



**DADA LAKHMI CHAND STATE UNIVERSITY OF
PERFORMING & VISUAL ARTS, ROHTAK**

**Girl's Hostel,
DLCSUPVA, ROHTAK**

Phone: -01262-242731, 01262-242704, 01262-242724 Email: registrar@dlcsupva.ac.in

**STANDARD BIDDING DOCUMENT
PROCUREMENT OF
MESS SERVICES**

PART-1: COMPLETE BIDDING DOCUMENT

**Name of work: Providing the Mess services in the Girls Hostel at the campus of the University,
DLCSUPVA, Rohtak.**

DNIT Amount: Rs. 75.00 Lac

Contractor

Witness

Employer

PRESS NOTICE

DLCSUPVA, ROHTAK Notice Inviting Tender	
Name of Work:	Providing the Mess services in the Girls Hostel at the campus of the University, DLCSUPVA, Rohtak.
Cost:	
Earnest Money:	(i) For Contractor = Rs. 1.50 lacs (ii) For L&C Society = Rs. 75 thousand
Time limit	Initially for one year
Tenders to be received till: 05.00 PM on dated 04.07.2025	
i. The tenders will be received only through E-tendering For further details, please visit website https://etenders.hry.nic.in ii. Cost of the Bid document is Rs.5000/- (non-refundable), e-Service/processing Fees is Rs. 1000/- and Earnest Money as stated above will be deposited through online/Net banking or RTGS.	

Registrar
DLCSUPVA, Rohtak

DETAIL NOTICE INVITING TENDER

e-Tender is invited for below mentioned items in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No	Description of work / Items	Appx. Cost (Rs. In lacs for the services)	EMD to be deposited by Bidder	Tender Document Fee & eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Providing the Mess services in the Girls Hostel at the campus of the University, DLCSUPVA, Rohtak.	Rs. 75lacs per year	Rs. 1,50 lacs for Contractor & Rs.75 thousand for society	Rs 5000/- -for Tender Document fee & Rs 1000/- for e-Service fee	13.06.2025 at 09:00 AM	04.07.2025 Upto (05:00 P.M.)

- Detailed notice inviting tender/estimate drawing can be seen at the office of the undersigned during office hours.
 - Bidding documents available on website <https://etenders.hry.nic.in>
 - Newly enlisted contractors/societies/suppliers/manufactures should bring with them proof of their enlistment in appropriate class.
 - The bidders would submit bid through e-tendering only on the website i.e. <https://etenders.hry.nic.in>
Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.
 - In the event of failure by the successful bidder to remit the security deposit within the prescribed period, the Earnest Money Deposit (EMD) shall be forfeited, the bid deemed void, and the University may proceed with other responsible bidders as per the tender terms.
 - If the agreement is not executed within the stipulated period, both the EMD and the Security Deposit shall be liable to forfeiture.
- The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through NET BANKING/RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
 - Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **He/ She will be required to make online payment of (as mentioned above) towards EMD fee in due course of time. If the intended bidder fails to pay EMD fee within the stipulated time frame shall not be allowed to submit his / her bid for the respective event / Tenders.**

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Employer

3. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before (as mentioned above); and make payment via NET BANKING/RTGS /NEFT. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>.**

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non-refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates: -

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	13.06.2025 at 09:00 AM	04.07.2025 Upto (05:00 P.M.)
2	Technical Bid Opening		07.07.2025	at 11:00 A.M
3	Financial Bid Opening		To be announced later on	

Important Note:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage at the scheduled time as mentioned above. If any Applicant / bidder fails to complete his / her aforesaid stage with in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.
The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

CONDITIONS: -

1. The tenderer will keep in touch with the University Web site for any change in the NIT/DNIT till the last date/revised last date of sale of tender and incorporate such changes in NIT/DNIT and the tender bids.
2. DNIT & prequalification criteria can be seen on any working day during office hours in office of the undersigned.
3. Conditional tenders will not be entertained & are liable to be rejected.
4. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
5. The DLCSUPVA, Rohtak reserves the right to reject any tender or all the tenders without assigning any reasons.
6. The societies shall produce an attested copy of the resolution of the Co-operative department for the issuance of tenders.
7. The tender without earnest money/bid security will not be opened.
8. In case of any dispute, The Jurisdiction of court will be at Rohtak.
9. The tender of the bidder who does not satisfy the qualification criteria in the bid documents is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
10. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of submission of the tender. If any bidder/tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, during the fix validity period, the earnest money shall stand forfeited. Bids shall be valid for 120 days from the date of bid closing i.e. from the last date of manual submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.
11. Contractor/Agency/Society_____.
12. Any work, here tendered, may be withdrawn from further processing at any stage at the discretion of the competent authority without assigning any reason.
13. Committee is competent to increase/decrease the quantity. In case of decrease of quantity, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full.

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14. The University reserves the right to accept or reject or negotiate any of the tender or conditions/items without assigning any reason.

**Registrar,
DLCSUPVA, Rohtak**

Endst. No. Hostel/2025/

Dated:

Copy forwarded to the following for information and necessary action:

1. Superintending Engineer, PWD & BR Circles, Rohtak.
2. Technical Advisor, DLCSUPVA, Rohtak.
3. Chief Warden, University Engineering Wing (UEW), DLCSUPVA, Rohtak.
4. Executive Engineer, PWD & BR (Medical College), Rohtak/ KUK /HAU, Hisar/ GJU, Hisar/ CDLU, Sirsa/ BPS Women University, Khanpur/ DBSCRU, Murthal/ Indira Gandhi University, Meerpur (Rewari)/ Ch. Bansilal University, Bhiwani/ Chaudhary Ranbir Singh University, Jind.
5. OSD to Vice-Chancellor (for kind information of the worthy Vice-Chancellor, DLCSUPVA, Rohtak).
6. OSD to Registrar (for kind information of Registrar, DLCSUPVA, Rohtak).
7. DR (Accounts), DLCSUPVA, Rohtak.
8. Notice Board.

Contractor

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Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tenders' process online are required to get registered on the centralized E-Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from authorized source.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic payment :

For purchasing the tender documents online, bidders are required to pay the tender documents fee online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>

4 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://etenders.hry.nic.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees.

8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

Hence, the bidders have to provide information and credentials related to manual payment submission at single portal e - Procurement system, under Technical Envelope of the respective tenders.

8.2 The bidders shall **upload** their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall **quote** the prices in price bid format.

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file.

1. The agency shall get the bank Guarantee of Earnest Money verified from the concerned issuing bank branch and submit the Confirmation letter of Bank Guarantee alongwith the bank Guarantee. The Confirmation letter should contain the land line telephone No. Fax No. of the issuing Bank branch and land line telephone No. Fax No., of the regional office of the Bank. The Bank Guarantee should contain full names & designation of the two officers signing the Bank Guarantee along with their code number.

Registrar
DLCSUPVA, Rohtak

Contents of the Tender Documents

1. Part-I- Special Instructions for Two Part Tender.
 - a) Introduction
 - b) Bidding system,
 - c) Scope of work
 - d) Eligibility conditions e) Quoting the Price
 - f) Cancellation of Tendering Process
 - g) Documents to be attached with technical bid.
 - h) Financial bid
 - i) Evaluation of Bids
2. Part-II- Definition of Terms
3. Part- III- General Terms and Conditions of contract
4. Part- IV- Brand of Items
5. Part- V- Engagement of Manpower and responsibilities of Contractor
6. Part- VI- Penalties for violation of rules
7. Part- VII- Rates of meal and terms of payment
8. Part- VIII- General Instructions to bidder
9. Forms
 - Form-I- TENDER/CONDITIONS ACCEPTANCE LETTER Form- II- CERTIFICATE OF ETHICAL PRACTICES
 - Form- III- FORMAT FOR TECHNICAL BID Form-IV- LIST OF CLIENTS WITH DETAILS
 - Form- V- FORMAT FOR SOLVENCY CERTIFICATE Form- VI- FINANCIAL BID FOR MEALS
10. Annexure-I- Sample Mess menu
11. Annexure-II Agreement for engagement of Mess Contractor (Specimen Copy)
12. Annexure-III Performance Guarantee / Security Deposit in the form of Bank

PART- I

Special Instructions for e-Tender

(a) Introduction-

Dada Lakhmi Chand State University of Performing and Visual (DLCSUPVA), Rohtak currently has four Departments like Department of Film & TV, Department of Urban Planning and Architecture, Department of Design and Department of Visual Arts. There is strength of around 1000 students at the campus. The University has a Girls Hostel with an intake capacity of about 170 students. At present around 170 girls are residing in the Hostel. The number is likely to increase in future. The University intends to engage a reputed catering firm to operate its Girls Hostel Mess and provide tasty and hygienic food.

