

**TENDER FOR CATERING SERVICES
TO
DAMODARAM SANJIVAYYA NATIONAL LAW UNIVERSITY**

**Tender No. DSNLU/2023-24/Catering/001
Dated: 25/05/2023**



**DAMODARAM SANJIVAYYA NATIONAL LAW UNIVERSITY
“NYAYAPRASTHA”, Sabbavaram,
Visakhapatnam – 531 035**

**Telephone: 08924-248216
Website: www.dsnlu.ac.in**

NOTICE INVITING TENDER

1. Damodaram Sanjivayya National Law University, “NYAYAPRASTHA”, Sabbavaram, Visakhapatnam proposes to Outsource Catering Services of the Mess attached to its Boys and Girls Hostel, Training Centre, Academic Block at **Sabbavaram Campus** (Sabbavaram Mandal, Visakhapatnam District) initially for a period of **One Year** from the date of order. Details of number of Diners, Type of Kitchen and Dining Hall are provided in the Tender Enquiry Document.

The same mess contractor has to maintain the **Min Canteen** also where the snacks and other refreshments are to be served in the Mini Canteen as per the directions of the University and the prices will be fixed with mutual consent.

2. Sealed tenders are invited from financially sound professional caterers with experience in running multi-cuisine food services in reputed institutions. Previous experience in catering to student community/educational institutions of repute is preferable.
3. The cost of the tender document is Rs.1,500-00 (Rupees one Thousand Five Hundred Only) payable by way of Demand Draft on any Nationalised/Scheduled Bank in favour of **Registrar, Damodaram Sanjivayya National Law University, Visakhapatnam payable at Visakhapatnam**. Tender Enquiry Document can be downloaded from the Website www.dsnlu.ac.in ; the cost of the tender document shall be submitted along with the Technical Bid.
4. Sealed Tender Enquiries prepared in accordance with the Terms and Conditions enumerated in this tender, shall require to be submitted to the **Registrar, Damodaram Sanjivayya National Law University, “NYAYAPRASTHA”, Sabbavaram, Visakhapatnam – 531 035** not later than the date and time mentioned.
5. All Tender Enquiries must be accompanied by Earnest Money Deposit (EMD) of Rs.3,00,000/- (Rupees Three Lakhs only).
6. The Tender Enquiry Document is not transferable.
7. **Schedule for Invitation to Tender Enquiry**
 - a) **Place of issue of Tender Enquiry Document and address at which the Tender Enquiry Documents are to be submitted**
Registrar,
Damodaram Sanjivayya National Law University,
“NYAYAPRASTHA”, Sabbavaram,
Visakhapatnam – 531 035 Andhra Pradesh
Phone: 08924 248216

b) **Date from which the Tender Enquiry Document can be downloaded**

From **25/05/2023** onwards on all working days till the due date of submission of the Sealed Tender

c) **Last Date for Submission of the Tender Enquiry Document**

On or before **04.00 P.M on 14/06/2023 (Wednesday)**

d) **Date of Opening of Tender Enquiry Document**

(Technical) At 11.00 A.M on **16/06/2023 (Friday)**

e) **Validity of the Tender Enquiry**

90 days from the date of opening of the Tender Enquiry Document (Technical)

f) Date of opening of Tender Enquiry Document (Financial) will be intimated to the technically qualified Tenderers after the technical bids are evaluated.

8. Tender Enquiry Document (Technical) will be opened on the day and time as indicated in this document. The technically qualified caterer's financial bids will be opened for short-listing and awarding of the contract. DSNLU reserves the right to shortlist/reject any or all tenderers without assigning any reason.
9. Eligible Tenderers should send letter of authorization with attested specimen signatures of their representatives limited to **“One Person”** deputed to attend at the time of opening of tender enquiry, both for Technical and Financial. Representatives without such authorization are not permitted to be present to witness of the opening. This authorization letter should be separately produced.
10. In case of being, any holiday on the opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on the same day and time, as scheduled above. The tenders received after the said scheduled date and time will not be considered. Tenders will not be considered if sent by email and FAX.
11. **A pre-bid Meeting shall be held on 09/06/2023 (Friday) at 11.00 A.M with prospective bidders at Damodaram Sanjivayya National Law University, Sabbavaram, Visakhapatnam.**

