FOR UNIVERSITY MESS OPERATIONS/ SERVICES  
AT NATIONAL LAW UNIVERSITY, JODHPUR  
2026**

Bids are invited from reputed and experienced agencies on behalf of the Registrar, National Law University, Jodhpur, Mandore, Rajasthan, for providing Mess Services as per following schedule.

<ul style="list-style-type: none"><li>• <b>Notice Inviting Tender</b></li></ul>	
<ul style="list-style-type: none"><li>• <b>Place of Supply</b></li></ul>	National Law University Jodhpur, NH-62, Nagour Road, Mandore, Jodhpur, Rajasthan - 342304.
<ul style="list-style-type: none"><li>• <b>Last Date of Submission of Bids</b></li></ul>	5/5/2026 till 2.00 pm
<ul style="list-style-type: none"><li>• <b>Date of Opening of Technical Bids</b></li></ul>	056at 2.30 pm
<ul style="list-style-type: none"><li>• <b>Pre-Bid Meeting Date &amp; Venue</b></li></ul>	On 25/4/2026 at NLU Jodhpur Campus, 2.00 pm
<ul style="list-style-type: none"><li>• <b>Tender Fee</b></li></ul>	INR 2,000 (non-refundable) (Indian Rupees Two Thousand Only)
<ul style="list-style-type: none"><li>• <b>Earnest Money Deposit (EMD)</b></li></ul>	INR 6,00,000 (Indian Rupees Six Lakhs Only)
<ul style="list-style-type: none"><li>• ~</li></ul>	<b>Quality and Cost-based evaluation</b> will be made based on a point system with <b>minimum base price</b> .

<ul style="list-style-type: none"><li>• <b>Contact information</b></li></ul>	Registrar National Law University Jodhpur, NH-62, Nagour Road, Mandore, Jodhpur, Rajasthan - 342304. Phone: +91-291-2577530, 2577526 Email: <a href="mailto:nlujod-rj@nic.in">nlujod-rj@nic.in</a>
<ul style="list-style-type: none"><li>• <b>Proposed date to commence the Mess operations at NLU Jodhpur</b></li></ul>	

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**TENDER DOCUMENT**

**2026**

## GENERAL CONDITIONS

### 1) BID PREPARATION

- a) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- b) Bidder should take into account any corrigendum published on the tender document (to be uploaded on National Law University, Jodhpur's website) before submitting their bids.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule.
- e) The bid shall be submitted in **two separate sealed envelopes - Technical Bid (including EMD & Tender Fee) and Financial Bid.** Any other format may lead to rejection. The sealed envelope should be submitted and posted to the **Registrar, NLU Jodhpur** at the address provided in the tender cover page.
- f) **Technical Bid** envelope must contain all documents as proof of eligibility criteria, signed tender document, annexures, signed undertaking etc. (**Annexure I**).
- g) **EMD and Tender Fee** must be in form of **demand drafts (DD)** drawn in favor of "**Registrar, National Law University, Jodhpur**". Outdated/incomplete DD/payments may lead to rejection. Bidders are to submit required document for the same.
- h) Please note that **no relaxation of experience or turnover criteria applies for MSME bidders under this tender**, as per O.M.No.F.20/2/2014 PPD (Pt.) dated 20.09.2016 issued by DoE and FAQ 30, Frequently Asked Questions on Public Procurement Policy For MSEs, Order 2012 dated 25.03.2022
- i) EMD will be returned to the bidder whose bids are not accepted. EMD of successful bidder will be adjusted against the amount of security deposit.
- j) **Financial Bid (Annexure V-B)** envelope must contain only the price bid format signed and stamped. Any deviation may lead to rejection.
- k) **All pages of bid must be stamped and signed by authorized signatory.** Incomplete bids are liable for rejection.
- l) The bidder should furnish required and necessary information on the forms attached with the tender document, unless and otherwise stated.
- m) Corrections/overwriting, if unavoidable, should be attested by the authorized signatory.
- n) Bids submitted without supporting documents for eligibility criteria will be treated as unresponsive and rejected.
- o) The University shall not be responsible for any postal delay in receipt of bids. Bids received after due date/time will be rejected.
- p) Bidders should submit an undertaking/declaration that they have understood all terms and conditions of the tender. (**Annexure V-A**).
- q) The bid prices and rates quoted by the bidder shall be inclusive of all applicable taxes,

duties, levies etc. including GST. All prices/rates quoted shall be FIRM and shall not be subject to escalation on any account during the contract period.

- r) The bid shall be valid for a minimum period of six months from the last date of submission of Tender.
- s) If there is any difference between the amount quoted in figures and words, the amount written in words will be considered and taken as final.
- t) The bids shall be opened and evaluated by a Tender Opening and Evaluation Committee constituted for this purpose, (hereinafter “**Tender Evaluation Committee**”).
- u) The bidder whose bid is so selected shall be called selected bidder.

## **2) SCOPE OF WORK**

### **General requirements:**

- i) A mess for 900-1000 students (tentative).
- ii) To prepare and serve **unlimited food (buffet)**- breakfast, lunch, snacks, and dinner at NLU Jodhpur campus.
- iii) Whenever required providing catering services for workshop, programs, meeting etc. and for the guest of the National Law University, Jodhpur (hereinafter “**NLUJ**” or “**University**”) as per menu suggested by the Mess Committee/Organizing Committee.
- iv) The bidders must note that the successful bidder/vendor/Mess service provider, as determined after the conclusion of the tender process, shall compulsorily install all the mechanized kitchen facilities, as mentioned below, immediately after the award of contract and before commencement of semester:
  - **Electric Chapati/Roti Making Machine with conveyer Belt [Industrial grade] [one unit in both Mess Blocks],**
  - **Industrial grade Plate and Spoon sterilizer Machine (Steam or UV based) [one unit in both Mess Blocks]**
  - **Rice Boiler machine [minimum 50 liter capacity],**
  - **Dishwasher (Commercial grade),**
  - **Dough Kneader,**
  - **Bread Toaster with conveyer[minimum three],**
  - **Manual Corn flake Dispenser**
  - **High Quality, sturdy and operationally efficient Bain Marie units to keep cooked food hot and warm during Mess hours (two units in each Mess Blocks, total 4 units)**
  - **Decomposer Machine [in appropriate number and of adequate capacity]**
- v) The University reserves the right to not to award the job contract for the mess to the selected bidder due to administrative reasons for example pending investigation of serious concern, incidences of suppression of facts regarding eligibility to Mess tender, etc.
- vi) All items including gas refilling, raw materials for the preparation of food items, housekeeping materials, manpower, mess maintenance, cleaning of washrooms, kitchen, dining area, cooking serving, mess surrounding area and other jobs, miscellaneous works, etc., shall be under the Scope of Work of the Contractor. The rates quoted by the bidders shall be inclusive of the above services.
- vii) **Material to be provided by the Contractor/Selected Bidder:**

**1. Cleaning and Housekeeping Materials:**

Liquid soap, dish wash soap, surface cleaners, floor cleaner, glass cleaner, toilet cleaner, air fresheners, naphthalene balls, room sprays, garbage bags, dusters, mops, scrubbers, bleaching powder, and any other required cleaning materials.

**2. Consumables and other items:**

Napkins, tissue papers, liquid handwash and dispensers, hand towels, table clothes, tea/milk whitener sachets, sugar sachets, salt/pepper sachets, biscuits, sugar syrup.

3. The Contractor shall procure the above listed materials for cleaning and catering services at their own cost. Materials used should be of approved brand/quality by the Mess Committee.

4. Any other materials required shall be sourced with approval from the University. The Contractor will maintain sufficient stock of these materials at all times for smooth operations.

5. Water cooler/dispenser and purifier, as provided by the University, should be cleaned and maintained properly by the caterer.

6. The caterer should provide and maintain flycatchers (at least 7) in the mess premises.

7. The contractor shall be solely responsible for **pest and rodent control** (*twice in a semester*) in the Dining Area, Cooking Area, Serving Area and surrounding the Mess Area.

8. Adequate numbers of **steel-waste bins for used plates and cutlery in the dining halls** (*minimum 08*), colour-coded dustbins (wet and dry) must be provided and segregated waste disposal ensured.

9. Deep cleaning of kitchen equipment and utilities must be done weekly. Disinfection/sanitizing of food contact surfaces to be done daily.

10. Regular recharge of the TV channels, TV repair and incidental facilities for the TV provided by the University.

11. Daily mopping and disinfection of all food serving and dining areas. The tables must be cleaned after every meal.

12. Walls/ceilings to be cleaned twice a month.

13. Cleanliness report to be submitted monthly to Mess Committee.

14. Licenses of all staff handling food to be maintained and updated annually.

15. High standards of personal hygiene must be maintained for all staff like proper uniforms, hairnets, gloves, masks etc.

16. Cleaning schedule and staff responsibilities to be displayed. Non-compliance to attract penalties as referred to in Clause 18 (*Penalty*).

17. Pest control inspection to be taken up monthly and report submitted. Immediate corrective actions required in case of lapses.

18. Potable water tests and food samples may be collected anytime for testing without notice.

19. The Scope of Work of the Contractor also includes Clause 10 (*Maintenance and Other Jobs*) and Clause 11 (*Other Scope of Work*).

**PART B**

**BID DOCUMENTS AND EVALUATION SCHEME**

## **I. INTRODUCTION OF THE UNIVERSITY**

National Law University , Jodhpur, established by the National Law University, Jodhpur, Act, i.e., Act No. 22 of 1999 of Rajasthan State Assembly in 1999, is located in the city of Jodhpur in Rajasthan. The University is a residential campus spanning approximately 55 acres and hosts a student community drawn from diverse cultural background with varied culinary preferences, taste and dietary practices. The Mess service provider shall be expected to be inclusive, sensitive and responsive to this diversity while providing its services.

The University invites bids from interested and licensed vendors to undertake Mess operations and provide unlimited food services [Breakfast, Lunch, Snacks, and Dinner] at its campus in Jodhpur, Rajasthan. NLU Jodhpur campus houses two mess blocks -**Old Mess Block** and **New Mess Block** which cater to the food requirements of student community. The interested bidders must visit the campus premise to acquaint themselves with the infrastructure, logistics and other requirements to efficiently execute mess operations.

## **II. MINIMUM ELIGIBILITY CRITERIA CUM CHECKLIST**

All bidding parties must satisfy or fulfill the conditions set out as '**Minimum Eligibility Criteria**' (**Table A**) to advance to the next stage of bid evaluation. The bidding parties must enclose all necessary and relevant supporting documents to evidence satisfaction of the eligibility criteria along with the other bid documents.