Sealed quotations, in two-part bids, are invited from reputed catering firms to manage the servicing of food to the residents at DLC-SUPVA Girls Hostel. The basic kitchen equipment shall be provided by DLCSUPVA for routine day-to-day catering. However, the utensils, consumables items and fuel (Commercial LPG cylinder) have to be arranged by the Contractor.

(b) Bidding System-

Interested firms may submit their e-tender in two part bids:

- a. PART ONE: Technical Bid
- b. PART TWO: Financial Bid

(c) Scope of Work-

The contract is essentially for providing following services to the residents of hostel. The scope of work, covered by the contract, is broadly but not extensively described as given below:

- (a) Cooking and serving meals- Breakfast (Morning), Lunch and Dinner.
- (b) Procurement of raw material as per specification given in Part- IV.
- (c) Managing and control of stocks and inventories.
- (d) Cleaning of utensils, kitchen and serving items;
- (e) Cleaning of cooking, dining and auxiliary areas;
- (f) Security of the equipments, utensils and other items in the mess;
- (g) Maintenance of the equipment in the kitchen and dining areas;
- (h) Maintenance of books, ledgers, other records and documents related to running of the mess;
- (i) Deployment and supervision of required manpower for the above mentioned job.

(d) Eligibility Conditions of the bidders:

The agency will be considered who will fulfil the following Technical eligibility criteria.

1. The Contractor / agency / firm should have valid Trade License / Food License for operation/running of the Mess.

2. The Contractor / agency / firm should have 3 years' experience in the catering business, in running the Mess of a reputed organization, preferably a Govt. Sector/Institute / university.

Or

Reputed firms running hotel business /food corner during last 3 years.

3. The minimum turnover of the tenderer should be Rs. 50 lakhs average during last 3 years. The agency must submit the balance sheet of last 3 years along with turnover certificate duly signed by chartered Accountant.
4. The Contractor / agency / firm should have necessary approvals from local authority such as Food controller, if applicable.
5. The Contractor / agency / firm should have valid license from Food Safety & Standards (Licensing & Registration of Food Business) Regulation, 2011 known as “FSSAI”.
6. The Contractor / agency / firm should have valid GST registration (Copy of GST must be uploaded)
7. The Contractor / agency / firm will submit the copy of the income tax returns of last 3 years.
8. Pan Card
9. Bank Account detail of agency.
10. Contact Detail with registered Mobile Number and Mail ID.
11. The agency should submit an affidavit regarding non blacklisting from any Govt Dept.
12. ‘Employees of the University or their family members and close relatives shall not be eligible to participate in the tender. For this purpose, ‘family’ includes spouse and children. ‘Relative’ refers to mother, father, spouse, children, siblings, nephews, nieces and grandchildren.’

(e) Quoting the Price-

Bidders are required to quote the price for food per person per day. Salary of mess staff shall be paid as per Haryana State minimum wage rates by the Contractor. Bidders shall also quote rates separately for Breakfast, Lunch and Dinner in the Financial Bid.

(f) Cancellation of tendering process-

DLCSUPVA reserves the right to withdraw tender after floating it for public access or cancel the entire tendering process without assigning any reason thereof. DLCSUPVA also reserves the right to select or reject any bid without assigning any reason thereof. It is mentioned that DLCSUPVA reserves the right to select or reject any bid without assigning any reasons thereof.

(g) Documents to be attached with the Technical bid:

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Sr. No.	Details of Documents of Technical Bid	Form No.	Enclosed or Not Enclosed
1.	Earnest Money Deposit (EMD) No numbering required	Rupees 1.50 Lac for Contractor Rupees 0.75 Lac for Society	
2.	Affidavit on letter head for the Acceptance of Terms and Conditions	Form-I	
3.	Certificate for Ethical Practice	Form-II	
4.	Technical Bid	Form-III	
5.	Work experience certificates (Attach copies in chronological order. The experience should not be older than 3 years)		
6.	Contact details of establishments where caterer has provided service in the past or present	Form-IV	
7.	Incorporation certificate of your firm, in case of company partnership firm.		
8.	Turnover of last 3 financial years	Attach copies of Audit Report and IT Return for the year last three year	
9.	Copy of PAN		
10.	Copy of GST Registration		
11.	Copy of Shop/ Establishment Registration if applicable		

(h) **Financial Bid –**

Form-VI shall be quoted separately mentioning ‘Financial Bid for Mess service’

(i) **Evaluation of Bids-**

1. All received quotations shall be initially evaluated on technical parameters.
 2. It is mandatory for all bidders to fulfil all specified criteria. Therefore, bidders are required to read the tender document carefully and submit quotations along with all necessary documents to avoid any chance of rejection.
- ☐ **Step-1:** Earnest Money Deposit is must for all bidders, if found without EMD, quotation shall be rejected summarily and no further evaluation of quotation shall be done.
 - ☐ **Step-2:** As operation of mess is a specialized work and it is expected that bidders must have 03 years’ experience in the field of offering similar nature of job to any reputed government or private organization. Bidder(s) will be required to submit the work order Certificate in proof of experience. If it is not complied, quotation shall be rejected at this stage and no further evaluation of quotation shall be done.

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- **Step- 3:** Registration with Income Tax Department for PAN, Annual Income Tax Return Filing, Service Tax registration and Registration under EPF Act and ESI Act if applicable shall be checked of only those bidders, who fulfil above two criteria (EMD submission and experience certificate submission).

After the technical round, Financial Bids of technically qualified bidders shall be opened of eligible parties. Please note that bids without the information and documents mentioned above and not provided in chronological order will be rejected without further consideration.

Registrar
DLCSUPVA, Rohtak

PART-II

Definition of Terms

In this contract (as herein after defined) the following words and expressions shall have meaning hereby assigned to them, except where the context requires otherwise:

(a) The “Bid/Tender” shall mean the proposal/offer along with supporting documents, submitted by the Bidder for the consideration of the University.

(b) The “Bid/Tender Document” shall mean the documents uploaded by the University on website containing various terms and conditions, scope of work, any requirements, etc., or generally laid out in various sections spelling out the basis, procedure, modes, methods and formats for the Bidders to prepare their Bids for the submission. The Bid document shall include the invitation to the Bid, instructions, proposal forms and all addendum/corrigenda/amendment issued by the University.

(c) The “Contract” shall mean the agreement between the University and the Contractor, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the Bid document, Letter of Acceptance of the Bid, agreed variation to the Bid document if any, the Schedule of Rates and other relevant document submitted by the Contractor and as accepted by the University. “Any subsequent offer made by the University and accepted in writing by the Contractor, or vice versa, during the term of the Tender shall form an integral part of the Contract.”

(d) The “Contractor” shall mean person or persons, the firm or company whose Bid has been accepted by the University and includes the Contractor’s legal representatives, his successors and permitted assignees.

(e) The “Hostel” shall mean the Residence area of the Girl students and the “Chief Warden” shall mean the person nominated by the University from time to time and shall include those who are expressly authorized by him/her to act on his/her behalf, for operation of this contract and supervision of work. The Chief Warden/ Warden or such representative shall have power to impose appropriate penalty in case there are violations of the provisions of the contract.

(f) The “University” shall mean Dada Lakhmi Chand State University of Performing and Visual Arts (DLCSUPVA), Sector-06, Rohtak (Haryana) with its premises located at Sector-06, Rohtak (Haryana) and shall include its authorized representatives, successors and assignees.

(g) The “Letter of Empanelment” shall mean an official intimation from the University to empanelled agencies.

(h) The “Mess Committee” shall mean a committee of elected residents and hostel administration, formally constituted by the Chief Warden and approved by the University which will be authorized to regulate the activities related to the mess of Hostel on a day to day basis.