12. Definitions used in this Document:

Tenderer	: Refers to Persons or the Firm or the Company to whom this Tender Enquiry Document is issued
DSNLU	: Refers to Damodaram Sanjivayya National Law University, Visakhapatnam
Contract	: Refers to the Agreement entered into between DSNLU and the successful tenderer including all attachments and Annexes thereto and all documents incorporated by reference therein
Contractor /Caterer	: Refers to successful tenderers who have entered into a contract with DSNLU for rendering the Catering Services
Mess	: The place where Break-fast/Lunch/Snacks/Dinner will be provided
Mini Canteen	: The place where Snacks/Coffee/Tea/Juice will be provided

TERMS AND CONDITIONS

1. The tender enquiry should be complete in all respects and if the tender is incomplete, the offer would be rejected. The tenderer shall sign and affix seal on all the pages of the tender enquiry document.
2. Tender enquiry should be submitted in a sealed cover containing **Cover – 1 and Cover – 2 separately** and super scribed “**Tender for Catering Services to Damodaram Sanjivayya National Law University**”. The tenderer shall clearly write on **Cover – 1** as “**Technical Bid- Catering Services to Damodaram Sanjivayya National Law University**” and on **Cover-2** as “**Financial Bid – Catering Services to Damodaram Sanjivayya National Law University**” and each addressed to **The Registrar, Damodaram Sanjivayya National Law University, “NYAYAPRASTHA”, Sabbavaram, Visakhapatnam – 531 035**. The tenderer should also indicate Name and Address on both the covers. *Both the Covers 1 and 2 shall be put in a single cover.*
3. The amount of Earnest Money Deposit of Rs.3,00,000/- (Rupees Three Lakhs only) shall be paid in the form of Demand Draft drawn on any Nationalised / Scheduled Bank drawn in favour of Registrar, Damodaram Sanjivayya National Law University payable at Visakhapatnam. However, the firms having valid NSIC/MSME certificates may be exempted from payment of EMD and Tender cost upon production of valid certificate mentioning the exemption.
4. The Demand Draft should be enclosed to the Tender Enquiry (Technical) submitted and should not be sent separately. The Earnest Money Deposit (EMD) of the unsuccessful tenderers will be refunded without any interest on signing of the contract with the successful tenderer. The EMD of successful tenderer will be refunded on submission of Caution Deposit.
5. **EMD of the Tenderers will be forfeited, if:**
 - The tenderer is not willing to abide by the terms and conditions after submission of tender;
 - The tenderer does not honor the services required by DSNLU;
 - Withdraws the tender enquiry before receipt of final acceptance;
 - Fails to execute an agreement and submission of Caution Deposit as indicated in this tender within the stipulated time;

6. Eligibility Criteria

- 6.1. The tenderer should be a well-established catering agency.
- 6.2. The tenderer should have been in the business of providing Catering Services for Educational Institutions/Public Sector undertakings/Government Offices/Corporate Sector from April-2017 to March-2020 i.e. Minimum Three (3) Years of experience.
- 6.3. The tenderer should have a turnover of Rs.1.00 Crore (Rupees One Crore only) in any one of the last Three (3) financial years i.e. 2017-2018, 2018-2019 and 2019-2020 in catering activities. The tenderer should have executed at least one order of Catering Services valuing not less than Rs.1.00 Crore (**or**) Two (2) orders of Catering Services of not less than Rs.50.00 lakhs (**or**) Three (3) orders of Catering Services of not less than Rs.35.00 lakhs in any one of the Financial Years 2017-2018, 2018-2019 and 2019-2020.
- 6.4. The Bidder should NOT have been debarred or blacklisted by any Government Department/Agency in the past 3 (three) years on account of fraudulent or corrupt practices or inefficient/ineffective performance.
- 6.5. Roti must be prepared with Roti Maker Machine of Girnar Machine Industries or its equivalent Company. Manual Roti making is not permitted.**
- 6.6. The tenderers should enclose copies of the following documents or otherwise the offer shall be summarily rejected.**
- i) Certificate of Registration/Incorporation
 - ii) Registration Certificate with Provident Fund Authorities
 - iii) Registration Certificate with ESI Authorities
 - iv) Permanent Account Number
 - v) Registration Certificate of GST
 - vi) Audited Balance Sheet and Profit and Loss Account certified by the Chartered Accountant along with IT Returns for the Financial Years 2017-2018, 2018-2019 and 2019-20.
 - vii) Performance Certificate in respect of the Catering rendered during the years 2017-2018, 2018-2019, 2019-2020 and 2022-23.