The **Tender Evaluation Committee**, constituted by NLUJ would appropriately decide on acceptance of tenders on the basis of criteria mentioned above on the basis of its reputation/qualification

## **III. INSTRUCTIONS TO THE BIDDERS**

- a. Bidder should take into account all notifications (corrigendum, if any) to be published on the University website related to the tender document before submitting their bids. Any deviations from these may lead to rejection of the bid.
- b. The Bidder shall give an undertaking that he/she will comply with all conditions in the tender documents. For this purpose, the tender documents shall be completed in all respects and duly signed, numbered and stamped on each page by the Bidder. Furthermore, all the Annexures shall be duly filled and signed by the Bidder.
- c. **The Two-bid system will be followed for this tender.** In this system, the bid shall be submitted in **two separate sealed envelopes** :
  - a. **Technical Bid (including EMD & Tender Fee) (Annexure I) and**
  - b. **Financial Bid (Annexure V-B).**

Any other format may lead to rejection.

- d. **Envelope 1**: should contain technical bid consisting of
  - a. Tender document (stamped and Sealed by the bidder) and EMD fee details with

- receipt
- b. Documents in support of minimum qualification required for bidding.
  - c. Details of works of similar class completed as on the last date of submission
  - d. Copy of Solvency Certificate as per the format (original will be required)
  - e. Declaration letter (**Annexure I to V-A, VI to VIII**)
- e. **Envelope 2:** should contain Financial Bid consisting of Bill of Quantity (BoQ) [Annexure V-B complete].
- f. Each page of the bid should be numbered properly.
  - g. The technically qualified bidders are required to make a presentation on certain parameters before the Tender Evaluation Committee. These parameters carry marks based on which the final score of the bidder for evaluation.
  - h. The financial bids of only those bidders whose Technical Tenders are recommended by Tender Evaluation Committee will be opened at a later date after evaluation of the technical bids. The offer of the Tenderer shall be valid for six months from the last date of submission of Tender/revised offer (if any).
  - i. In deciding upon the selection of contractors for the work, great emphasis will be put on the ability and competence of contractors to provide high quality services according to the time schedule, pragmatic cost and in close coordination with NLUJ. Hypothetical/Conditional, Incomplete bid will not be entertained & will be summarily rejected. (Please note that the bidder must quote for all the categories mentioned in the tender.)
  - j. The bidders must note that the successful bidder/vendor/Mess service provider, as determined after the conclusion of the tender process, **shall compulsorily install all the mechanized kitchen facilities**, as mentioned below, immediately after the award of contract and before commencement of semester:
    - a. **Electric Chapati/Roti Making Machine with conveyer Belt [Industrial grade] [one unit in both Mess Blocks],**
    - b. **Industrial grade Plate and Spoon sterilizer Machine (Steam or UV based) [one unit in both Mess Blocks]**
    - c. **Rice Boiler machine [min. 50 liter capacity] [one in each Mess block],**
    - d. **Dishwasher (Commercial grade) [one in each Mess block],**
    - e. **Dough Kneader,**
    - f. **Bread Toaster with conveyer[minimum three],**
    - g. **Manual Corn flake Dispenser**
    - h. **High Quality, sturdy and operationally efficient Bain Marie units to keep cooked food hot and cold during Mess hours (two units in each Mess Blocks, total 4 units)**
    - i. **Decomposer Machine [in appropriate number and of adequate capacity]**
  - k. The contract shall have duration of **two year**, commencing from the date of contract award, with the provision of one-year's extension subject to satisfactory performance by the service provider. Thus, the contract will be for initial two years and may be extended to another one year upon satisfactory performance.
  - l. The University reserves the right to modify the conditions of the tender, at any time, without

- assigning any reasons for the same which shall be notified on the University's website only.
- m. NLUJ reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.

**MINIMUM ELIGIBILITY CRITERIA**

**(TABLE A)**

No.	ELIGIBILITY CONDITION	SUPPORTING DOCUMENTS /ANNEXURE	CHECKLIST
1.	<p><b>Minimum 04 years</b> of experience (F.Y. 2022-23 to F.Y. 2025-26) in providing Mess services/Mess operations only (<i>canteen, cafeteria, food stalls or any other catering operations not to be considered</i>) in <u>one or multiple academic institutions</u> like NLU, IITs, NITs, IIMs, IISERs, AIIMS, IIITs and other similar reputed academic institutions.</p> <p><b>(Please note that no relaxation of experience or turnover criteria applies for MSME bidders under this tender, as per O.M.No.F.20/2/2014 PPD (Pt.) dated 20.09.2016 issued by DoE and FAQ 30, Frequently Asked Questions on Public Procurement Policy For MSEs, Order 2012 dated 25.03.2022.)</b> <b><u>Annexure III.</u></b></p>		
2.	<p>The bidder must submit details of mess contract of <b><u>all academic institutions</u></b>, served or serving, where the <b>contract value was/is above INR 1,50,00,000/- (Indian Rupees One Crore Fifty Lakhs Only) per annum in each of previous four financial years i.e. 2022-23 to 2025-26.</b> (Supporting documents must be attached as <b>Annexure-III</b>).</p>		
3.	<p><b>Satisfactory Performance Certificate</b> of Mess services/Mess operations at academic institutions with contract value above INR 1,50,00,000/- (Indian Rupees One Crore Fifty Lakhs Only) per annum in the previous four financial years i.e. 2022-23 to 2025-26.</p>		
4.	<p><b>Recent Solvency certificate</b> from scheduled or nationalized bank for an amount of INR 2,00,00,000/- (Indian Rupees Two crores Only).</p>		

5.	<p><b>Minimum turnover of INR 2,00,00,000/- (Indian Rupees Two Crores only) per annum in Mess services/operations</b> for F.Y. 2022-23, F.Y. 2023-24; F.Y. 2024-25</p> <p>(<b>Annexure I</b> must be filled along with Audited final accounts of three Financial Years, that is, F.Y. 2022-2023, F.Y. 2023-2024, F.Y. 2024-25.</p> <p>(<b>Annexure VII</b>).</p> <p>(Please note that no relaxation of experience or turnover criteria applies for MSME bidders under this tender, as per O.M.No.F.20/2/2014 PPD (Pt.) dated 20.09.2016 issued by DoE and FAQ 30, Frequently Asked Questions on Public Procurement Policy For MSEs, Order 2012 dated 25.03.2022.)</p>		
6.	<p>Copy of last three years <b>Income Tax Returns (ITR)</b> returns filed:</p> <p>a. 2022-2023.</p> <p>b. 2023-2024</p> <p>c. 2024-2025.</p>		
7.	<p>Should possess statutory requirements such as:</p> <p>a) <b>Valid and existing PF</b></p> <p>b) <b>Valid and existing ESIC</b></p> <p>c) <b>Valid and existing GST certificate</b></p> <p>d) <b>Valid and existing Shop and Establishment Registration Certificate (if applicable)</b></p> <p>e) <b>Valid PAN number/card</b></p> <p>f) <b>Food Safety and Standards Authority of India</b></p> <p>g) <b>Self-Certification on Compliance of Labour regulations</b></p> <p>h) <b>Valid and existing (FSSAI) License Certificate.</b></p> <p>Details of all the list of certificates should be filled in <b>Annexure IV</b>. (<b>Annexure I</b> for PF and ESI Registration details must be filled along with supporting documents).</p>		
8.	<p>The firm has to bid for all the items mentioned in the tender document.</p>		
9.	<p>Submission of duly filled and signed Declaration letter. (<b>Annexure V-A</b>) <u>Incomplete forms in any respect would summarily be rejected.</u></p>		

10	<p>A declaration to the effect that no legal proceedings(s) and/or Industrial dispute(s) claiming wages or any other payment from or employments with the principal Employers have been initiated by any present employee or previous employee of the bidder (if a company or proprietorship however previously designated) or of any partner of the bidder (if the bidder is a partnership firm).</p> <p>This will have to be supported by an appropriate declaration in the form of an affidavit.</p>		
11	<p>The bidder signs and seals on each page of the Tender documents.</p>		

IV. **BID EVALUATION SCHEME**

- a) The bidders who satisfy the Minimum Eligibility Criteria (provided in Table A) and considered fit by the Tender Evaluation Committee shall proceed to next stage of evaluation of Technical and Financial bid in the tender process.
- b) **Quality and Cost Based Selection (QCBS) method with 70% weightage to Technical part and 30 % weightage to financial bid will be followed for this tender.**
- c) Technical bids will be opened first and evaluated on the basis of documentary evidences submitted by the bidder on various criteria/parameters mentioned in the '**TECHNICAL SCORESHEET**' (**TABLE B**) below.
- d) **The financial bid rates quoted for Standard Category Menu (unlimited serving/buffet) will only be considered for the purpose of evaluation.**
- e) **The minimum BASE RATE for Mess services at NLU Jodhpur per student per day will be INR 170 (Breakfast, Lunch, Evening Snacks and Dinner) for this tender. THE BIDDERS QUOTING RATES BELOW THE BASE RATE SHALL BE REJECTED.**
- f) Their Technical bid out of 70 will be computed and considered as Technical Score (TS) further.
- g) **The financial offers of only the qualified bidders (technically qualified bidders) will then be opened. The lowest bid shall be given a financial score (FS) of 30 points. The financial score (FS) of other bidders will be determined using the formula:  $FS = 30 * FB / F$ , in which FB is the lowest financial bid, and F is the financial bid of the particular vendor. Scores obtained on financial offer will be added to weighted technical score (TS) to get a consolidated score (CS) according to the formula:  $CS = TS + FS$ . Lowest financial bid (FB) will be calculated by giving a weightage of 100% to the Standard Menu per day price to per student.**
- h) **Bidder with the highest consolidated score will be selected for further discussion with University administration on service conditions and quality.**
- i) **Tie-Breaker: In case of a tie between bidders on the Consolidated Score, the successful vendor with the higher score on the Technical evaluation (70 marks) will be selected.** Further, in case of a tie on Technical Scores between above mentioned bidders, successful vendor will be determined on the basis of higher score in "**Mechanized Mess Operation**" category as mentioned in Technical evaluation part. In case of further unresolved tie after this stage, the Technical Evaluation Committee shall decide the successful bidder based on technical and financial considerations to be recorded in writing.
- j) Further discussions related to the awarded scores by the committee will not be entertained.