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6. The Mess committee shall provide basic menu which shall continue for a minimum period of one month, once agreed upon mutually between Mess Committee and the Contractor. The Mess committee reserves the right to change the menu from time to time. Any change in the menu shall be communicated in writing adequately in advance, to the Contractor. The Basic meal plan in accordance with the norms contained in **Annexure-I** shall be executed. In addition to above, the Contractor shall provide extra mess facilities against additional payment basis to the residents of hostel in respect of items not covered under the Basic meal plan.
7. The Contractor shall procure only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than 1 (one) day in summer and 3 (three) days in winter at a stretch. However, the Contractor shall ensure that a sufficient stock of other raw materials are stocked in the store for consumption for a minimum period of 15 (fifteen) days. The mess committee shall have the right to check the quality of food articles and vegetables from time to time.
8. The food shall be cooked, stored and served under hygienic conditions. The Contractor shall ensure that only freshly cooked food is served and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Unrefrigerated cooked food, not consumed within 5 hours in summer and 8 hours in winter, shall be deemed to be stale and unfit for consumption.
9. The food shall be neither too spicy nor oily. Food should be wholesome and shall cater to the taste of the residents.
10. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
11. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
12. The Contractor shall pay special attention to maintain the mess in a neat and tidy condition at all times. For this purpose, the mess shall be cleaned thoroughly after each meal.
13. The Contractor shall ensure that only hot food is served to the students. Complaints, if any, in this regard shall be dealt with severely.
14. The list of residents, who will compulsorily join the mess, shall be provided by the Chief Warden/Mess Committee from time to time. The number of residents may vary depending upon academic sessions and vacations.
15. The inventory of articles shall be handed over to the Contractor in good and working condition at the commencement of the contract. The Contractor shall be the custodian of the University

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properties and mess inventory during the period of contract and shall make good any loss to the inventory by way of misuse, breakage, theft, etc., at his own cost.

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16. The responsibility of maintenance of fittings and fixtures shall remain with the Contractor / agency/ firm and after the completion of the contract, these will be handed over to the University in working condition to the entire satisfaction of the University only then the security shall be released.
17. Separate electricity consumption sub-meter shall have to be installed by the Contractor at his own cost and consumption charges are to be deposited with the University on monthly basis as per the ***Basic commercial rate per unit as charged by the UHBVNL***. The payment shall be made in favour of DLCSUPVA, Rohtak in the shape of DD/ CASH/ Pay order by 7th of each month otherwise fine of Rs. 50/- per day shall be imposed on the default period. The University shall provide electricity, however, the Contractor shall install a separate electricity sub meter at their own cost, and shall be responsible for payment based on consumption.
18. The Minimum licence fee for the Mess shall be Rs. 10000 per month. The licence fee of the Girls Hostel Mess shall have to be deposited in advance or before the 7th of every month failing which penalty of Rs.50 per day shall be payable.
19. The Contractor has to ensure that Girls Hostel Mess Premises are used only for the purpose of running the Mess services and not for other purpose in any manner. The Contractor himself and /or his workers should not use the premises for any other business purpose. The Contractor shall not be authorized for any kind of sub-letting the premises in any manner.
20. The Contractor shall arrange utensils, cutlery and crockery and other equipment/items required to run the Mess.
21. The Contractor shall be responsible for running the Mess as per the rules applicable and ensure the compliance of the provisions of Employees Provident Fund Act and ESI Act and rules framed there under and other relevant Statutes including Municipal Rules and Regulations, relating to the Mess in force from time to time, during the subsistence of the Contract. The Contractor shall obtain necessary license to run the Mess from the Municipal Corporation, Rohtak, if applicable.
22. The Contractor shall employ his own Mess staff, provide them clean uniform at his own cost and shall be responsible for timely payment of their minimum wages/salary as per instructions issued by Haryana Govt. from time to time. The Contractor will also be responsible to deduct and pay EPF, ESI as per rules and also extend medical facilities etc. as per statutory rules in force from time to time. DLCSUPVA shall not be responsible in any manner. The Contractor shall not be a cause to the security of the DLCSUPVA, in any manner.
23. Payment to Mess staff employed by Contractor must be released by 7th of every month. In case it is noticed and complaint is received from staff that their payment has not been released,

Contractor

Witness

Employer

then DLCSUPVA is empowered to release the payment & adjust the same against payments due to the Contractor such as security deposit or the bank guarantee.

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24. Security deposit in the shape of DD/FDR or Bank guarantee amounting to Rs. 3,75,000/- from scheduled National Bank shall be deposited by the successful bidder before taking over the physical possession of the Mess and same will be kept with the University without carrying any interest and it shall be refundable after the expiry of the contract, provided the Contractor discharge his services, according to terms & conditions and satisfaction of the authorities of DLCSUPVA, and submit No Dues Certificate from the concerned offices of University that nothing is due against Contractor / agency / firm. It is also provided that during the contract period, if Contractor withdraw his services and or failed to discharge his services up to the satisfaction of the University, said security shall be forfeited.
25. EMD of unsuccessful bidders will be refunded without interest after the completion of tender process and its allotment to the agency.
26. The Contractor or his authorized representative must be available in the Mess at all scheduled times to attend the complaint, if any.
27. The Contractor shall also keep a portable electronic weighing machine in order to check the weight of item supplied.
28. All books of accounts, registers and any other documents used in connection with running of the Mess shall be maintained by Contractor at his own cost and the same shall be produced for inspection either on demand by the DLCSUPVA /ESIC/ Provident Fund Authorities/Municipal Authorities or any other official authorized by the Competent Authority in this connection.
29. The Contractor will settle and pay all Municipal and other statutory taxes, if any, to the concerned authorities.
30. It will be obligatory on the part of the Contractor to sign the offer and other documents for all the components & parts. After the work is awarded, he will have to enter into an agreement for work awarded on a non-judicial stamp paper of Rs.100/- at his own cost with performance Guarantee.
31. The Contractor should get the character antecedents verified of all the persons employed, through local police and shall submit a certificate to this effect within 1 month of the commencement of the contract. The **Contractor shall not employ child labour** and upon violation legal action should be taken.
32. The Court of Rohtak shall have the exclusive jurisdictions to try all disputes if any arising out of this contract.
33. The Contractor shall have to maintain a complaint register / suggestion book in the Mess. This book should be properly numbered and signed by the Chief Warden/Warden and it should be always available to the users.

Contractor

Witness

Employer

34. The Contractor shall not be allowed to keep his / her employee inside the Mess between 11:00 PM to 5 AM without the written permission of the competent authority.
35. The Contractor shall occupy the space earmarked for Girls Hostel Mess only and shall not occupy the adjacent verandah and open space.
36. Smoking and consumption of pan, gutka, liquor, or any intoxicating substance are strictly prohibited within the University premises.

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37. The Contractor should hire/enter into agreement with Pest-Control Agency to keep the mess area flies/ mosquito/ rat free and cost incurred on it shall be borne by Contractor.
38. The waste material and unused/ leftover food from the mess will be removed from the University premises every day. The Contractor will ensure that all the waste material and unused / leftover food should be disposed of in an appropriate manner. The Contractor will also ensure that dogs do not consume any left-over food within the mess premises.
39. Refilling the commercial cylinders and procurement of good quality grocery/ provisions and other consumables will be the responsibility of the Contractor.
40. Mess Committee of DLCSUPVA Girls Hostel reserves the right to check on cleanliness, failing which a penalty will be imposed.
41. The Contractor shall attend a monthly meeting of the Mess Committee, failing which a penalty will be imposed.
42. Only potable water will be used for cooking purpose.
43. The minimum monthly charges to be claimed by the contractor from students if she does not consume food will be for 20 days. This condition can be relaxed only on medical grounds. The medical certificate duly counter signed by the civil surgeon will be accepted.
44. Agency should be complied with the ESI/EPF as per Govt instruction & regulation.
45. The successful bidder should submit the police verification of all staff deployed in University.
46. The agency will be fully responsible for any incident done by the staff of the agency.
47. It is hereby agreed and understood that all clause, terms and conditions set forth in this Agreement are **mandatory and binding** upon the Contractor. Any deviation, breach, or non compliance with any of the provisions of this Agreement shall be deemed a **material breach**, and the University shall have the right to terminate the Contract **forthwith**, without prejudice to any other rights or remedies available under law or equity.
48. The Contractor shall **not undertake, allow, or cause** to be undertaken any form of construction, structural alteration, or installation of additional fittings or fixtures within the premises or workplace allotted under this Agreement, unless **prior written approval** has been obtained from the Competent Authority of the University. Any unauthorized modifications shall be considered a breach of contractor and may invite **penal action**, including restoration at the Contractor's cost and possible termination of the Agreement.