- viii) Agreements/Work Orders in respect of Catering Services rendered during years 2017-2018, 2018-2019, 2019-2020 and 2022-23 showing the value of each.
 - ix) A valid Central License from Food Safety and Standards Authority of India (FSSAI)
7. Authenticated certificates, testimonials and proof of experience should be produced along with the tender.
 8. DSNLU reserves the right to cancel or withdraw the tender at any point of time. DSNLU also reserves the right to reject any or all tenders without assigning any reasons.
 9. Any changes and updating in the tender document will be displayed in the website.
 10. Any clarification/information can be obtained through email: registrar@dsnlu.ac.in before one week of the closing of the tender, thereafter any clarification/information sought shall not be entertained.
 11. The caterer shall not assign, sublet or part with the possession of the premises and properties of the University therein or any part thereof under any circumstances;
 12. In the event of terminating the contract, the caterer shall vacate the premises and handover all the fixtures, furniture etc., in good condition to the DSNLU.
 13. The caterer shall not make any construction or structural alteration or additional fittings inside the premises or the work place.
 14. The rates stipulated in the contract will hold good for the agreement period, which shall be **One Year**. However, the contract may be extended with the same terms and conditions. Either party may terminate the contract by giving two month's notice in writing.
 15. DSNLU will not provide any advance payment. On submission of bills for catering service will be settled within 15 working days from the date of receipt of the bills.
 16. The caterer shall deposit Rs.3,00,000/- (Rupees Three Lakhs only) as interest free Caution Deposit within 10 days of award of contract which shall be refunded after the expiry of the agreement after adjusting applicable deductions, if any. In case of starting a Mini Canteen, an additional amount of Rs.50,000/- to be deposited.
 17. The caterer should ensure that his staff so deployed are free from communicable diseases.
 18. All expenses relating to the functioning of his staff and statutory obligations like EPF/ESI etc are the responsibility of the Contractor.

19. The caterer is solely responsible for the payment of minimum wages for their employees as per the Government of Andhra Pradesh norms and deductions towards EPF and ESI.
20. Turnover during the last Three (3) years i.e. 2017-2018, 2018-2019 and 2019-2020 along with balance sheets, Profit & Loss Account and Income Tax Returns need to be submitted.
21. The Price bid, shall be opened only in respect of tenderers who were qualified in the Technical Bid. After evaluation of the price bid, DSNLU would intimate the award of Contract to the successful tenderer. The successful tenderer shall enter into an agreement/a Contract covering the entire scope of services with DSNLU within **one** week from the date of award of the work.
22. Presently, the strength of the students is around 670 and the strength is likely to go upto 730.
23. Breakfast, Lunch, Evening Snacks, Milk/Tea/Coffee and Dinner need to be served as per the basic menu agreed upon with the Administration

24. Tentative Mess Timings

Breakfast with Milk/Tea/Coffee	:	0730 – 0900 Hrs
Lunch	:	1300 – 1500 Hrs
Evening Tea/Coffee & Snacks	:	1630 – 1730 Hrs
Dinner	:	1930 - 2100 Hrs

25. **Basic menu is unlimited;** any special items are considered as “EXTRAS” and will not form part of the basic menu.
26. The quality of food / snacks / eatables supplied shall be of good quality, hygienic in nature and the service should be to the fullest satisfaction of the University and the students.
27. As the students / officials from all over India and abroad will be studying / working in the University, it is the obligation of the tenderer to prepare the food so as to suit the different states of participants/students etc.
28. Providing of first quality provisions, such as vegetables, milk, cooking gas etc., for preparation of the items will be the responsibility of the caterer.
29. The caterer shall be solely responsible for the arrangements of gas refills, and their safety and supply.
30. The caterer shall provide catering services as given in the tentative menu annexed. The cost includes fuel cost, procurement of rice and provisions and vegetables of good quality and other

items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, storage at dining hall premises, for which no additional cost is payable or reimbursable by the University.