**TECHNICAL SCORESHEET**

**TABLE B**

<b>S. No.</b>	<b>Particulars</b>	<b>Parameter and Scoring methodology</b>	<b>Marks out of 70</b>
1.	<p><b><u>Current Operational Experience:</u></b> Number of existing and operational Mess services/Mess operations at academic institutions as on the date of submission of application (Annexure T1)</p>	<p>a. Seven and Above (10 Marks) b. Four to Six (6 marks) c. One to Three (3 marks)</p>	10 marks
2.	<p><b><u>Operational Experience in State of Rajasthan</u></b> The bidders with: a. <b><u>Existing and valid Food license (FSSAI) of State of Rajasthan</u></b> [which should indicate the category of permitted work- Mess operations] and b. <b><u>Existing and operational mess sites (canteen, cafeteria, food stalls or any other catering operations not to be considered) in academic institution situated in the State of Rajasthan.</u></b></p> <p><b><u>Note:</u></b> Expired licenses or Licenses under renewal application/process shall not to be considered. (Annexure T1)</p>	<p>a. Five and above operational and functional Mess Sites in academic institutions in Rajasthan (10 marks) b. Two to Four operational and functional Mess Sites in academic institutions in Rajasthan (6 marks); c. One Mess Site in academic institutions in Rajasthan (3 marks)</p>	10 marks
3.	<p><b><u>Financial Soundness:</u></b> Average Annual Turnover from Mess Operations in the last 3 Financial Year (F.Y. 2022-23; F.Y. 2023-24 and F.Y. 2024-25) (Annexure VII)</p>	<p>a) Above INR 6 crore (5 marks) b) Above INR 4 crore to INR 6 crore (3 marks) c) INR 2 crore to INR 4 crore (1 marks)</p>	5 marks
4.	<p><b><u>Mechanized Mess Operations:</u></b> Experience in operating Mechanized kitchen facilities in Mess services/Mess operations of one or multiple academic institutions in last two financial years (F.Y. 2024-25 and F.Y. 2025-</p>	<p>a. Electric Chapati/Roti Making Machine with conveyer Belt (5 marks) b. Plate and Spoon sterilizer Machine (Steam or UV based) (7 marks) c. Hot Bain Merry (5 marks) d. Rice Boiler machine(1 marks)</p>	30 marks

	<p>26 )</p> <p><b>A valid certificate issued by the Registrar/authorized and competent authority of the academic institution only shall be accepted as proof. [Annexure T1]</b></p>	<p>e. Dishwasher [7 marks]  f. Dough Kneader (1 marks)  g. Decomposer Machine (3 marks)  h. Vegetable cutter (1 marks)</p> <p><i>(Marks are set according to the importance attached to hygiene, mess efficiency, food safety and differentiator impact)</i></p>	
<p>5.</p>	<p><b><u>Performance Certificates:</u></b>  Annual Satisfactory Performance Certificates from academic institutions served or serving of previous four financial years (i.e., F.Y. 2022-23 to F.Y. 2025-26)  <b>A valid certificate issued by the Registrar/Head of Institution/authorized and competent authority only shall be accepted as proof. [Annexure T1]</b></p>	<p>a) Seven and more satisfactory performance certificates (10 marks)  b) Four to Six satisfactory performance certificates (6 marks)  c) One to Three satisfactory performance certificate (3 marks)</p>	<p>10 marks</p>
<p>6.</p>	<p><b><u>Technical Presentation</u></b></p>	<p>Technically qualified bidder would be evaluated based on the presentation. (5 marks)</p> <p>The presentation should be focused on different aspects like, existing sites photographs, full action plan from procurement of vegetables/non-veg to serving of food, monitoring of staff conduct and behaviour, use of modern mechanized techniques, proper training of staff at various institutions, action plan for hygiene and sanitation, etc.</p>	<p>5 marks</p>

#### V. LICENSE FEE

The contractor shall pay the license fee **50,000/-** per month and revised from time to time during the contract period. The license fee shall be charged every month excluding semester break. In case of change in Academic Calendar, the semester break will also change accordingly.

**PART C**

**MESS MENU AND SERVICES INFORMATION**

**I. DETAILS OF CATERING AND MESS SERVICES**

**a. Details of mess service**

1. Broadly the services involve following tasks:

- i) Catering and Mess Services (unlimited food/buffet) for Students for Breakfast, Lunch, Evening Snacks and Dinner on all days (including Holidays) during a semester/academic year.
- ii) Catering services for workshop, programs, meeting etc. organised in the University, as per requirement.

**b. Catering and Mess Service**

The current tender is for providing the Breakfast, Lunch, Snack and Dinner facility at the four dining areas of two University Mess Blocks is mentioned in below table:

<b>S. No.</b>	<b>Grouping Diners</b>	<b>Strength per day (Tentative)</b>	<b>Meal options</b>	<b>Meal Category</b>	<b>Location</b>
1.	Students	800-900	All meal	Standard	Mess
2.	Semester Food Fest	800-900	One time meal, either lunch or dinner.	Standard	Mess
4.	Special request for workshop, meeting etc.	Based on requirement	All meal	Executive or Standard as per order	Academic block/Convention Centre/other venue as decided

- a. The rates offered for the Standard; Executive menu will be applicable within the University Campus as and when required with no additional charge.
- b. However, the number mentioned in the above table may vary during the unforeseen situations, mid-semester break, holidays, outstation projects and assignments of the students during the academic year.
- c. The bidders are requested to note that there will be no business during the semester break.
- d. The Contractor shall maintain a bound complaint register in each dining area for recording all complaints during serving hours. The mess manager shall acknowledge receipt of every complaint, reply within 24 hours along with corrective actions taken. The Mess Committee along with the authorities of University can inspect registers for timely complaint resolutions, non-compliance of which can attract penalties.

- e. The quality, kind, grade etc. of the cutlery, utensils and other related equipment used by the Selected Bidder has to be approved by the Mess Committee. The Committee's decision shall stand final in this regard.
- f. The Selected Bidder shall ensure that sufficient and adequate quantity and quality of jugs and glasses (preferably of steel) for water on the dining tables in the dining area.
- g. The University reserves the right to modify the base rate of mess operations after two year of satisfactory performance by and in negotiation with the vendor.

**II. TIMING OF MESS at NLU Jodhpur: \***

<u>Particulars</u>	<u>Timings</u>
<b>Breakfast</b>	07:30 A.M – 09:00 A.M
<b>Lunch</b>	12:00 P.M. – 2:00 P.M
<b>Tea &amp; Evening Snacks</b>	4:30 P.M – 5:30 P.M.
<b>Dinner</b>	8:30 P.M – 10:30 P.M.

- Timing may vary as per the requirements of the University and the contractor shall be informed well before such changes.

**III. TENTATIVE MENU**

**a. Standard Menu**

The items are to be rotated on a daily basis for each semester, as decided by the University Mess Committee. Failure to adhere to the decided menu will entail action against the Vendor. Additionally, different gravies, dals, side options have to be cooked for Lunch (Veg and Non-Veg) as well as Dinner (Veg and Non-Veg).

<b>Items</b>	<b>Menu</b>	<b>Compliance</b>
<b>Breakfast</b>	1) Corn flakes/Wheat flakes/Chocos/Dalia/Oats with Milk (Hot/Cold) (everyday) 2) Sprouts (everyday) 3) Sambar-Vada/Upma/Poha/Idli-sambar/Dosa/Stuffed Paratha (aaloo/paneer/dal/pyaaz/methi)/Uttappam/Daliya/Macaroni/ Pasta/vermicelli [as per menu] 4) Slices of plain bread (brown/multigrain) toasted with Jam/Peanut butter/butter (everyday) 5) Boiled eggs ( <b>03 eggs to each student everyday</b> ) 6) Bananas (2 pieces) (everyday) 7) Sautéed Paneer (as per menu)	

	<p>5) Sandwiches (vegetable/aaloo/paneer/mushroom/egg/spinach corn/cabbage-carrot) [as per menu]</p> <p>6) Tea/coffee [everyday]</p> <p>7) Milk with bournvita [everyday]</p>	
<b>Lunch (Veg)</b>	<p><b>1. <u>DAILY ITEMS:</u></b></p> <ul style="list-style-type: none"> <li>• Green Salad [Onion, beetroot, cucumber, lemon]</li> <li>• Dahi cup (Amul Masti Plain curd 80 gram or Mother Dairy Classic 80 gram ONLY)</li> <li>• Pickle</li> <li>• Roti – plain tawa/Tandoori/butter</li> <li>• Rice and its varieties as per menu</li> <li>• Fennel seeds (Sauf) and Mishri</li> </ul> <p><b>2. <u>AS PER MENU DAYS</u></b></p> <ul style="list-style-type: none"> <li>• Chacch/Lassi</li> <li>• Poori/Paratha/bhature</li> <li>• Dal and its varieties including Sambhar and Rasam</li> <li>• Seasonal Vegetable</li> <li>• One special curry (like Paneer, Chola, Rajma, Kofta, Kadhi etc.) [80 gram paneer to be served]</li> </ul>	
<b>Lunch (Non-Veg)</b>	<p><b>3. <u>DAILY ITEMS:</u></b></p> <ul style="list-style-type: none"> <li>• Green Salad [Onion, beetroot, cucumber, lemon]</li> <li>• Dahi cup (Amul Masti Plain curd 80 gram or Mother Dairy Classic 80 gram ONLY)</li> <li>• Pickle</li> <li>• Roti – plain tawa/Tandoori/butter</li> <li>• Rice and its varieties as per menu</li> </ul> <p><b>4. <u>AS PER MENU DAYS</u></b></p> <ul style="list-style-type: none"> <li>• Chacch/Lassi</li> <li>• Paratha/Poori</li> <li>• One gravy item (Chicken or Egg) [150 gm chicken/ 3 pieces eggs]</li> <li>• Biryani (Chicken/Egg) [same quantity as above]</li> </ul>	

Evening snacks	<p>1) <b><u>DAILY ITEMS:</u></b></p> <ul style="list-style-type: none"> <li>• Tea/Coffee/Shakes/Milk</li> <li>• Fruit salad and whole Fruit on alternate days (seasonal) (200 grams)</li> </ul> <p>2) <b><u>AS PER MENU DAYS</u></b></p> <ul style="list-style-type: none"> <li>• Samosa/Wada Pav/Kachori/Sandwich/Paneer Pakoda/Bread Pakoda/Pav-bhaji/Cutlet/Chowmein/Noodles/Panner/vegetable Rolls/Idli Fry/ Chat/Past/Maggie, Sauce/Chutney</li> </ul>	
Dinner (Veg)	<p><b>One or more items from each of the following should be served</b></p> <p>5. <b><u>DAILY ITEMS:</u></b></p> <ul style="list-style-type: none"> <li>• Green Salad [Onion, beetroot, cucumber, lemon]</li> <li>• Pickle</li> <li>• Roti – plain tawa/Tandoori/butter</li> <li>• Rice and its varieties as per menu</li> <li>• Fennel seeds (Sauf) and Mishri</li> </ul> <p>6. <b><u>AS PER MENU DAYS</u></b></p> <ul style="list-style-type: none"> <li>• Dal and its varieties including Sambhar and Rasam</li> <li>• Seasonal Vegetable</li> <li>• One special curry (like Paneer, Chola, Rajma, Kofta, Kadhi etc.) [80 gram paneer to be served]</li> <li>• <u>Sweet Dish</u></li> </ul>	
Dinner (Non-Veg)	<p>7. <b><u>DAILY ITEMS:</u></b></p> <ul style="list-style-type: none"> <li>• Green Salad [Onion, beetroot, cucumber, lemon]</li> <li>• Pickle</li> <li>• Roti – plain tawa/Tandoori/butter</li> <li>• Rice and its varieties as per menu</li> </ul> <p>8. <b><u>AS PER MENU DAYS</u></b></p> <ul style="list-style-type: none"> <li>• Paratha/Poori</li> <li>• One gravy item (Chicken or Egg) [150 gm chicken/ 3 pieces eggs]</li> </ul> <p>1) Biryani (Chicken/Egg) [same quantity as above]</p> <p>2) <u>Sweet Dish</u></p>	

- 1) **The food to be served is unlimited, on buffet basis.** There might be reasonable limit on per student basis for special items like ice-creams, sweets or any other desserts
- 2) A minimum **250 ml of milk** must be made available to all students in both Breakfast and snacks.
- 3) **NON-VEG (chicken based items) and VEG (Paneer based items) to be served thrice in a week (Monday to Sunday). Egg Curry and Egg Biryani to be served once a week.** The days will be determined by the Mess Committee for a semester.