Contractor

Witness

Employer

49. The Contractor shall possess and maintain a **valid license** under the **Prevention of Food Adulteration Act, 1954** (or any subsequent legislation replacing the same, such as the **Food Safety and Standards Act, 2006**), as may be applicable. A copy of the said license shall be submitted to the University at the time of execution of this Agreement and shall remain valid throughout the tenure of the contract. Failure to comply with this requirement shall render the Contractor ineligible and may result in **immediate disqualification or termination** of the contract.
50. The Contractor shall be solely and exclusively responsible for the employment, payment of wages, disciplinary action, welfare, and all other terms of engagement with its employees or workers engaged in connection with the services under this Agreement. The University shall **not be a party** to any dispute or difference arising between the Contractor and employees, and **no claim or liability** shall lie against the University in this regard. The Contractor shall indemnify the University against all claims, losses, or damages arising out of any such employment-related disputes.

Registrar,
DLCSUPVA,
Sector-6, Rohtak-124001

PART IV**BRAND/QUALITY/ MAKE OF MATERIAL/ ITEMS**

Sr.No.	Items	Quality / Brand
Dairy Products		
1	Milk-Toned, Pouched	Vita / Mother Dairy/ Amul / Gopal
2	Butter	Amul/ Britannia / Vita/Gopal/Mother Dairy
3	Cheese Processed	Amul/ Britannia / Vita/Gopal/Mother Dairy
4	Condensed Milk	Milk Maid / Nestle / Mother Dairy / Parag / Verka
5	Ice Cream	Mother Dairy / Kwaliti/ Walls / Vadilal
6	Curd	Packed (100 gms) curd of Nestle/ Mother Dairy/Amul/ Vita
Bakery Products		
1	Bread (Both Normal & Brown/ Wheat)	Harvest Gold / Britannia / Modern
2	Biscuit	Britannia / Parle/ Sunfeast/Little Heart/ Fifty-Fifty/ Good Day/ Bon-Bon / Priya Gold
Provision and Stores		
1	Atta (Whole Grain)	Good Quality Agmark of Aashirwad/ Aahar/ Nature Fresh/ Shakti Bhog/Annapurna
2	Basmati Rice	Good Quality Basmati Rice (Red Fort, Dawat, India Gate / Hafed)
3	Sugar Cube	Dauralla or equivalent
4	Low Calorie Sweetener (Sachet/Tablet)	Equal/ Nature Fresh/ Sugar Free
5	Tea Leaves/ Bags	Taj Mahal/ Tata /Tetley/ Lipton/ Brook Bond
6	Coffee	Nestle /Classic/ BRU / Tata Café or any other equivalent brand
7	Jam	Kissan/ Top/ Catch/ Maggie
8	Pickle	Kissan/ Catch/ Panch Ranga/Mother's Recepte
9	Refined Oil (Low Fat Content) & Mustard Oil,Ghee	Hafed / Postman (Hindustan lever)/ Sun Flower/ Safola/ Fortune/ Nature Fresh. Vita /Amul/ Mother Dairy
10	Tomato/ Chilli /Soya Sauce	Maggi, Kissan, Tops
11	Garam/ Chat/ Chana Masala-Kasturi Methi, Table Salt,	Good Quality MDH/Catch/ Everest /Agmark MTR – ISI Mark

Contractor

Witness

Employer

	Dhania/Chilli/ Haldi Powder, Pepper etc. Salt	Tata/ Catch / Annapurna
12	Custard Powder	Brown and Polson/ wake Field
13	Laung, Dal Chini, Elaichi and Other hot Spices etc.	Best Quality
14	Pulses- Dals and Beans etc.	Best Quality
15	Fresh Fruits / Vegetables	Fresh and Best Quality

Contractor

Witness

Employer

Note:

- a) These items are just indicative for the usage of only branded items for cooking food and other items. It will be the responsibility of Contractor to ensure the purchase of superior quality items, in case of rice, pulses, vegetables, etc. along with the other branded items. If it is found that, Contractor is deviating from the specified brand or standard items, action can be taken against him and Mess Committee may also decide for the termination of contract after repetitive deliberate negligence/mistake.
- b) The Contractor may use any other approved brands also, if permitted by the Mess Committee in writing.
- c) The Mess Committee shall have a right to change any brand provided the cost does not exceed the specified brand.
- d) Contractor shall inform one day in advance to Mess Committee about the purchase of non-perishable items, i.e. Rice, dal, wheat flour, etc. to enable DLCSUPVA to send its representative along with the Contractor to ensure the purchase of branded items, as mentioned above.

PART-V**Engagement of Manpower and responsibilities of Contractor**

The Contractor will engage sufficient number of manpower on his pay roll for the preparation and service of each meal including cleaning, washing and overall upkeep of mess assets and premises. It is expected that the manpower deployed at the mess area of DLCSUPVA Girls hostel shall not fall below the numbers, specified in the following table, unless specified by the Chief Warden / Warden.

No person with an adverse police record shall be allowed to work in the Hostel Mess. Policy verification is compulsory for all employees of the Contractor.

Minimum Nos. of manpower as specified category wise will be provided daily in the Mess as detailed below:

Manpower required at various places	Category of Manpower	Total manpower required
Mess Manager / Counter Manager	Skilled having experience of minimum 3 years in handling the Mess in the same capacity	1
Kitchen	Cook – Skilled	2
	Kitchen – Semi-Skilled	4
	Utensil Cleaners – Unskilled	2
Dining Hall	Service Boys – Unskilled	4
	House Keeping Staff – Semi-Skilled	2
Store	Store Keeper - Skilled	1
Total		16

Contractor

Witness

Employer

1. Contractor will be required to engage above mentioned staff under Skilled, Semi-Skilled and Unskilled categories or categories as specified by DLCSUPVA from time to time.
2. **Details of Workers-** The Contractor shall submit a list of workers, with complete details including local/ permanent addresses, contact details and their photographs etc., for approval before they may be allowed to work at the mess. The Chief Warden/ Mess Committee may reject any or all the names without assigning any reason thereof. Only those workers who have been cleared by the Mess Committee/ Chief Warden/ Warden shall be allowed to enter into the premises of the mess. The above workmen shall be placed at all the times under exclusive supervision of the Contractor.
3. Salaries of the staffs shall be governed by the Haryana State Minimum Wage Rates Act.
4. **Payment of Revised Minimum Wages-** Contractor must be aware that Haryana State Labour Commissioner revises minimum wages every six months , in the month of April and October. If there shall be any upward revision in the minimum wages during the contract period, Contractor shall make the payments to staff accordingly.
5. Contractor shall also ensure that each and every employee is covered under the provisions of ESI Act 1948 and EPF Act 1952, if applicable.
6. Contractor shall issue salary slip to all staff members engaged and shall remit the salary in the staffs account through net-banking to ensure the timely payment.
7. The payment shall be made strictly on satisfactory work and on the basis of daily attendance of the mess staff.
8. The Contractor shall submit the proofs of payments towards PF, ESIC and Service tax/ GST (if applicable) as and when required by DLCSUPVA.
9. **Payment date of Salary to the Workmen-** The Contractor has to pay the salary to workmen by 7th of every month for immediate previous months work without waiting for clearance of his pending bills. Failing which a penalty equivalent to 5% of monthly bill value shall be imposed on the Contractor.
10. **Maintenance of Attendance Record-** The Contractor has to maintain a proper attendance record of all the workmen and that shall be certified by Mess Committee/ Chief Warden or Warden. A copy of the same record shall be submitted every month.

Contractor

Witness

Employer

11. The Contractor has to ensure that his employees will protect the University information received during discharge of their duties from any unauthorized disclosure to third parties without permission.
12. Monthly cash outflow towards salary of above staff should be ensured by the Contractor.