31. Cleaning plates/washing and keeping the mess premises neat clean and hygienic are the responsibilities of the caterer. Strict adherence of the hygiene of mess and its surrounding is essential. Any violation on the part of the caterer is liable for appropriate penal provisions of truncation of bills as decided by the administration.
32. The kitchen is to be well maintained with Hygiene and presentable with neat and clean ambiance.
33. The caterer has to serve food in any other place inside the campus for Guests at Training Centre, Administrative Office as per the orders of the Administration.
34. When circumstances warrant, caterer should cater for more number of students / staff members at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated, for which he should keep in close liaison with Mess-incharge / Care Taker & Warden and prepare food accordingly.
35. The caterer will submit two or three brand (**Agmark / ISI**) for each item and the Mess Committee will select the appropriate brands for cooking.
36. The caterer shall pay monthly License fee of Rs.25000/- (Rupees Twenty-Five Thousand only) for usage of the Kitchen and the premises for storing provisions covering area of 1122 Sq. Meters. The caterer shall also pay Water Charges amounting Rs. 5,000/- per month and Electricity Charges as per the meter reading provided dedicatedly. The above charges will be deducted from the Bills of the Contractor.
37. The selected caterer shall start the dining facility upon issuing the order.
38. The caterer has to ensure optimum staff in each category of cooks and helpers. It is the sole responsibility of the caterer to ensure uninterrupted service. In the event of non-fulfilling of any of the service to the mess, penalty will be levied as applicable.
39. Employment of child laborers (below the age of 18) is totally prohibited. It is the responsibility of the Caterer to comply with all formalities of labour laws including obtaining necessary labour licenses etc. DSNLU shall not be held liable or responsible for any of the lapses on the part of the Contractor.
40. Necessary permission in writing should be obtained by the caterer for overnight stay of its employees in the campus for other than the permissible strength.

41. The caterer shall be responsible for the proper conduct and behavior of the employees engaged. The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility. The contractor shall submit a list of all staff engaged by him for service at DSNLU along with addition/deletion every month with details along with copy of Aadhar Cards with residential proof.
42. Smoking and consumption/distribution of Alcohol / Drugs / Tobacco are strictly prohibited.
43. The decision of DSNLU is final in awarding the contract.
44. The DSNLU reserves the right to review and modify the terms and conditions periodically.
45. The items of food served will be checked by Mess Committee. In case of any dispute on quality between caterer and the Mess Committee, the Registrar, DSNLU will be the final authority and his decision is final and binding on both the parties.
46. Any other relevant matter for better functioning of mess will be informed as and when required.

47. Scope of Catering Services

(A) Catering Services for Student Mess

48. The Tenderer has to prepare the food items in the given place at DSNLU campus before serving.
49. The Tenderer has to serve the food items with hygiene and hot in the dining hall, as per the timings given by DSNLU.
50. Quantity of items served should be unlimited except otherwise mentioned in the schedule as specified.
51. Though a daily menu is indicated, and as per the requirement and demand the menu shall be modified by Damodaram Sanjivayya National Law University.
52. Each student is to be provided the following meals/tea on daily basis during the session of the DSNLU:
 - a) Breakfast with Milk/Tea/Coffee
 - b) Lunch
 - c) Evening Tea/Coffee with Snacks
 - d) Dinner

53. The quality of food/snacks/eatables supplied shall be of good quality, tasteful, hygienic in nature and the service should be to the fullest satisfaction of the University and the participants.
54. The food items prepared should be Hygienic and of high quality and should fulfill the following conditions:
- 54.1 The same vegetable should not be used for preparation of vegetable curry more than three occasions in a week.
- 54.2 Vegetable Pulav/Vegetable Biryani should be prepared with Basmati Rice.
- 54.3 For preparing Vegetable Pulav/Vegetable Biryani good vegetables are to be used. Atleast four English vegetables like green peas, carrot, cauliflower, beans should be used along with other vegetables.
- 54.4 White rice should be of fine quality of SUPER SONA MASURI / BPT SANNALU of the best quality.
- 54.5 Chapati, Poori should be made of wheat flour only and not mixing any Maida flour under any circumstances
- 54.6 Banana should be of good quality without black mark. The size of the banana should not be too small.
- 54.7 Curd should be fresh
- 54.8 Sambar, Rasam should not be carried to the next session of service.
- 54.9 Sweet should be of good quality.
55. The Contractor shall also be required to supply whenever called upon on special occasions to prepare lunch/snacks/coffee/tea as special items for functions, meetings etc., at the approved rate. The Contractor shall also be required to provide breakfast, lunch and dinner to occupants of Guest House and Snacks and Coffee/Tea in the evening on specific requests.
56. The Standard meals/tea are to be provided as per the items indicated. Based on the items, a standard monthly menu will be prepared on mutually agreed basis considering availability of vegetables and fruits as per the Quality and standard of basic ingredients placed at **Enclosure – 1**. Any change is to be with prior approval of the DSNLU.
57. The Contractor should also provide a Special Lunch/Dinner in the Academic Year as per the direction of the Management on special occasions from time to time.