- 4) Student will be allowed to consume extra/additional serving of Chicken or Egg or Paneer, beyond the stipulated quantity or bowl, upon payment of an appropriate additional amount to the Mess caterer as determined by the Mess Committee. Gravy shall be unlimited.
- 5) Tea/Coffee other than Breakfast and Snacks, Biscuits, readymade snacks, packed juices, Namkeen, Chips, and Fruit Juices should be made available from morning at 8:00 AM to 10 PMPM at night on **paid basis**.
- 6) For health issues, light food and fruits need to be provided instead of regular mess menu.
- 7) The menu is subject to modifications by the Mess Committee.
- 8) In addition to the standard meal, there will be a provision for **ONE SEMESTER BREAK SPL. DINNER/LUNCH** for Students and faculty members of NLU Jodhpur organised by the Mess service provider every semester on the last examination day of the semester. The Menu for the same shall be decided by the University Mess Committee after discussion with the Mess service provider.
- 9) The Mess Service provider should serve **TRADITIONAL RAJASTHANI LUNCH** (*Daal- Baati-Churma-Chacch- Mirchi ke tapore*) on fourth Saturday of every month during the semester. The Menu for the same shall be decided by the University Mess Committee after discussion with the Mess service provider.

#### IV. QUALITY OF RAW MATERIALS & BRAND TO BE USED

1. The service provider should use the raw material as per below mentioned table. Any deviation should have prior approval of the Mess Committee.
2. The Mess caterer shall submit documentary proof, as and when demanded, of purchase of food items like Paneer, Atta, Rice, Bread, Pulses, Cooking oil and other grocery items likes Masalas, Ketchup, Cornflakes, Sauces, etc from authorized dealer of the brand to ensure safety from adulterated products.

Brand	Brand
<b>Salt</b>	Tata Iodised Salt
<b>Curd</b>	Amul/Motherdiary
<b>Spices</b>	M.D.H. Masala, Catch, Everest, MTR
<b>Oil(Sunflower)/Cold-pressed</b>	Sundrop, Saffola, Fortune (Refined oil/Mustard/Groundnut) <b>Use of Hydrogenated(vanaspati)/ Dalda (statured fat) oils is strictly prohibited</b>
<b>Oil(Groundnut)/Cold-Pressed</b>	Fortune, Tata, Vedaka, Anveshan <b>Use of Hydrogenated(vanaspati)/ Dalda (statured fat) oils strictly prohibited</b>
<b>Ketchup</b>	Maggi, Heinz, DelMonte, Tops

<b>Pickle</b>	Mother's Recipe, Nilon's, MTR, Dabur, Tops, Suruchi
<b>Atta/Maida</b>	Ashirvaad, Annapurna, Samrat, Shakti Bhog
<b>Instant Noodles</b>	Maggi, Top Ramen, Slurrp Millet Noodles, Wicked Gud, Ching's secret,
<b>Flavoured drinks</b>	Roohafza, Mapro, Amul, Tropicana, Glucon-D, B Natural, Raw, Bournvita, ProteinX, Real, Ensure
<b>Papad</b>	Lijjat, Ganesh, Shreeji, Ramdev
<b>Butter</b>	Amul, Mother Dairy <b>Use of Margarine or any other butter substitutes are prohibited</b>
<b>Multi-Grain Bread</b>	Modern, Harvest Gold, Britannia, Amul, 15 AD <b>(Multi-Grain Bread/Brown Bread Only)</b>
<b>Cornflakes/Chocos</b>	Kellogg's, Mille, Gaia, Bagrry's
<b>Biscuits</b>	Parle, Britannia, ITC, Cadbury, Sunfeast, Unibic, McVitie's, Amul
<b>Namkeen</b>	Haldiram, Bikaji, Bikano
<b>Jam</b>	Kissan, Tops
<b>Cheese, Curd or other milk items</b>	Amul, Mother Dairy, Go Cheese
<b>Ghee</b>	Amul, Mother Dairy
<b>Yogurt</b>	Mother Dairy, Amul, Saras
<b>Cow Milk (Half cream / non-toned)</b>	Amul, Mother Dairy, Govardhan, Saras
<b>Paneer</b>	Amul, Mother Dairy
<b>Tea</b>	Brooke bond, Lipton, Tata (Red Label, Wagh Bakri)
<b>Coffee</b>	Nescafe, Bru, Tata
<b>Ice Cream</b>	Amul, Mother Dairy, Natural's (Only Dairy based ice-creams.
<b>Soya Chunks</b>	Nutrela, Saffola, Fortune
<b>Rice</b>	India Gate, Daawat
<b>Basmati</b>	Daawat, India Gate
<b>Sugar</b>	Madhur, Vedaka
<b>Sauce</b>	Kissan, Maggi, Del Monte, Weikfield, Veeba, Dr. Oetker Cremica, Tops, Ching's
<b>Chips</b>	Lays, Tagz, Uncle Chips, Kurkure, Bingo, Doritos, Pringles, etc.
<b>Dry Fruits</b>	Tata Sampan, Happilo, Farmley

<b>Pulses and Legumes</b>	Golden Harvest, Tata Sampan
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- Caterer may be allowed to use any other FSSAI approved brands only if permitted by the mess committee in writing.

#### **10) MAINTENANCE AND OTHER JOBS**

- a) The Scope of Work to be executed on this head is detailed in the tender document. Failure on the part of the Contractor to execute the work under this clause, the University will make its own arrangements to execute the same and the actual cost incurred plus 15% for undertaking the jobs will be recovered from the running bills of the Contractor.
- b) In addition to providing cooked food and serving, as detailed out in this document, the contractor is also responsible for upkeep (except painting/colour wash) of Mess Buildings/dining areas and surrounding area, furniture provided by the University including repair/replacement due to damage made by the Contractor's personnel. The inter-carting cylinder from filling area of Liquefied Petroleum Gas (hereinafter "LPG") cylinders for cooking will also be the responsibility of the Bidder.
- c) The following activities including all cleaning activities/disposal of Mess waste, upkeep of in and around the Mess, kitchen, dining halls and all conference halls (after service) are in the scope of the contractor: (No separate charges will be paid for this activities/disposal of Mess waste, etc.)
  - i) Mess Sewage Lines/Pits/Toilet Cleaning
  - ii) Cleaning the sewage water lines (both opened and closed), manholes and pits around NLUJ Mess (three dining areas) periodically by deploying adequate and trained manpower to maintain the line clear of all waste and other foreign materials
  - iii) Remove Mess waste from the sewage lines running in and around the Mess (opened & closed), manholes and pits on regular basis and store it into the drums. Also, the food waste, vegetable leaves and any garbage to be safely removed by separate motor vehicle on daily basis and properly disposed outside the premises.
  - iv) Remove the Mess waste and clean the open drainage inside the Mess premises at the following location on regular basis.
  - v) Mess waste solids blocked into the drainage are to be collected then and there and dumped in to the big plastic buckets to be kept for the purpose by Contractor. The waste/solids kept in the drums to be transported daily to garbage, vermin compost and disposed of safely and in eco-friendly manner.
  - vi) Clean the strainers fixed in the drainage line regularly to remove the choke for free flow of water. The strainer should be placed in its positional ways.
  - vii) The service providers shall ensure that solid waste materials are not dumped into the drains. All such solid wastes must be removed from the utensils prior to washing. Any block either on these sewage lines (open and closed), manholes and pits shall be removed then and there by deploying additional manpower as required. No extra cost will be paid for such work.

If by chance, solids get accumulated, the Contractor should employ more men for one-time clearance. No extra payment will be paid for such work. All tools and tackles required to perform the subject work shall be arranged by the Contractor or at his own cost.

- viii) Mess toilet (men/women)/ change house provided by the University for the workmen are to be cleaned daily and always kept neat and tidy.
- ix) The vendor will be required to bring all equipments for cooking, serving, eating, storage of food/material. All other fixtures shall also be arranged by the vendor only.
- x) The required cleaning materials/consumables such as buckets, broomsticks, Floor wiper with stick, Cotton swabs with stick and chemicals/Detergents, Vim, cheap cloth, duster cloth, Perfume room spray, Plastic hand brush, table cleaning wiper, fly kit, nylon brush, cobweb with stick Naphthalene balls, etc. shall be arranged by the Contractor or at his own cost.
- xi) The Contractor should keep a First Aid kit for employees in the Kitchen area.
- xii) The Contractor shall keep spoon/fork, Cutlery, cooking utensils, spoons, plates, bread toaster, cornflake dispenser machine, crockery/cutlery of good quality, jugs of standard variety, salt/pepper container, napkins and any other items ordered from time to time in each dining hall. Provision for refrigerator/cold storage shall be made in each dining hall for storage of items for sale.