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13. The total hours of work taken from Mess Workers in a day shall not exceed 08 hours.
14. The Mess Committee reserves the right to check the attendance of the mess workers from time to time and in case of deficiency in deployment of manpower found, penalty shall be imposed.
15. **For sick students, the Contractor shall arrange to serve "sick diet" (Such as Khichdi, Daliya etc.) at their rooms. The sick diet shall be defined and provided by Mess Committee to the Contractor.**
16. **Responsibility of providing uniform to the mess staff-** Contractor / Firm shall provide dress to all mess staff and they will compulsorily wear it while on duty. The colour and style of the uniform shall be decided in consultation with the Hostel Chief Warden/ Warden/ Mess Committee. The staff shall wear clean and ironed uniform while on duty.
17. The Contractor shall employ only healthy adult and trained staff with good health and sound mind for all services. He shall also nominate a person acceptable to University to take orders/instructions from the Chief Warden/ Warden/Mess Committee or any other authorized representative of the University.
18. **Responsibility of providing medically-fit staff-** The Contractor shall ensure that all employees engaged by him are free from communicable/ infectious disease and are also medically fit to work at mess. If in the opinion of the University any of the Contractor 's employee(s) is found to be suffering from any such disease/condition or if any employee(s) of the Contractor is found to have committed misconduct / misbehavior, the Mess Committee/ Chief Warden/ Warden shall have the right to ask the Contractor to remove such employee(s) without questioning the decision of the University. The University shall be entitled to restrain such employee(s) from entering into the mess premise. Thereafter, the Contractor shall have to provide a substitute(s) within a reasonable time.
19. **Follow the security and safety regulations of the University-** The Contractor shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the University from time to time. The Contractor shall have the right to appoint and to take appropriate disciplinary action against the workers provided that the action should be in accordance with Industrial Employment (Standing Order) Act, 1946 and the Mess Committee/ Chief Warden/ Warden should be

Contractor

Witness

Employer

informed at every point of time. However, the Contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the University.

20. **Behavior of Mess Staff-** The Contractor shall be responsible for the courteous behavior of all the staff, employed directly or indirectly and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality. The Contractor shall be bound to prohibit and prevent employees from trespassing/acting in anyway detrimental or prejudicial to interest of community or of the properties. The Contractor shall be responsible thereof and indemnify the University of all consequent claims or actions for damages or injury or on any other grounds whatsoever. The decision of the Chief Warden/ Warden on any matter, arising under the clause will be final.
21. In case the University suffers loss of any nature on account of the Contractor or his employees for not following security / safety regulations/ instructions, the Contractor shall be liable to make good the loss as determined by the University at its sole discretion and the University shall have the right to recover such losses, etc. from the dues payable to the Contractor and/or security deposit etc.
22. The Contractor shall not appoint any sub-Contractor for the work assigned to him without the permission of the Mess Committee/ Chief Warden/ Warden. Also, no part of the contract, nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or whosoever.
23. The staff employed by Contractor shall not be treated as the University's staff for any purpose whatsoever. The Contractor shall be responsible for a strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The University shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the Contractor is responsible under the law. However, if the University is forced to pay any cost of any nature on account of Contractor's liabilities, the said cost shall be recovered from the dues payable to the Contractor.
24. **Fulfilment of Statutory Provisions-** The Contractor shall be responsible for fulfilling the requirement for all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The University shall

be indemnified for any action brought against it for any violation / non-compliance of any of the provisions of any of the acts etc. Hence, non-compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The Contractor shall maintain all records required to be maintained under statutory enactments and the Chief Warden/Warden and his/her authorized representatives shall be entitled to inspect all such records at any time.

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25. **Minimum Wages-** The Contractor shall ensure that the minimum wages are paid to the employees. Also the Contractor shall be responsible for opening of bank account of each employee to nearby bank at his own cost in order to transfer the salaries of employee directly to their account. The Contractor shall maintain all the records and the authorized representative of the University shall be entitled to inspect all such records at any time.
26. The Mess workers of the Contractor shall not be allowed to stay in the hostel premises or in the University campus. However, the mess manager appointed by the Contractor shall be provided a space in the University to be used by him as office.
27. The Contractor shall make his own arrangement for the transportation of his own employees.
28. Smoking and Consumption of Pan, gutka, liquor etc. strictly prohibited within the University campus and Hostel mess area. Violators shall be prosecuted as per law.
29. If and when required by the University, all personnel deployed by Contractor at DLCSUPVA Girls Hostel will be required to display ID card while entering into the University premises. They will also be required to wear the ID card all the time while on duty.
30. **Accident or injury to workmen-**
- The University shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor through claim from insurance company. The Contractor shall indemnify and keep the University indemnified against all such damage and compensation whatsoever in respect or in relation there to.
31. **Damage of Property-**
- The Contractor shall be responsible for making good to the satisfaction of the Mess Committee/ Chief Warden/ Warden for any kind of loss or damage to any structures and properties within the mess premises. If such loss or damages is due to fault and/ or the negligence or willful acts or omission of the

Contractor

Witness

Employer

Contractor , his employees, agents, representatives or sub-Contractors, shall make good the loss as assessed by the Mess committee/ Chief Warden/ Warden.

32. Labour Laws-

- (a) No worker below the age of 18 years shall be employed for the mess work.
- (b) The Contractor shall not pay less than what is provided under the law to workmen engaged by him for the work.

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- (c) The Contractor shall at his own expense comply with all Labour laws and keep the University indemnified in respect thereof.
- (d) The Contractor shall pay equal wages for men and women in accordance with the applicable labours laws.
- (e) The Contractor shall employ specified manpower to ensure due performance to the satisfaction of the Chief Warden / Warden and of quality specified in the contract.
- (f) The Contractor shall be solely responsible as regards salary/ wages and service conditions and terms extended by the Contractor to his workmen and shall in this connection maintain requisite records and comply with all laws/ enactment, rules and regulations and orders applicable to the Contractor's employees/ workmen in general and in particular laws/ enactments, rules and regulations and orders dealing with employment of contract Labour, payment of minimum wages, fire and safety regulations relating to employment of female workforce, security arrangements and such other rules and regulations as may be applicable at present or made applicable hereafter. In particular proper procedures and due process shall be followed as per laws and act in force when a worker has to be removed from service.

33. Safety Regulations-

In respect of all labour, employed directly or indirectly by the Contractor to perform the assigned job as part of the agreement, the Contractor shall make necessary arrangements for the safety and security of workmen at his own cost under safety codes of the CPWD , Indian Standards Institution, the Electricity Act, regulations , rules and orders made there under and such other acts as applicable.³⁴.

Regarding Compliance of Statutory Provisions :

- (a) The Contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- (b) The Contractor shall abide by all the rules and regulations of the Labour Laws and Rules framed there under and will maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
- (c) The Contractor shall be wholly responsible regarding the payment of minimum wages to the mess workers. As and when the minimum wage rate is revised by the Haryana State Labour Commissioner, the Contractor shall have to pay the revised rate to his workers as on that date.

Contractor

Witness

Employer

- (d) The Contractor shall be liable to comply with the Employees Haryana State Insurance (ESI) Act, 1948 and Employees Provident Fund and Miscellaneous Act 1952.

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- (e) The Contractor shall deduct the employees' contribution of EPF and ESI and deposit the same along with his part of the contribution to the respective authorities within the statutory periods and shall provide a copy of the deposit challan under his signature to the University within one week of depositing the same to the respective authorities. The Contractor shall regularly maintain proper record in this regard which can be inspected by the appropriate authority of the University at any time.
- (f) The Contractor shall pay wages directly to the workmen without any intervention of any labour Contractor . The Contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- (g) All employees of the Contractor shall carry Employment/Identity Cards issued by the Contractor at all times, in terms of Rule 76 of the Contract Labour (Regulation and Abolition) Haryana State Rules, 1971.