58. The Tenderer has to ensure continuous and prompt time in cooking and serving the food as specified by DSNLU and under any circumstances delay in cooking and serving will not be accepted by DSNLU and will be viewed seriously and the DSNLU shall levy penalty.
59. The Contractor has to provide Breakfast, Lunch, Tea, Coffee, Snacks to the employees of DSNLU at a very reasonable price. The same shall be agreed in writing before execution of the agreement. The charges for providing the same shall be collected from the respective employees.

TERMINATION OF THE CONTRACT BY DSNLU

60. The Contract is liable to be terminated at any time during the validity of the contract period by the Management, if the supply of the food quantity and quality or service is not upto the satisfaction or for any other compelling administrative reason. The Security Deposit paid by the Contractor shall be forfeited in full, when the contract is terminated under the circumstances specified above.
61. In case of deficiency in service, DSNLU is empowered to levy suitable penalty. In the event of failure to cater/render services at the fixed hours or to supply food and other eatables to the satisfaction of the Registrar or his nominee (s), or the students, action will be taken by the Registrar for the catering to be done by other agencies and the difference in cost, if any, incurred over and above the agreed rates shall be recovered from the Contractor. Besides incurring the liability, the contract is also liable to be terminated for the remaining period. The Registrar's decision with regard to the termination of the contract shall be final and binding.
62. The Contractor should ensure one kitchen supervisor to be retained continuously round-the-clock and to be held responsible for the activities of the kitchen including cooking, serving, cleaning, to be carried out timely and efficiently adhering to hygienic conditions. The Cooking and Dining hall areas should always be free from Cockroaches, Rodents, Flies, Lizards and other insects etc.
63. The Contractor or his nominee other than the kitchen supervisor should visit the kitchen to monitor the functioning of the Mess and frequently discuss with the authorized officials regarding complaints/requirements etc.
64. The Contractor shall claim bills with regard to the actual number of Lunch/Snacks/Coffee/Tea/Dinner supplied on any particular day.
65. The Contractor is not permitted to prepare food items/use any facilities of DSNLU other than for DSNLU. If found so, a penalty of Rs.5,000/- (Rupees Five Thousand Only) will be levied.

66. Kitchen and Dining Hall

- 66.1 The Tenderer shall be fully responsible for sweeping and moping of the entire place of the dining hall, kitchen and surroundings on every day including dust proof brushing/cleaning of coir mats/sweeping the floor area, removal of cobwebs etc.
- 66.2 Sweeping and cleaning of the areas of the cleaning place of the utensils and wash basins with detergent, phenyl and acid twice a day.
- 66.3 Wiping and cleaning of dining tables and chairs, before serving and after completion of Breakfast, lunch and dinner.
- 66.4 Wiping and cleaning of the windows, window panes and partitions, doors with suitable cleaning agents once in a week or as frequently as required.
- 66.5 Moping of floor with soap water daily wherever necessary.
- 66.6 Arrangements of chairs/tables etc., in the dining hall and the surroundings shall be maintained in clean hygienic and pleasant manner. These are to continue throughout the said contract period. The kitchen and the dining hall shall be kept clean and tidy at all times.
- 66.7 Time to time collection of waste and garbage from the kitchen, dining place and cleaning areas and disposal of such garbage will be the sole responsibility of the Tenderer.
- 66.8 The Tenderer will not be permitted to stock any kind of garbage, waste in any of the dumping baskets or in the premises. If DSNLU notices such activity on inspection or on a complaint by any user, DSNLU shall impose penalty at its discretion.
- 66.9 The successful bidder has to ensure that suitable polythene cloth to be placed in the dust-bin to collect the garbage every day and the same to be disposed on the same day and a new cover to be replaced for. This cost should also be included in the tender.