#### **11) OTHER SCOPE OF WORK**

- a) The University will provide basic infrastructure such as dining area, kitchen area and storeroom. NLUJ may also provide dining table, chairs which must be well kept and maintained by the caterer. All other equipments, utensils for cooking, serving, storage items, fixtures which are required for providing services should be brought by the vendor.
- b) Any University department or employees, if requested and approved by competent authorities, were engaged to provide repair, servicing, maintenance, replacement, installation or any other service, by the Mess caterer, towards any plumbing, civil, electrical, mason or any other work in the University Mess, the cost towards the same shall be borne by the Mess caterer.
- c) In the event of disruption of water supply on account of power failure, the Service Provider shall make his own arrangement for supply and storage of water in the Mess for smooth running of the Mess. In the event of power failure, the Service Provider should make his own arrangements for grinding etc., at his own cost.
- d) Further, any loss towards theft or breakage of such equipment furniture, fixtures, cold storage facilities, utensils and all other Mess equipment supplied will be borne fully by the Contractor.
- e) Water will be supplied by the University, chargeable at the rate determined by the University authorities.
- f) Electricity charges shall be levied and collected by the University as per the monthly consumption and the vendor has to pay the same on a monthly basis.

- g) The Contractor shall be responsible for and ensure proper and optimal utilization of the facilities like furniture to be provided by the University, without abuse or excess use and shall follow and obey all instructions or directions as shall or may be given by the University or its authorized representative from time to time.
- h) The Contractor shall make available adequate manpower in appropriate attire for serving food items during the above occasions. They shall bear a pleasing personality and pleasant disposition and maintain highest standards of discipline and hygiene. Floor managers appointed by the Contractor for managing the affairs and supervision of each mess shall be physically present in the Mess while food is served.
- i) The vendor shall appoint **two Managers**, having more than five years of managerial experience in Catering and Mess operations in institutions (preferably academic), who will be finally responsible for the entire Catering and Mess operations at NLUJ and will be available on full timebasis to manage the operations at NLUJ.
- j) The University shall have the right to specify the minimum number of manpower required to run its Mess and to demand for additional persons for Special services as and when required. The Contractor should also deploy adequate manpower exclusively for the maintenance of cleanliness inside/surrounding the Mess premises, dining halls, dining table and chairs, ceiling fans, exhaust, tube fittings and other equipment (including lavatory and bathrooms attached for the specific use of the Mess contract work men).
- k) Staff of the Selected bidder to have proper IDs and uniform as provided by the selected bidder at all times during the service hours in the University.

# The below table is minimum indicative number for cook and manager. If required, the bidder should allocate more staff or smooth functioning of the mess/services.

S.No.	Staff Category	Minimum no. of. staff to be employed	Desired Eligibility/ Experience
1	Main Cooks and Assistant Cooks	<ul style="list-style-type: none"> <li>04 (experienced in cooking Vegetarian and Non-vegetarian)</li> </ul>	At least 5 years' experience in cooking food for hostel mess with minimum diner strength of 600.
2	Serving Staff	<ul style="list-style-type: none"> <li>4 serving staff at each counter = 8</li> <li>One staff for snack counter in each Mess Block = 2</li> <li>2 helpers to serving staff in each mess block = 6</li> <li>2 staff for washing</li> </ul>	At least 5 years' experience

		dishes/utensils in each Mess Block = 4 <ul style="list-style-type: none"> <li>• 2 sweepers (one Male and one female) in each Mess Block = 4</li> <li>• 2 staff for running transport vehicles during Mess operations = 02</li> </ul>	
3	Manager	02	Should have a working knowledge and speaking ability in both Hindi and English and minimum 15 years of managerial experience.
<ul style="list-style-type: none"> <li>• <b>Minimum total Staff to be deployed by the successful bidder at NLU Jodhpur Mess = 32</b></li> </ul>			

- l) The Contractor shall ensure that the Mess premises are not used for any purpose other than activities related to the maintenance and running of the Mess for NLUJ. The Contractor will not facilitate any illicit consumption (such as beedis /cigars/alcoholic beverages or narcotic substances) or immoral activities in the Campus. Stern action will be taken against the Contractor if she/he or his employees are found violating this norm.
- m) The responsibility of cleaning the Mess premises, daily/routine including fans, glass panes, walls, etc. will be the sole responsibility of the contractor. The responsibility of safe disposal of all the bio-waste and other garbage materials will also be the sole responsibility of the Contractor. In case of deficiency in service, the work may be executed by the University and cost of the same shall be recovered from the vendor.
- n) The performance of the Catering and Mess services provided by the Contractor at NLUJ will be continuously monitored by NLUJ officials or any other mechanism set up by the University. The Contractor will be required to quickly and satisfactorily implement the instructions or suggestions arising thereof.
- o) The caterer is solely responsible for the payment of minimum wages, ESI and EPF for their employees as per the GoI norms as applicable and should meet any other statutory and non-statutory benefits/obligations. The record of duty hours and pay structure should be maintained as per rules for inspection by the government authorities. The caterer have to indemnify the University against any loss incurred by the University during the tenure of its

operation.

- p) The contractor should provide adequate manpower and maintain Catering and Mess service without any disruption. The Contractor shall also provide a Manager to be present in the Mess when it is open, to monitor the functioning of the mess.
- q) No person less than 18 years of age shall be deployed for any service whatsoever.
- r) The Service Provider shall be solely responsible for any damage to the property of NLUJ, the nature and amount of which shall be decided by the University and it shall be recovered from the Service Provider. The Service Provider shall be responsible for the personal injury and death which arise during and in consequence of the performance of the contract. Further, the Service Provider shall indemnify for any loss/cost incurred by the University, accidental or deliberate, caused by him, his agents or servants, during its operation.

## 12) TRANSPORTATION

- a) The selected bidder/vendor shall be required to arrange suitable transportation facility for movement of cooked meals, raw vegetables, groceries and other daily supplies between designated Mess blocks, University main gate, hostels and other location. For this purpose, the vendor shall be permitted to use **electric mobility vehicles, namely e-rickshaw, or battery operated golf carts.** Under no circumstance shall the vendor be allowed to use or engage manual rickshaws, push carts (*thelas*), bicycles, motorcycles, cars or any other fuel-powered or manually operated vehicles for such movement within the campus.
- b) NLUJ will not provide any facility for transporting the food items to various service points within the University.
- c) The rate quoted shall be inclusive of these provisions (Clause 2 (*Scope of Work*), Clause 10 (*Maintenance and Other Jobs*), Clause 11 (*Other Scope of Work*), Clause 12 (*Transportation*) and any other provision that is applicable).

## 13) IMPORTANT

- a) NLUJ, at all times, reserves the right to inspect eatables, beverages, food, etc. prepared by the Contractor to ensure quality. Such items, which are rejected by the duly authorized officials of NLUJ during inspection/Inspection Committee/Mess Committee, should not be used for services in NLUJ Mess and should be disposed of/cleared from the premises immediately. The Contractor should ensure that there is no disruption to the Mess services on this account.
- b) The Contractor shall comply with the standard operation procedures without fail on an on-going basis and a docket in this regard will be maintained and updated on a daily basis and if called upon, the docket shall be produced before the competent authority of the University.
- c) The Service Provider shall arrange to carry out medical examination of his personnel at his own cost at periodic and regular intervals, so as to ensure that their workmen comply with all the rules and regulations in force from time to time regarding safety, Hygiene, Sanitation and Prohibition of smoking. Violations will be viewed seriously and the Officer-in-charge of NLUJ will levy penalty as deemed fit as per the guidelines.
- d) NLUJ reserves the right to advice the Contractor to remove from service any of the Contractor's work men if any of such workmen's behavior or conduct is not conducive for the General

discipline, Safety, Hygiene and Security of the University or for any other reasons that the University may deem fit and the Contractor shall immediately comply.

- e) Personnel engaged by the Service Provider in the Mess must be properly attired for achieving a smart turn out and to meet the hygiene standards necessary for the job, like gloves, cap, mask etc. They shall also be courteous to the employees of NLUJ and permitted diners, in their interactions.
- f) The Service Provider will arrange to carryout, at his own cost, the verification by the Police Authorities of the character and antecedents of the personnel engaged by him for the job, and ensure that no person whose character and antecedents have not been so verified, shall be engaged in the Mess. Notwithstanding the same however, any person whose engagement is objected to by the Registrar, NLU Jodhpur shall be promptly replaced by the Service Provider.
- g) The Service Provider shall at all times comply with all Acts/Laws/Rules/Regulation and notifications including amendments Regulating or relating to labour matters including any Laws relating to Contract Labour, employee welfare, food safety, occupational health and safety, sanitation, garbage disposal and environmental Technology. The Service Provider shall pay their Minimum Wages Act or under any other Statute/Rules/Regulations as may be applicable from time to time. The Service Provider to indemnify the University against any loss incurred by the University during the tenure of its operation.
- h) The Service Provider shall make his own arrangements and at his cost, for the engagement of all staff and labour, local or other, and for their payment, housing, feeding, transport, medical and all allied expenses.
- i) The Service Provider will be the employer of all the workmen deployed for the Contract and in no case shall these personnel be treated as the employees of NLUJ at any point of time.
- j) All risks of loss or of damage to property and of personal injury and death which arise during and in consequence of the performance of the contract are the responsibility of the Service Provider.
- k) The Service Provider shall be personally responsible for any theft, dishonesty and/or disobedience and discourteous behaviour on the part of the workmen/supervisors so provided by him to provide this service.
- l) The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest herein in any manner or degree directly or indirectly to any person, firm or company whatsoever.
- m) The bidder must have the required and valid statutory registration for rendering the Catering and Mess services.
- n) The Bidder shall provide a declaration to the effect that no legal proceedings(s) and/or Industrial dispute(s) claiming wages or any other payment from or employments with the principal Employers have been initiated by any present employee or previous employee of the bidder (if a company or proprietorship however previously designated) or of any partner of the bidder (if the bidder is a partnership firm). This will have to be supported by an appropriate declaration in the form of an affidavit which if found to be false could not only lead to criminal prosecution but could be attended by termination of the contract and award of the work to another caterer at the caterer's risk and cost.
- o) Notwithstanding anything stated in the Tender document, NLUJ reserves the right to assess the bidder's capability and capacity to perform the contract (should the circumstances warrant such

as assessment in the overall interest of NLUJ) and decision of NLUJ in this regard shall be final and binding.

- p) The contractor shall keep the University indemnified from and against all personal and third-party misconduct claims whatsoever arising out of any commission or omission by contractor or his employees, or representative as the case may be.
- q) The University reserves the right to reject any or all the Tenders relating to the work under this Tender Document without assigning any reason whatsoever.
- r) The Scope of Work given is approximate only and may vary in actual course of execution, and it will be at the cost of the Bidder. The Contractor is therefore, advised to quote very carefully. No claim for the compensation from the contractor shall be entertained due to any variation in quantities (irrespective to the quantum of variation) of the various items of food or deletion of any item(s) of food. The rates shall be firm during one year of the contract.
- s) The Contractor shall comply with all norms stipulated by the University such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations.
- t) The contractor shall allow unhindered access to the University and/ or any other party or person, engaged by the University to work at the same site and /or to check / regulate /watch /guard/ measure/ inspect, solely or jointly with the contractor. The University reserves the right to visit the sites managed by the bidders to evaluate its competence during any stage of the tendering process. The report submitted by the inspecting committee will be considered for finalizing the successful bidder.
- u) Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government
- v) Responsibility of Contractor during vacations:
  - 1) The contractor shall dispose of all perishable inventory like fruits, vegetables, dairy etc. before the commencement of university vacations in compliance with FSSAI standards.
  - 2) The Contractor shall be solely responsible for any loss or damage of inventory stored in the said premises due to theft, fire or any other natural/man-made calamity.