Contractor

Witness

Employer

PART-VI

Penalties for Violation of Rules

The Contractor will be fined in case of violation of the following rules:

1. **Non-availability of complaint register** on the counter / discouraging members from registering complaints would lead to a fine of Rs. 1,500/- on the Contractor .
2. **Any complaints of insects and / or foreign object** (hair, rope, cloth, plastic, etc.) cooked along with food found in any food item would invite a fine of Rs. 2,000/- on the Contractor.
3. **Any complaints of stones/ pebbles of diameter more than 2 mm** will attract a penalty on the Contractor which can range between Rs. 300/- to Rs. 1,000/- depending on the size of the stone/ pebble.
4. **Hard and /or sharp objects** like glass pieces, nails, hard plastic etc. will attract a penalty of at least Rs. 3,000/- per incident.
5. **Food poisoning**, shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the Contractor .
6. **Three or more complaints of unclean utensils** in a day would lead to a fine of Rs. 2,000/- on the Contractor.
7. If the Mess Committees agrees that certain meal was not cooked properly then a fine of Rs. 2,000/- would be imposed on the Contractor.
8. If food for any meal gets over within the timings of mess and waiting time is more than 15 minutes for breakfast or lunch or dinner, then a fine of Rs. 2,000/- would be imposed on the Contractor. The timing for that meal will be extended equivalent to delay time.
9. **If the quality of milk is not found to be appropriate**, or it is diluted, a fine of 2,000/- would be imposed.
10. **Changes in the menu of any meal** without permission of Mess Committee would result in a fine of Rs. 2,000/- to the Contractor.
11. **For any rules Haryana state in the agreement,**
 - a) First violation of the rule implies fine as per the rule.
 - b) Second and subsequent violations of the same rule within 30 days of previous fine will attract double the initial amount of fine on the Contractor.

Contractor

Witness

Employer

12. **Inappropriate personal hygiene of workers** including their dress, personal hygiene of workers and / or misbehaviour by workers etc. will lead to fine of Rs. 2,000/- on Contractor for every instance.
13. **Failure to maintain a proper health check-up of the workers** will attract a fine of Rs. 2,000/- per instance.
14. **Absence of proprietor or his representative empowered to take decision from Mess Committee meetings on due invitation** (which will be held once every month) will attract a fine of Rs. 3,000/- on Contractor.
15. As and when Mess Committee proposes a fine, it will inform the representative of the Contractor or Mess Manager and then fine will be imposed.
16. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above as decided by the Mess Committee.
17. Severity of hygiene failure shall be assessed and decided by the Mess Committee and fined appropriately. In case of gross failure/ negligence a severe penalty will be imposed, which could be a hefty fine as cash and /or summarily termination of the Contract.
18. **Notice Period** The Contractor must give a notice of atleast 60 days in writing conveying his intention to terminate the contract. The University reserves the write to terminate the contract for any reason including unsatisfactory performance or violation of minimum Wages Act or of any of the other terms and conditions of the Contractor after giving 15 day's notice for such termination and vacation of the premises.
19. Contractor would not have any right to put any charges / blame on any of DLCSUPVA Mess Committee members as they are serving voluntarily to the DLCSUPVA, Rohtak.
20. Only the person who pays will get the food. No other person including security men, or any other staff gets free of cost food for any reason except-food quality supervisor or with the permission of Chief Warden/Warden.
21. A penalty of minimum Rs. 1000/- shall be charged on Mess Contractor, per person who is offered free of cost food. It will be the responsibility of Contractor to ensure that only those who pay get food.

Contractor

Witness

Employer

P.S: Any penalties / fines imposed on the Contractor would be deducted from his payment of the same month itself.

PART-VII

Rates of meal and terms of payment

The bidder shall quote the rate of food per meal and per day in **Financial Bid Form- VI**

1. Bidder will be required to quote the price of food per meal i.e. for Breakfast, Lunch and Dinner separately to reach the final rate of per student per day.
2. **Criteria for Evaluation of Financial Bid:** - Financial Bid, received without calculation chart shall be summarily rejected, even that their price is lowest. The objective of preparing calculation chart is to examine the correctness of price as per current market rate.
3. The prices/ rates accepted by the Contractor shall remain firm till the completion of contract, except the new taxes enacted by government during the contract period and applicable to this University. The prices/ rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work.
4. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the work and material required through the contract but may not have fully and precisely incorporated there in. The opinion of the Mess Committee/ Chief Warden/ Warden as to the items of work which are necessary and reasonable for completion of the work shall be final and binding on the Contractor although the same may not have been shown on or described specifically in contract documents.
5. The Contractor shall be required to provide meals to his workmen who would be willing to take the meal in the mess on payment basis. However, the Contractor shall not be allowed to deduct more than the approved rate on per day basis.
6. The aforementioned rates shall remain in force for one year from the date of commencement of the work and during the extended period also.
7. The rates so fixed will be inclusive of all taxes, duties and levies etc. imposed by the Haryana State / Haryana State Government and Local Bodies on the date of award of the work. However, if any new tax, duty or levy is imposed or enhanced by the Government/ Local Bodies subsequent to the award of work, the same shall be paid by the Contractor.
8. The Contractor will raise bill on monthly basis: The 1st bill for the month shall be submitted upto the 2nd week of the subsequent month. The Chief Warden / Warden shall ensure that the bills are paid to the Contractor within 10 working days after submission. The payment shall be made on the basis of actual attendance of residents which is to be duly certified by Chief Warden / Warden.

Contractor

Witness

Employer

Part-VIII**General Instructions to bidder****(1) Selection of successful bidder and award of job-**

Bidder shall be selected on the basis of quoted rate of per-day –per student.

(2) Mobilization Time-

The Contractor shall have to mobilize his resources so as to commence the work within fifteen days from the date of award of contract.

(3) Performance Security-

The Contractor shall be required to execute the Bank Guarantee deposit of Rs. 3.75 Lacs in the form of a Fixed Deposit Receipt (FDR)/ Bank Guarantee issued in the name of Registrar, State University of Performing and Visual Arts, Rohtak and payable at Rohtak. The Fixed Deposit Receipt (FDR) should be from a scheduled nationalized bank, and will be held against any defaulting in performance and violation of terms and conditions. This FDR shall be effective for entire contract period.

The security deposit shall be retained up to and including sixty days after the contract is over. The University shall have an unqualified option to forfeit the same, if there is any amount due from the Contractor to the University.

- (4) Return of Security Deposit:** The Security Deposit shall be refunded to the Contractor after sixty days of expiry of the contract or within fifteen days from the date of the issue of a “No Dues Certificate” by the Mess Committee/Chief Warden/ Warden subject to the fulfilment of all contractual obligations by the Contractor . No interest shall be payable by the University for sums deposited as Security Deposit.

(5) Forfeiture of Security Deposit-

In case, the University makes any recoveries on any account from the Security Deposit of the Contractor, the Contractor shall make good the Security Deposit amount within a period of ten days after the receipt

Contractor

Witness

Employer

of information in this regard, failing which the Contractor shall have to pay an [interest @12 % per annum for the period of delay in making good the Security Deposit.](#)

- (6) The Mess premises shall always be in possession of the University and the Contractor is only permitted to enter the premises to manage the mess. Whenever the contract is terminated and University decides not to allow Contractor on written notice to run the Mess, the University shall be entitled to restrain the Contractor from entering into DLCSUPVA, Rohtak premise as well as the Hostel premises.
- (7) Income Tax (TDS), if applicable shall be deducted from all payments made to the Contractor as per rules and regulations in force and in accordance with the Income Tax Act and Service Tax Department prevailing from time to time.

(8) Termination of contract-

The University shall reserve right to terminate the contract for any reason including unsatisfactory performance or violation of minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the University to the Contractor shall be issued giving 15 day's notice for such termination and vacation of the premises, without assigning any reason thereof.

- (9) If, all or part of the contract is terminated in accordance with the provisions contained above the University shall pay to the Contractor charges up to the effective date of termination. However, the termination of the contract shall not relieve the Contractor of any of his obligations imposed by the contract with respect to the work performed by him prior to such termination.

10. Responsibility for proper upkeep of Buildings and Services-

The Contractor shall be the custodian of the mess premises, all installations, furniture, furnishing equipment, gadgets etc. supplied by the University as part of the establishment. It will be the responsibility of the Contractor to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the Contractor takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good condition shall devolve upon the Contractor. For this purpose, the Contractor shall have to maintain close liaison with the Mess Committee and the Chief Warden / Warden to seek their support in the

matter. The Contractor shall implement appropriate fire safety measures at his own cost, including installation of fire extinguishers and smoke detectors at designated locations.

11. Issues, not specifically clarified in the contract, shall be settled with mutual consent between the Contractor and the Mess Committee, without vitiating the basic terms of the contract.