67. Personnel, Uniform and Wages

- 67.1 The successful tenderer shall deploy sufficient personnel as detailed below:
 - a) Experienced cooks to conveniently prepare the food items, tastily and timely
 - b) Sufficient Servers to serve the food items

- c) Cleaners for cleaning the tables and utensils and kitchen ware
- d) Personnel for cleaning the kitchen and dining areas and for disposal of garbage
- e) The bearers engaged by the Contractor should be in neatly dressed during Service and wear neat gloves, caps while serving food.

67.2 The successful tenderer shall ensure all the personnel to be in proper and prescribed clean and tidy dress at all times at no extra cost. All cooks and helpers are to be provided with Uniform including shoes, apron and cap by the successful tenderer.

67.3 The contractor has to maintain South Indian and North Indian cooks as the students form part of the total strength.

67.4 The personnel engaged by the successful tenderer (Contractor) shall have no claim or interest or right whatsoever with regard to employment with DSNLU.

67.5 The successful tenderer shall ensure strict discipline and decorum against his personnel during work period at DSNLU.

67.6 The personnel employed by the successful tenderer are to be only of Indian National and are to observe all necessary security rules/discipline in the premises. Identity cards for all personnel are to be issued by the contractor. Any of the personnel without the identity are to obtain entry passes from the security of DSNLU.

Accident / Injury, Damage and reporting

67.7 The Contractor shall be solely responsible for any injury/damage/loss of any of the Contractor's men or materials and for any damage/accident/injury to its personnel during the execution of works under this Contract. DSNLU shall not be held responsible for any reason whatsoever for any claims made by any person who is under the employment of the Contractor or whose services have been engaged by the Contractor.

67.8 The personnel engaged are to be medically fit for carrying out their duties and are to be free of any contagious diseases. DSNLU may carry out a medical inspection at any time and if any personnel are declared medically unfit will have to be replaced immediately.

67.9 DSNLU shall not be responsible for claim/damage incidental to / arising out of any work towards the execution of contract other than the agreed rates and the contractor is fully responsible for all the activities including dealing with any statutory authority.

- 67.10 Services like water, electricity and rent for premises used for the purpose of catering will have to be paid by the successful tenderer as per the standard rates as decided by the Management from time to time.
- 67.11 **Only Dining hall furniture will be provided by the Campus.** The caterer has to arrange all Cooking and Serving utensils including Plates, Glasses, Cups, Spoons, Forks etc. Upkeep of all items provided by the DSNLU will be the sole responsibility of the caterer.
- 67.12 The caterer shall, at their cost, maintain adequate stock of food grain, grocery, and adhere to the standards of the Campus. The caterer shall be responsible for proper hygienic storage of raw materials.
- 67.13 The commercial LPG Gas connection will be provided for cooking the food items in the canteen and the charges for the gas cylinder are to be borne by the contractor and should ensure that the cooking process goes smoothly without any obstacles in the usage of LPG.
- 67.14 The Contractor should ensure that the steam is generated in the Mess to preserve the food items and to be served hot.
- 67.15 All Provisions should be of good quality with ISI approval. They should be purchased from reputed Wholesale Dealer(s) or Co-operative Super Market/Department store.
- 67.16 An amount equivalent to 10% (Ten Percent) on the monthly bills during the contract period will be retained towards Security Deposit for due performance of the Contract and the same shall be returned after the date of the completion of all contractual obligations without any interest.
- 67.17 The Contractor shall be held responsible for any theft, loss, damage and deterioration loss of product, material or property of DSNLU, arising from any act of negligence on the part of the staff so deployed.
- 67.18 With regard to the Special Lunch to be organised during any functions/events, such as (Students Farewell Function, Independence Day, Republic Day Celebrations etc.) the Contractor has to ensure that all the required Crockery, Decorative Items, requisite utensils has to be in place for making the function/event a grand show.

68. Penalties

68.1 If the Contractor fails to fulfill any of the contractual obligations or unable to supply the food as per the menu with quality and quantity, penalty shall be levied. Such penalties levied if any, the same shall be adjusted against the payment due to the caterer.