## **15) TERM, PERFORMANCE GURANTEE AND TERMINATION**

### **a) Period of contract**

- i. The contract shall have duration of **two years**, commencing from the date of contract award, with the provision of one-year's extension subject to satisfactory performance by the service provider. Thus, the contract will be for initial two years and may be extended to another one year upon satisfactory performance.
- ii. The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to anyone else.

## **b) Performance Guarantee**

After the finalization of Contract, the successful bidder shall furnish a performance guarantee equivalent to 3% of the total tender value with the University in the form of DD/Bankers Cheque. The performance guarantee shall be refunded and returned to the awardee bidder upon the successful completion of contract tenure after the adjustment of penalty, if any. No interest shall be payable on the performance security amount. However, in the event of any further extension of the contract period, the validity of the performance guarantee shall be extended by the bidder for an additional period till completion of the contractual obligation. The University reserves the right to modify the security deposit amount in view of number of diners availing mess facility.

## **c) Termination**

This Contract can be terminated under any one of the following circumstances and in the manner as specified herein below.

i) The University may terminate this Contract by giving one month's notice to the Contractor, if he is of the opinion that -

- a) continuation of the contract would be detrimental to the interests of the University; or
- b) the Contractor has undertaken or has indulged and allow indulgence in acts or activities particularly prohibited herein; or
- c) Performance of the Contractor does not meet the stipulated standard or is deficient, or
- d) the Contractor has assigned/ sublet/ transferred his rights and responsibilities set out herein to a third party either in whole or part; or
- e) there is such breach(es) or violation(s) of the term and condition, herein set out, that continuance of the Contractor is not desirable; or
- f) the security deposit of the Contractor has been forfeited in full.

ii) The Contractor may choose to terminate the Contract by giving three (3) months' notice, in exceptional circumstances, and with the approval of the University with clearing all the dues to University.

iii) During the period of notice, as above, the Contractor shall keep discharging his duties as required hereunder till the expiry of notice period. Immediately on expiry of the notice period, the Contractor shall peacefully handover the all assets and articles with the fittings, fixtures, furniture, equipment, appliances, etc. given to him, in such condition as stipulated in Clause 15 (*Handing Over/ Return Of Assets & Articles Of University And Removal Of Articles Of Contractor*).

iv) Notwithstanding anything contained in other clauses of the Tender document, the contract will automatically terminate if and to the extent that the continuation of the contract or any part thereof become illegal or legally void/untenable for any cause

v) Upon the termination of the contract (except termination due to illegality) the University shall be entitled, at the risk and cost of the Contractor, to arrange for the meals and/or carry on the room services for the balance period of the contract as contemplated in the scope of the work through an independent agency or agencies and to adjust any differential amount thus incurred from the

Contractor (in addition to any other amounts, compensation and damage that the University is entitled to in terms of the contract or otherwise) from the security deposit or any other amounts due or becoming due to the Contractor.

#### **16) HANDING OVER/RETURN OF ASSETS & ARTICLES OF UNIVERSITY AND REMOVAL OF ARTICLES OF CONTRACTOR**

- a) Within one week of termination or expiry of the Contract, the Contractor shall handover peaceful vacant occupation of the licensed premises and returns all the articles of University in as good condition/working condition, as it were at the time when the contractor had received the custody thereof, except for normal wear and tear.
- b) For failure to so hand over the licensed premises, the Contractor shall be deemed to be in unauthorized occupation of the same. Without prejudice to the rights of University to have recourse to remedies available to it, the contractor shall pay INR 5,000 (Indian Rupees Five Thousand Only) per day of delay of unauthorized occupation.
- c) Any articles not returned, twice the full cost of replacement thereof shall be paid by the Contractor.
- d) The Contractor shall remove his/her articles from the University canteen premises after obtaining no due Certificate from the University. Failure to obtain a no due certificate prior to removal of articles may lead to the forfeiture of the security deposit.

#### **17) INSPECTION**

##### a) Inspection Committee

- i. A Mess Inspection Committee shall be formed comprising of a Faculty Member and 3 student representatives: Convenor, Deputy Convenor and a Senior member, from the Mess Committee. Other members may be added as deemed fit by the Committee.
- ii. The committee may co-opt additional independent subject experts/third parties if required.

##### b) Inspection Schedule

- i. The committee shall conduct regular monthly inspections of the Mess and kitchen premises.
- ii. Additional unannounced inspections may be carried out on as and when deemed necessary.

##### c) Inspection Parameters

During inspections, the committee shall check the following parameters:

- i. Quality, quantity and hygiene standards of raw materials, finished food and supplies
- ii. Cleanliness and maintenance of kitchen, stores, food serving and dining areas
- iii. Functioning and calibration of equipment, utilities and facilities
- iv. Deployment, conduct and personal hygiene of Mess staff
- v. Sanitation, waste disposal and pest control measures
- vi. Adherence to stipulated menu, quantities and service timing

##### d) Annual Audit and Evaluation

- i. An annual pre-session Mess audit shall be conducted by the committee before commencement

of each academic year.

- ii. Feedback of students and staff shall be obtained to assess performance on parameters like taste, service, staff behavior, complaints redressal, hygiene etc.

e) Inspection Report

- i. Detailed inspection reports specifying findings, photographs, decisions, recommendations and compliance timeframe shall be submitted to the Registrar after every inspection.
- ii. Reports shall also include observations on follow-up and closure of previous non-compliance issues.

**f) Authority of Registrar**

1. The University Mess Committee shall operate under the administrative authority and guidance of the Registrar, NLUJ.
2. The Registrar, *suo moto* or on the recommendation of the Mess Committee, shall have the power to take appropriate disciplinary actions against the Mess caterer like reprimand, imposition of fines and penalties outside and above the NLU Jodhpur Mess penalty Framework through appropriate measures like reprimand, renegotiation of work order, suspension/cancellation of work order, etc. in case of severe misconduct, consistent and blatant failure to meet expected standards of food quality and service in the University Mess by the caterer, etc.

**18) PENALTY**

1. In case of any non-compliance or deficiency observed during inspections with respect to quality, quantity, hygiene standards, provisions of the tender or services, appropriate penalty can be recommended and imposed by the Mess Committee as per the **NLU Jodhpur Mess Penalty Framework:**

**NLU JODHPUR MESS PENALTY FRAMEWORK**

*800 Resident Students (to be calculated as per actual) • ₹170/student/day (or higher amount as determined)  
• Operational: Feb–May & Aug–Nov (242 days/year)*

**1. MASTER PARAMETERS & PENALTY RATE MATRIX**

**1.1 Base Parameters**

Parameter	Value	Unit	Note
Total Resident Students	<b>800</b>	Students	Fixed hostel intake
Base Meal Cost per Student/Day	<b>₹170</b>	₹/student	Contractual daily rate
Daily Mess Revenue (DMR)	<b>₹1,36,000</b>	₹/day	800 × ₹170
Semester 1 (Feb – May)	<b>120 days</b>	Days	Feb 28 + Mar 31 + Apr 30 + May 31
Semester 2 (Aug – Nov)	<b>122 days</b>	Days	Aug 31 + Sep 30 + Oct 31 + Nov 30
Total Operational	<b>242 days</b>	Days/year	Semester 1 +

Days / Year			Semester 2 only
Semester 1 Contract Value	<b>₹1,63,20,000</b>	₹/sem	DMR × 120 days
Semester 2 Contract Value	<b>₹1,65,92,000</b>	₹/sem	DMR × 122 days
Annual Contract Value	<b>₹3,29,12,000</b>	₹/year	DMR × 242 operational days

### 1.2 Penalty Rate Matrix (% of Daily Mess Revenue = ₹1,36,000)

Category	Severity	1st %	2nd %	3+ %	Escalation
Food Quality	<b>MINOR</b>	0.5%	1.0%	2.0%	2× per recurrence
Food Quality	<b>MAJOR</b>	2.0%	4.0%	8.0%	2× per recurrence
Food Quality	<b>CRITICAL</b>	5.0%	10.0%	20.0%	2× + Show Cause
Food Service	<b>MINOR</b>	0.5%	1.0%	2.0%	2× per recurrence
Food Service	<b>MAJOR</b>	2.0%	4.0%	8.0%	2× per recurrence
Food Service	<b>CRITICAL</b>	5.0%	10.0%	20.0%	2× + Show Cause
Food Safety	<b>MINOR</b>	1.0%	2.0%	4.0%	2× per recurrence
Food Safety	<b>MAJOR</b>	3.0%	6.0%	12.0%	2× + Warning
Food Safety	<b>CRITICAL</b>	10.0%	20.0%	50.0%	Contract Review

### 3. PENALTY DEDUCTION FORMULA

**PENALTY FORMULA**

$$P = \text{DMR} \times \text{Base\_Rate} \times 2^{(n-1)}$$

n = instance number (1 = first, 2 = second, 3+ = repeated) |  
DMR = ₹1,36,000

#### 3.1 Penalty Schedule by Category

Code	Category	1st ₹	2nd ₹	3+ ₹	Base Rate	Monthly Cap
<b>FQ-QM</b>	Minor — Food Quality	₹600	₹1,200	₹2,400	0.5%	₹1,80,000

<b>FQ-QJ</b>	Major — Food Quality	₹2,400	₹4,800	₹9,600	2.0%	₹5,40,000
<b>FQ-QC</b>	Critical — Food Quality	₹6,000	₹12,000	₹24,000	5.0%	₹18,00,000
<b>FS-SM</b>	Minor — Food Service	₹600	₹1,200	₹2,400	0.5%	₹1,80,000
<b>FS-SJ</b>	Major — Food Service	₹2,400	₹4,800	₹9,600	2.0%	₹5,40,000
<b>FS-SC</b>	Critical — Food Service	₹12,000	₹24,000	₹60,000	10.0%	₹36,00,000
<b>SF-PM</b>	Minor — Food Safety	₹1,200	₹2,400	₹4,800	1.0%	₹2,88,000
<b>SF-PJ</b>	Major — Food Safety	₹3,600	₹7,200	₹14,400	3.0%	₹7,20,000
<b>SF-PC</b>	Critical — Food Safety	₹12,000	₹24,000	₹60,000	10.0%	₹36,00,000

### 3.2 Worked Example

INPUT	COMPUTED OUTPUT
Violation: FQ-QJ-01 Description: Serving expired ingredients Severity: MAJOR Base Rate: 2.0% of DMR Instance: 2nd occurrence Escalation: $2^{(2-1)} = 2$	Penalty = ₹1,20,000 × 2% × 2 = <b>₹4,800</b> Monthly sem. cap (15% of sem. value): ₹21,60,000 <b>Final deduction: ₹4,800</b>

### 19) DETERMINATION OF RESPONSIBILITY & LIABILITY

Except, as otherwise stated herein, in the matter of determination of responsibility or liability of the contractor falling under any of the terms herein, the decision of the Registrar of the University shall be final and binding on the contractor.