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12. Interpretation of Contract Documents:

Several documents forming the contract are to be taken as mutually explanatory. In case any discrepancy, inconsistency, error or omission in the contract, the matter may be refereed to Mess Committee/ Chief Warden/ Warden, who will be empowered to take final decision and issue Instruction to the Contractor about modality that has to be adopted to sort-out any specific problem. The decision of the Mess Committee/ Chief Warden/ Warden shall be final and conclusive and the Contractor shall carry out work in accordance with this decision.

13. Wherever, it is mentioned in the scope of work that the Contractor shall perform certain work or provide certain facilities, it is understood that Contractor shall do so at his own cost and the value of the contract shall be deemed to have included in the cost of such performance and provision so mentioned. All material and services shall satisfy the high standards befitting reputation of the University.
14. Once the quoted rates/prices accepted by the Contractor, it shall be for all purposes whatsoever and it will be deemed that he has independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same. The scope of work is only broadly defined and the final details shall be finalized by the Mess Committee/ Chief Warden / Warden during the course of the execution of work.
15. The Contractor shall be deemed to have examined the contract documents, to have obtained his own information in all matters whatsoever that might affect carrying out the work at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in the description or quantity or omission there from, shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates.
16. He is deemed to have awareness about the scope, nature and magnitude of the works and the requirements of the materials and labour and the type of works involved, etc., and as to what all

Contractor

Witness

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works he has to complete in accordance with the contract documents. The Contractor shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing conditions, about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for the payment of government taxes, other charges, levies, etc.

17. Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.

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18. No verbal agreement or inference from conversation with any officer or employee of the University before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/obligations contained herein.

19. If the Contractor or his employees break, deface or destroy the property or the establishment belonging to the University during the execution of the contract, the same shall be made good by the Contractor at his own expense and in default thereof. The Chief Warden / Warden may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the mess committee shall be final).

20. All compensation or other sums of money payable by the Contractor to the University and the recoveries to be made under terms of this contract may be deducted from his Security Deposit or from any sums which may be due/may become due to the Contractor or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the Contractor shall within 10(ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.

21. Power of Entry-

If the Contractor does not commence the work in the manner described in the Tender Document/ Work Order or if at any time in the opinion of the Chief Warden/ Warden / Mess Committee, the Contractor;

- a. Fails to carry out the works in conformity with the contract document / Schedule; or
Violates any of the statutory provisions including but not restricted to the Minimum Wages Act ,ESI Act and EPF Act; or
- b. Substantially suspends the work without the contract schedule; or
- c. Fails to carry out and execute the works to the satisfaction of the Chief Warden /Warden; or
- d. Fails to facilitate procurement of sufficient/suitable raw material or things; or

Contractor

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- e. Commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after a notice in writing being given to the Contractor by the Chief Warden /Warden requiring such breach to be remedied; or
- f. If the Contractor abandons the works.

In any of above cases, University shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with work by his agents, workmen and the supervisors as the University in its absolute discretion may think proper to employ without making payable to the Contractor for the said material other than such as may be certified in writing by the Chief Warden / Warden to be reasonable, then the amount of such excess as certified by the Chief Warden / Warden shall be deducted from subsequent month bill or security, which may be due for work done by the Contractor and be made good under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the University by the Contractor and the University shall have the power to sell in such manner and for price as it may think fit all material pertaining to the Contractor and to recover the said deficiency out of the proceeds of the sale.

22. Force Majeure-

- (a) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term “force majeure” as employed herein shall mean, acts of god, war, revolt, riots, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.
- (b) Upon the occurrence of such cause and upon its termination the party that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- (c) The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the University without any penalty.
- (d) If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the University shall have the option cancelling the contract in whole or in part thereof on its own discretion. Any situation of force majeure shall not be payable by the University under any circumstance. For the period of force majeure, no amount shall be payable to the Contractor.

Contractor

Witness

Employer

23. **Release of Information-**

The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.

24. **Schedule of Rates and Payments-**

The price to be paid by the University to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the contract shall be ascertained by the bidders at the schedule of the rates and payment shall be made accordingly to the work actually executed and approved by the Chief Warden /Warden.

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25. **Receipts for Payable-**

The receipt for payable made on account of the work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the Contractor, except when the Contractor described in the tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by any authorized person.

26. **Completion of Contract-**

Unless otherwise terminated under the provision of any other relevant clause, the contract shall be deemed to have been completed at the expiry of the duration of the contract.

27. **Completion Certificate/No Dues Certificate-**

When the Contractor fulfills these obligations under the contract, he shall be eligible to apply for a Completion / No Dues Certificate in respect of the work. The Chief Warden /Warden shall normally issue Work Completion Certificate to the Contractor within 1(one) month of receiving an application form. The Contractor, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

28. **Jurisdiction –**

This contract shall be governed by and construed in accordance with the laws of India. The Contractor agrees that all disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts situated at Rohtak., Haryana. The parties hereto expressly waive any objection to such jurisdiction on grounds of venue or forum non convenient.

Contractor

Witness

Employer

FORM- 1**Tender / Conditions Acceptance Letter****(To be given on Company Letter Head)**

Date:.....

To,

The Registrar

(Dada Lakhmi Chand State University of Performing and Visual Arts

(DLCSUPVA) Sector-6, Rohtak

Haryana

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No:/Advt./tender 2025

Tender Name: Providing the Mess services in the Girls Hostel at the campus of the University, DLCSUPVA, Rohtak.

Dear Sir,

1. I/We have downloaded / received the tender document(s) for the above mentioned “Tender/Work” from the DLCSUPVA Rohtak website as per your www.DLCSUPVA.ac.in advertisement, given in the above mentioned website.
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No. ____to____(including all documents like annexure(s), schedule(s),etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too has been also taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim / right against organization in satisfaction of this condition.

Place :

Yours Faithfully,

Date :

(Signature of the Bidder, with Official Seal)

Contractor

Witness

Employer

FORM-II**Certificate of Ethical Practices**

(This document shall be duly signed by the tenderer and to be attached with the Technical Bid)

1. I/We assure the Pandit Lakhmi Chand State University of Performing & Visual Arts, Rohtak, that neither I/We nor any of my/our workers will do any act/s, which are improper/ illegal during the execution of the contract awarded to us.
2. Neither I/We nor anybody on my /our behalf will indulge in any corrupt activities/ practices in my/ our dealing with the organization/ University.
3. I/We will have no conflict of interest in any of our work/contract at the University.
4. We will keep the Mess and its surroundings hygienic, neat & clean.

Place.....

Date.....

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Contractor

Witness

Employer

FORM-III
Technical Bid

S.No.	Particulars	Details to be filled in by the Agency/ Firm Copy Enclosed
1.	Name of the Entity/Firm/Consortium & Contact Person	
2.	Reg. Office/ Business Address/ Contact for the entity	
3.	Incorporation of the entity, whether it is Partnership/ or Proprietorship or others (Specified)	
4.	Trade license/Food license No. (Please attach a copy)	
5.	Whether the Entity has minimum 3 years of experience in providing catering services to reputed organizations/ institutions etc. (Attach copies of work orders and relevant certificates of works executed)	
6.	Whether the Entity has achieved turnover of Rs. 50 Lakhs in last three financial years. (Attach copy of Income tax returns for last 3 years and Balance sheet duly signed by Chartered Accountant)	YES/NO Turnover certificate during last three year 2021-22 2022-23 2023-24 or 2024-25
7.	License from Food Safety & Standards Regulation, 2011 known as "FSSAI" (Attach copy of certificate)	
8.	PAN of the Entity (Please attach a copy)	
9.	Service Tax / GST Registration No. (Attach copy of registration certificate)	
10.	Number of manpower working with the entity	
11.	Whether the Contractor agrees to properly handle the various gadgets and equipments etc. provided by the University?	

Contractor

Witness

Employer

DECLARATION

1. I/We agree that the decision of DLCSUPVA, Rohtak in selection of bidders will be final and binding to me/us.
2. I/We agree that we have no objection if inquiries are made about our works and experience, its related areas and any other inquiry regarding all contracts listed by us in the bid.
3. I/We undertake to inform any change in the constitution of the firm, as and when it takes place. The Continuation of the contract subsequent on such alteration will be at sole discretion of DLCSUPVA, Rohtak.
4. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.