### 20) Payment to the Contractor

- a) Payment to the caterer will be paid against the total bill along with GST there on after

submission of bills at the end of first week of the following month or 10 days from the date of submission of the bill, whichever is earlier.

If any student is out of campus for a continuous period of 15 days in one semester, mess charges will be waived on pro rata basis. The student who wishes to avail such waiver, should intimate the caterer and the Registrar office in advance as per the procedure, failing which, no waiver shall be allowed from the mess charges. To add clarity to this, it is stressed that this facility/waiver can be availed only once in a semester by a student.

## **21) OTHER TERMS AND CONDITIONS**

### **a) Recovery of the Sum due**

As per the service contract entered between NLUJ and the Successful Bidder(s), if any sum of money is recoverable from the successful Bidder, NLUJ shall be entitled to recover such sum by appropriating in part or full from the Security deposit already deposited by the Successful Bidder(s).

### **b) Interpretation**

In the event of any difference in the interpretation of any of the clauses of the service contract and / or the Tender documents, the clarification/interpretation given by the Vice Chancellor of NLU, Jodhpur shall be final and binding on the Parties.

### **c) Force Majeure**

i) In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the subsistence of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the bidder shall, within a week from the commencement thereof, notify the same in writing to NLUJ with reasonable evidence thereof. Either party shall have the option to terminate the contract, if the force majeure event continues for more than 90 days, by giving 30 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.

ii) If the University is closed due to the lockdown notification issued by the Central/State Government due to any pandemic circumstances or any other reasons, the Contractor should close the premises.

iii) The Contractor shall not be entitled to claim any compensation from NLUJ for the loss suffered by him on account of delay by NLUJ in the supply of useable water, electricity etc. where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the University.

### **e) Amendment For Better Functioning/ Removal of Difficulties**

The Registrar of the University reserves the right to amend these terms and conditions, contained herein, as may be considered necessary and appropriate for better functioning or for removal of difficulties in the operation of the Canteen or removal of doubts as to the terms and conditions set out herein.

## **e) Dispute Resolution**

### **i) Arbitration**

Any dispute of difference whatsoever arising between the parties out of or relating to the contract, meaning, scope, operation or effect of the contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration.

### **ii) Jurisdiction**

It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Jodhpur alone shall have jurisdiction to the exclusion of all other courts in anyplace in the Union of India so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Jodhpur.

**ANNEXURES AND PERFORMAS**

**ANNEXURE I**

**PROFILE OF THE FIRM AND PROFORMA FOR TECHNICAL BID**

1.	Name of the Bidder/Supplier	
2.	Type of Bidder/Supplier (Whether Proprietary/Partnership/Private Ltd., Public Ltd.)	
3.	Complete Postal Address of Registered Office	
4.	Telephone No./ Mobile No.	
5.	Mailing Address of Local Office	
6.	Name of the Contact Person/authorized person	
7.	Designation	
8.	Whether your firm is Registered under (Write whichever is applicable and attach the photocopies of current Registration certificate and other documents)	
9.	Details of the Clients for Mess services/operations in the last four financial years (Please attach separate sheet, if required)	
10.	PAN/GSTN (Attached copies)	
11.	Details of item categories for which registration is sought.	
12.	Annual Turnover for last 3 year (Attach copy of certificate duly certified by Chartered Accountant, as per <b>Annexure VII</b> )	F.Y. 2022-2023 F.Y. 2023-2024 F.Y. 2024-2025
13.	Bank Details of the firm (Details required for payment through NEFT/RTGS)	Name of Bank: IFSC A/C no.: Branch
14.	The agency is complying with the labour legislations, such as ESI, EPF, Gratuity Act etc. (Y/N) (Please specify as applicable)	EPF No: ESI Code: (Y/N) (Please Attach valid Copies)
15.	Power of Attorney/Authorization for signing the bid documents. (Y/N) (Please attach copy)	

16.	Whether the bidder has agreed to all terms and conditions as mentioned in the bid document? (Y/N). Undertaking shall be submitted on the company letter head by its authorized signatory along with technical bid.	
17.	Attach Self-declaration that the bidder has not been blacklisted by any state/central government/statutory body in India.(Y/N)	
18.	a) Satisfactory performance certificates (Y/N) b) FSSAI license 2006 andalso compliance under FSS Act. (Y/N) (Please attach valid copy)	
19.	Number of on-roll manpower in catering and mess services a. Managers b. Total no. of Main Cooks c. Total no. of other Cooks d. Total no. of other support staff	

I hereby certify that the above-mentioned particulars are true and correct.

Date:

Place:

\_\_\_\_\_  
Signature of Bidder with date and seal

**ANNEXURE II**  
**PROOF FOR PAYMENT OF GST AND INCOME TAX**

**Name of the Bidder:**

**Address:**

**Proof for payment of Service Tax/GST (last three years)**

<b>Financial year</b>	<b>Taxable Value (Rs.)</b>	<b>GST/Service Tax Paid (Rs.)</b>
2022-2023		
2023-2024		
2024-2025		

(Please enclose copy of Service Tax/GST Return & payment receipts)

**Proof for payment to Income Tax (last three years)**

<b>Financial year</b>	<b>Annual Income (Rs.)</b>	<b>Net Income (Rs.)</b>	<b>Income Tax Paid (Rs.)</b>
2022-2023			
2023-2024			
2024-2025			

Name of the Bidder:

Address:

Date:

**Signature of Bidder (with date and seal)**

**ANNEXURE III**  
*(Indicative Format Only)*

**(Official Letterhead of the Institution)**

**Certificate No. :**.....

**Date of Issue:**.....

\_\_\_\_\_  
*(Name of the Academic Institution)*

\_\_\_\_\_  
*(Complete Postal Address)*

\_\_\_\_\_  
*(Contact/Email)*

**TO WHOMSOEVER IT MAY CONCERN**

1. This is to certify that **M/s** \_\_\_\_\_ (hereinafter referred to as 'the Agency'), having its registered office at \_\_\_\_\_, is/was engaged by this Institution for providing **Mess Services / Mess Operations** from \_\_\_\_\_ to \_\_\_\_\_ (period of engagement of Agency) through **Work order/Contract No.** \_\_\_\_\_ **issued on** \_\_\_\_\_ (date of issuance of workorder).
2. The total number of students for whom the Mess services of the Agency was engaged at the Institution during \_\_\_\_\_ above \_\_\_\_\_ period \_\_\_\_\_ was/is \_\_\_\_\_ */(in words)* \_\_\_\_\_.
3. This is to further certify that the **Annual Contract Value** of the Mess Operations entrusted to **M/s** \_\_\_\_\_ for the Financial year F.Y. \_\_\_\_\_ is/was \_\_\_\_\_ INR \_\_\_\_\_ *(in words)* \_\_\_\_\_.
4. This is to certify that the performance of **M/s** \_\_\_\_\_ in providing Mess Operations services to this Institution during the period of engagement mentioned above has been assessed as \_\_\_\_\_ (Satisfactory or not Satisfactory).

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Registrar/Authorised Signatory**

\_\_\_\_\_  
\_\_\_\_\_

*(Signature with Institutional Seal)*

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Department/Office: \_\_\_\_\_

Contact Details: \_\_\_\_\_

**DETAILS OF ACADEMIC INSTITUTIONS COVERED**

<b>S. No.</b>	<b>Name and Address of Institution Served</b>	<b>Start Date</b>	<b>End Date</b>	<b>Contract Value</b>	<b>No. of diners</b>	<b>Types of Service (Mess and of catering only)</b>
<b>Total Period of Experience</b>				Year- Months-		

**Please attach:**

- a) Satisfactory performance/Completion Certificate from the Institute/s mentioned above.**
- b) Details of contact person Name, Designation, Mobile number**
- c) Testimonial from Institution served**
- d) Proof of Contract Value**

**Signature of Bidder with date and**

**seal**

**ANNEXURE IV**  
**QUALITY CERTIFICATION**

Name of the Bidder:

Address:

**Quality certification obtained (ISO 22000:2018 or similar)**

<b>S. No.</b>	<b>Name of Certificate</b>	<b>Issued By</b>	<b>Valid Until</b>

**Date:**

**Place:**

**Signature of Bidder with date and seal**

**ANNEXURE T1**

*(Indicative Format Only)*

**(Official Letterhead of the Institution)**

**Certificate No. :**.....

**Date of Issue:**.....

\_\_\_\_\_  
(Name of the Academic Institution)

\_\_\_\_\_  
(Complete Postal Address)

\_\_\_\_\_  
(Contact/Email)

**TO WHOMSOEVER IT MAY CONCERN**

1. This is to certify that M/s \_\_\_\_\_ (hereinafter referred to as 'the Agency'), having its registered office at \_\_\_\_\_, is engaged by this Institution for providing **Mess Services / Mess Operations** from \_\_\_\_\_ to \_\_\_/\_\_\_/ 2026 (existing period of engagement of Agency) through **Work order/Contract No.** \_\_\_\_\_ **issued on** \_\_\_\_\_ (date of issuance of workorder).
2. The total number of students for whom the Mess services of the Agency is engaged at the Institution during above period \_\_\_\_\_/(in words)\_\_\_\_\_.
3. This is to further certify that the **Annual Contract Value** of the Mess Operations entrusted to M/s \_\_\_\_\_ for the Financial year F.Y. \_\_\_\_\_ is/was \_\_\_\_\_ INR \_\_\_\_\_ (in words)\_\_\_\_\_.
4. This is to certify that the performance of M/s \_\_\_\_\_ in providing Mess Operations services to this Institution during the period of engagement mentioned above has been assessed as \_\_\_\_\_ (Satisfactory or not Satisfactory).
5. This is to certify that M/s \_\_\_\_\_ has installed and operationalised the following mechanised kitchen equipments/tools in the Mess operations of the Institution from \_\_\_\_\_ to \_\_\_\_\_ :

MECHANISED KITCHEN/MESS EQUIPMENT	WHETHER INSTALLED AND USED
1. Electric/Gas based Chapati/Roti Making Machine with conveyer belt	
2. Plate and Spoon sterilisation machine (steam/UV based)	
3. Hot Bain Merry	
4. Cold Bain Merry	
5. Rice Boiler Machine	

6. Dishwasher	
7. Dough kneader	
8. Bread Toaster	
9. Decomposer Machine	
10.ISO 22000:2018 certification	
11.ISO 9001:2015 certification	

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Registrar/Authorised Signatory**

\_\_\_\_\_  
 \_\_\_\_\_

*(Signature with Institutional Seal)*

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Department/Office: \_\_\_\_\_

Contact Details: \_\_\_\_\_

## DOCUMENT CHECKLIST

(To be filled by Bidder)

Please tick (✓) the applicable box and confirm enclosure of all required documents:

Tick (✓)	Document	Details / Remarks
<input type="checkbox"/>	Annexures and Proforma — duly filled and signed	
<input type="checkbox"/>	Work Orders / Contract Agreements for all mess contracts (F.Y. 2022-23 to 2025-26)	
<input type="checkbox"/>	Documentary proof of contract value for each contract claimed	
<input type="checkbox"/>	Satisfactory Performance Certificates from all qualifying institutions (on institution letterhead)	
<input type="checkbox"/>	FSSAI License (valid and existing)	<i>License No. &amp; Validity:</i> _____
<input type="checkbox"/>	GST Registration Certificate	<i>GSTIN:</i> _____
<input type="checkbox"/>	PAN Card copy	<i>PAN:</i> _____
<input type="checkbox"/>	Certificate of Incorporation / Registration	
<input type="checkbox"/>	Any additional document as specified in Tender Document	

### DECLARATION BY AUTHORISED SIGNATORY

I / We, the undersigned, being the duly authorised representative(s) of the Bidder, do hereby solemnly declare and affirm that:

1. All information provided in this Proforma is true, correct, and complete to the best of my/our knowledge and belief.
2. The experience and contract details furnished herein pertain exclusively to Mess Services / Mess Operations at academic institutions, and no catering, canteen, cafeteria, or food stall contracts have been included.
3. All Performance Certificates attached are genuine documents issued by the respective institutions and have not been tampered with.
4. I / We understand that submission of false, misleading, or fabricated information shall render the bid liable for immediate disqualification and may invite legal action.
5. I / We authorise the Institution to verify the information and documents submitted herewith from the concerned institutions/authorities.

Place:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Authorised Signatory**

*(Signature with Company Seal)*

Name:

\_\_\_\_\_

Designation:

\_\_\_\_\_

Mobile:

\_\_\_\_\_

Email:

\_\_\_\_\_

**ANNEXURE V-A-  
DECLARATION LETTER**

To,

The Registrar,

National Law University, Jodhpur

NH-62, Nagour Road, Mandore- 342304

Dear Sir,

With reference to the above, I/we am/are offering for rates for the above Services. I/We hereby reconfirm and declare that I/We have carefully read and understood the tender document including instructions, terms & conditions, specifications, and all the contents stated therein. Further I/We accept all the terms and conditions of the tender documents in bid form and this acceptance shall prevail over any other conditions, if any given in our bid.

The rates quoted are inclusive of all duties, taxes, packing, forwarding, transportation, insurance and any other cost incidental to delivery of services in the NLUJ campus, Jodhpur. I/We will be liable for forfeiture of my/our "SECURITY DEPOSIT/EMD" to NLUJ in case I/We could not execute the awarded work. I/We will execute the work as per the rates quoted in the attached schedule for the entire period of contract and are also bound to undertake work by 25/06/2024 (Start date of services) or the date specified in the letter of intent.

I/we, hereby, declare that no civil and/or criminal proceedings are pending against us or the firm in any Court of Law. Further I/we also declare that we have never been convicted for any criminal offence or financial irregularities in the past.

I/We have not been blacklisted by any of the firm/government agency. Copy of receipt with regard to deposit of Earnest Money of INR 5,00,000 (Indian Rupees Five Lakhs Only) in favour of NLUJ is enclosed herewith.

Thanking you,

Yours faithfully,

Authorised Signature (Name)

**ANNEXURE V-B-**  
**FINANCIAL BID**

**Part A**

**Standard Menu (Unlimited Serving)**

<b>Items</b>	<b>Rate</b>
<b>Breakfast</b>	
<b>Lunch</b>	
<b>Evening Snacks</b>	
<b>Dinner</b>	
<b>Total per day per student</b>	

Financial bid My/Our Quotation for the Standard Category is INR ----- In words (.....) per day per student. Quotation is inclusive of all applicable taxes including service tax. As per tender terms & conditions from the date of opening of financial bid, it shall remain binding upon me / us and will be accepted at any time before the expiry of that period/extended period, if any.

Date :

Place Signature of the Bidder / Authorized signatory :

Name and Address :

Telephone :

E-mail :

Seal of the Bidder

## Part B

### **Executive Category**

The below menu is applicable for requisition for workshop, meetings or any other purpose as per requirement.

<b>Items</b>	<b>Rate</b>
<b>Breakfast</b>	
<b>Lunch</b>	
<b>Evening Snacks</b>	
<b>Dinner</b>	
<b>Total per day per person</b>	

### **Menu for Routine Meetings**

<b>S.no</b>	<b>Menu</b>	<b>Rate</b>
1.	Tea /Green Tea/Lemon Tea	
2.	Coffee	
3.	Tea+atleast 4 pcs Biscuits(Goodday, Parle etc.)	
4.	Soups (Tomato/Clear Veg./Sweet Corn etc.)	
6.	Freshly prepared Drinks a) Lime Juice b) Fresh Juices	
7.	Tea/Coffee with at least 8 pieces Roasted Almonds/Cashew	
8.	Tea + Freshly prepared Snacks(sandwich /samosa/kachori/Onion Pakode)	
9.	Sweet Dish(Cup Cake/Pastry/Brownie/Sweet etc)	
	Total	

#### **Note:**

- i) The above rates are fixed for two (2) years and can be extended for another one year, subject to maximum two extensions, only with the approval of the University. The decision of the University shall final for all the purposes. The University may also refuse to revise the rates.
- ii) Wafer, Biscuits, Chocolate, Ice-cream, Mineral Water, Cold drink etc. should be provided at the market rate.
- iii) The Contractor will have to ensure that veg and non-veg items are to be cooked in different vessels, shall be kept separately and served in appropriate manner keeping the interest of the vegetarian student or staff in the mind.
- iv) Menu will be decided by the mess committee and quality of the items also tested by the mess committee or by external agency

**ANNEXURE VI-  
FORMAT FOR INTEGRITY PACT**

To,

National Law University, Jodhpur

NH-62, Nagour Road, Mandore, 342304

Sub: “Mess Services for Students of the National Law University,  
Jodhpur” Dear Sir,

I/We acknowledge that NLUJ 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 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 NLUJ. 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 my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NLUJ 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,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

**To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of NLUJ**

**Format of Integrity Pact**

This Integrity Agreement is made at ..... on this..... day of ..... 20.....

BETWEEN

National Law University, Jodhpur (NLUJ), (Hereinafter referred as the ‘The University’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through  
..... (Hereinafter referred to 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. .... ) (Hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for Mess Services for the students of NLUJ (Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the University and Bidder 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 contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the University**

- (1) The University commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the University, 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 University will, during the Tender process, treat all Bidder(s) with equity and reason.

The University 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 University shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the University 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 University 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 NLUJ all suspected acts of fraud or corruption or 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(s)/Contractor(s) 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(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the University'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(s)/Contractor(s) 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 University 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 agents/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 participates 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 or 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 others and/or to influence the procurement process to the detriment of the NLUJ 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 University under law or the Contract or its established policies and laid down procedures, the University shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the University'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 University 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 University. Such exclusion may be forever or for a limited period as decided by the University.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the University 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 Article 3(1), the University apart from exercising any legal rights that may have accrued to the University, 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 University 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 University has substantive

suspicion in this regard, the University 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 years 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 University may, at its own discretion, revoke the exclusion prematurely.

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

- (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 Subcontractors/sub-vendors.
- (2) The University will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The University will disqualify Bidders, who do not submit, the duly signed Pact between the University 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, NLUJ.

#### **Article 7- Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the University, 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 intentions.

(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, any action taken by the Owner/ Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall 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/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF 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 University)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

c. (Signature, name and address)

d. (Signature, name and address)

Place:

Dated:

**ANNEXURE VII**

**ANNUAL TURNOVER CERTIFICATE ISSUED BY A PRACTICING CHARTERED**

**ACCOUNTANT**

\_\_\_\_\_

(Name and Address of the Chartered Accountancy Firm)

To,

The Registrar,

National Law University, Jodhpur

NH-62, Nagour Road, Mandore, 342304

Ref: \_\_\_\_\_

Madam/Sir,

We hereby certify that the average Annual Turnover for Financial Years F.Y. **2022-2023**, F.Y. **2023-2024**,

F.Y. **2024-2025** of M/s \_\_\_\_\_ (Name of the bidder), having

**GSTIN** \_\_\_\_\_ is as follows.

Year	Turnover
2022-23	
2023-24	
2024-25	
Average of 3 Year	

**Note:** Please attach necessary support documents

Yours Sincerely,

\_\_\_\_\_

(Signe of Authorized Signatory of the C.A. Firm and Seal of Firm)

\_\_\_\_\_

(Sign of Authorized Signatory of the Bidder/Firm and Seal)

**ANNEXURE VIII-  
LETTER OF TRANSMITTAL**

Date:

To,

The Registrar,

National Law University, Jodhpur

NH-62, Nagour Road, Mandore, 342304

Dear Sir,

We, the undersigned, offer to Operating of Mess Services for Students of National Law University, Jodhpur in accordance with your Tender No. \_\_ (Ref. No.) dated / /2024. We are hereby submitting our proposal, which includes a Technical Bid Sealed duly signed, stamped in a sealed envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. The prices quoted by us in the Financial Proposal are valid till 90 days from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act and all prevailing regulations of the state as amended by the Government from time to time and shall be fully responsible for any violation.

I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted by any client in India.

We hereby agree and abide to all the terms and condition. We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs. We understand that National Law University, Jodhpur is not bound to accept the lowest bid or any proposal or to give any reason for award, of for the rejection of any proposal.

Yours faithfully,

Place:

(Signature / Name of Authority)

(Seal of Firm with Registration number signatory / Stamp of firm)

**CORRIGENDUM FOR CATERING & MESS SERVICES TENDER**

**Date:**