Place/Date:**(Name, Designation & Signature with Seal of
Company)**

Contractor

Witness

Employer

FORM-IV**List of Clients with details**

Contact details of establishment where Contractor has done the work in the past or present

S.No	Name OF The Organization	Contract Value Per Year	Name OF The Officer-In-Charge & His /Her Mobile /Phone No.	Period of contract	Total contract period (In Months)

Date.....

(Signature and Stamp of the Contractor)

Contractor

Witness

Employer

FORM-V**Format for Solvency Certificate****(On Bank's Letter Head)**

Ref. No:.....

Date:.....

To Whomsoever It May Concern

This is to certify that to the best of our knowledge and information, M/S.....

.....

(Bidders name with complete address), a customer of our Bank, is respectable, and is capable of executing orders to the extent of Rs.....(Rupees.....) as disclosed by the information and records which are available with us.

M/Shave been our customer sinceto date and has been granted the following limits, at present, against various facilities granted by the Bank:.....

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials. This certificate is issued at the specific request of the customer for the purpose of participating in State University of Performing & Visual Arts Sector- 6, Rohtak Tender No.....

Signature of Authorized Person

Name:.....

Date:.....

Seal:.....

Contractor

Witness

Employer

FORM- VI**Financial Bid for Meals (BOQ)**

The rates should be quoted inclusive of all taxes as per sample Mess Menu at Annexure-I. Quote showing taxes separately will not be considered.

Name of Firm/ Agency:

S.No.	Description	150-170 Students	
		Amount (Rs.)	
		In figures	In words
01	Rate per day-per student for Breakfast*		
02	Rate per day-per student for Lunch*		
03	Rate per day-per student for Dinner*		
	Total cost (Per day per student) *		

*These prices include all kind of material cost and profit margin including manpower cost of the Contractor.

The above process is inclusive of all taxes as applicable.

Only online rates in E-Tender will be accepted.

(Signature and stamp of the Contractor)

Contractor

Witness

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Day	Breakfast	Lunch	Dinner
Monday	Gobhi Parantha/Aaloo Paratha,Curd,Bread Butter, Tea & Coffee	Dal Makhni, Rice, Aaloo baens, Raita Mix,. Roti , Salad	Arhar Dal, Seasonal Sabji,Salad,Roti,Savai
Tuesday	Idli, Vada,Sambhar, Chuttney,Bread Butter,Tea & Coffee	Kala Chana,Plain Rice, Karela, Raita, Bundi, Salad, Roti	Rice, Moong Dal,Paneer Bhujia,Salad Roti,Fruit,Custard/Ice Cream
Wednesday	Plain Paratha,Aaloo Subji Macroni, Bread Butter,Jam, Tea & Coffee	Plain Rice, Rajma, Mix Veg,Salad, Roti.	Namkeen Rice, Dal, Aaloo Mater, Roti Salad, Sweet Gulab Jamun
Thursday	Bread Toast/Poha,Bread Butter, Tea & Coffee	Jeera Rice, Kadhi Packoda,Aaloo Gobhi, Salad, Roti	Mix Dal, Rice, Aaloo Palak,Roti, Salad,Jalebi
Friday	Puri, Aaloo Sabji, Bread Butter,Tea & Coffee	Lobia/Urad Chana Dal, Rice,Petha,Raita Gajar,Salad, Roti	Kali Masoor/ Mix. Dal,Mix Vag, Rice, Salad ,Rasgulla
Saturday	Dosa Sambhar,Chuttney, Bread Butter, Tea & Coffee	Choley Bhature, Rice Plain,Curd,Salad	Mix Dal, Namken Rice,Aaloo Gajar,Matar Subji,Plain Paratha, Desi Ghee Halwa
Sunday	Bread Roll,Bread Jam, Tea & Coffee	Fried Rice, Pav Bhaji, Raita	Rice,Urad Chilka Dal, Soya Chap/Paneer,Roti, Salad , Kheer

The Menu will be changed from time to time in consultation with the Chief Warden / Warden / members of the Mess Committee.

IMPORTANT NOTE:

- Bread with butter & jam shall be available on all days at the breakfast along with regular menu.
- Salt, pepper, green chillies & paper napkins shall be available on all days at the lunch & dinner along with above mentioned items.
- Quantity of breakfast, lunch and dinner shall be unlimited.
- Add on items: list of add on items for breakfast, lunch and dinner provided above will be included in menu.

MEAL FOR SICK STUDENTS:

Khichdi, Dalia, Curd, Milk, Fruits or as advised by doctor. It shall be informed in advance (except emergency cases) by the Warden/ Mess Committee.

FESTIVE SPECIAL MEALS No extra charge*

Festive meals shall be served on the following occasions or as decided by the Mess Committee:

- | | | |
|-----------------|---------------------|--------------|
| 1. New Year | 4. Janmashtami | 7. Diwali |
| 2. Republic Day | 5. Independence Day | 8. Eid |
| 3. Holi | 6. Navratri | 9. Christmas |

*Schedule of festive meal shall be finalized by Mess Committee

Contractor

Witness

Employer

Annexure II**AGREEMENT FOR ENGAGEMENT OF MESS CONTRACTOR FOR GIRLS HOSTEL AT DLCSUPVA, ROHTAK (SPECIMAN COPY)**

Contract Agreement

No _____ Dated _____

An Agreement made this _____ day of

_____ Dada Lakhmi Chand State University of Performing and Visual arts, Rohtak represented hereafter refereed as university on the part and carrying on business at _____ under the name of _____ (hereinafter refereed as the agency which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assigns) on the other part for the purpose of **mess services** at the rates and under the terms and conditions specified in the form and its annexure. Whereas, the Agency has agreed with the University to perform all the operations set forth in the form and its annexure, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by University, the Agency shall duly perform the said operations in the said form and its annexure set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of university and will carry out the work in

accordance with the terms and conditions of contractor with effect from _____ day of _____ up to _____ of _____

and will observe, fulfill

Contractor

Witness

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and honor all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same has been fully set forth therein) and University hereby agrees that if the Agency observe and honor the said terms and conditions of the contract, University will pay of cause to be paid to the Agency for the operations, on the completion thereof, the amount due in respect thereof at the rates borne by Agency. In witness whereof the said parties have hereunto set their hands the day year first above written.

Agency

Registrar
DLCSUPVA, Sec-6, Rohtak

WITNESS

1. _____
2. _____

WITNESS

1. _____
2. _____

Annexure III

PERFORMANCE GUARANTEE/SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE

1. In consideration of Dada Lakhmi Chand State University of Performing and Visual Arts, Rohtak (hereinafter called the University), having its head office at State University of Performing and Visual Arts, Rohtak agreed to permit M/s----- (hereinafter called the said Agency) to provide Mess services at girls hostel on its behalf as custodians of the University on the terms and conditions of the agreement for and on production of a Bank Guarantee for 10% of total tentative cost. We promise to pay to University, an amount not exceeding 10% of total tentative cost against any loss or damages cause to or suffered by University by reason of any failure of the Agency to provide security services in contravention of the terms and conditions in the said agreement.
2. We _____ Bank, do hereby undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the University, stating that the amount claimed is due by way of loss or damage caused to or would be caused of suffered by the University, by reason of any failure of the said Agency to perform the said operations safely without damaging the materials / goods. Any such demand made on the Bank shall be under this guarantee.

However, our liability under guarantee shall be restricted to an amount not exceeding 10% tentative cost.

3. 3.1 We -----Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be till all of the University, under off by virtue of the said agreement have been fully paid and its claim satisfied of discharge or guaranteed unless a demand or claim under this agreement is made on us in writing on or before three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
3.2 Now withstanding anything to the contrary herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharge in writing by the University, or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the University, tithing three months from the date of aforesaid agreement.
4. We----- Bank, further agree that the university shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or postpone for any time or from time to time any of the powers exercisable by the University, against the said Agency and forebear of enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Agency or for any bearance act or commission on the part of University or any indulgence by the matter of things whatsoever which under the law relating to sureties by for the said reservation would relieve us from the liability.
5. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
6. We-----Bank lastly undertake not to violate this guarantee during this agency currency except with the previous consent of University in writing.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE:

Contractor

Witness

Employer