68.2 Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a penalty of Rs.2,000/- (Rupees Two Thousand Only) for each occasion will be imposed.

68.3 If poor quality of rice is found or used for preparation of Meals, Idly and Dosa, a penalty of Rs.4,000/- (Rupees Four Thousand Only) will be imposed.

68.4 Oil once used should not be reused. If reuse of oil is found, penalty of Rs.4,000/- (Rupees Four Thousand Only) for each occasion will be levied.

68.5 Kitchen should be kept clean. If it is not kept clean, a penalty of Rs.2,000/- (Rupees Two Thousand Only) for each occasion will be imposed.

68.6 If there is any deviation in the approved Menu, a penalty of Rs.10,000/- (Rupees Ten Thousand Only) for each occasion will be imposed.

68.7 Items like Aji-no-moto, Baking Soda, Colouring items etc., are banned and they should not be used. If they are found in the kitchen premises, penalty of Rs.10,000/- (Rupees Ten Thousand Only) for each occasion will be imposed.

68.8 The official mentioned by the Registrar shall be the Competent Authority with regard to imposition of Penalty. The caterer may appeal to the Registrar for reduction/waiver of penalty. The decision of the Registrar shall be final.

68.9 DSNLU Mess Rules – **Enclosure – 2**

69. The caterer shall be responsible for proper hygienic storage of all raw materials.

70. Upon complete fulfillment of the contract by the Contractor to the satisfaction of DSNLU, the Security Deposit retained from the Bills will be refunded without any interest.

71. The Bank Guarantee format is enclosed.

Enclosure-1

BASIC INGREDIENTS – QUALITY AND STANDARDS

S.No	Ingredient	Quality and Standard
1.	RICE	LALITHA / BELL / COW & CALF
2.	NOODLES	MAGGI/YIPPEE/FOODIES(HORLICKS)
3.	MAIDA	ANNAPURNA / ASHIRWADH
4.	ATTA	ANNAPURNA/ASHIRWADH/PILLSBURY/PATANJALI
5.	RAVVA	LALITHA
6.	CHANA	NO. 1 GRADE (ISI)
7.	DALS	NO. 1 GRADE (ISI)
8.	COOKING OIL	GOLD DROP / FREEDOM / SUNDROP/GODREJ / SAFFOLA/ FORTUNE REFINED SUNFLOWER OIL
9.	SALT	TATA/ANNAPURNA/ASHIRVAD/SAFFOLA
10.	GHEE	AMUL/MOTHER DAIRY/BRITANNIA/GITS/NESTLE
11.	MILK	VISAKHA/HERITAGE
12.	TEA	TAJMAHAL/BROOKEBOND/GREEN LABEL
13.	COFFEE	NESCAFE/BRU/TATA/MR
14.	BREAD	FRESH CHOICE/MODERN
15.	BUTTER	AMUL/MOTHER DAIRY/BRITANNIA/KWALITY (Use of Margarine or any other butter substitutes are prohibited)
16.	JAM	KISSAN
17.	BISCUITS	BRITANNIA/SUNFEAST/PARLE
18.	PAPAD	PRIYA/SURYA/MTR/LIJAT
19.	PICKLE	PRIYA/SURYA
20.	SUGAR	PARRY'S / MADHUR
21.	CONDIMENTS	STANDARD QUALITY
22.	PULAO RICE	BASMATHI FOR VEG BRIYANI & FRIED RICE – EVERYDAY, DAAWAT

Enclosure-2

Penalties for violation or Rules, Terms and Conditions


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

1. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs.5,000/-;
2. Insects cooked along with food would invite a fine of atleast Rs.20,000/-;
3. Any complaint of soft objects like hair, rope, plastic, cloth etc. in food will attract a fine of Rs.5,000/- per complaint;
4. Any complaint of stones/pebbles of diameter more than 2 mm will attract a penalty on caterer which can range between Rs.600/- to Rs.6,000/- depending on the size of the Stone/Pebble;
5. Hard and/or Sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of atleast INR 5,000/- per incident;
6. Three or more complaints of unclean utensils in a day would lead to a fine of Rs.6,000/- on the caterer;
7. If mess council agrees that certain item of a meal was not cooked properly then a fine of Rs.6,000/- would be imposed on the caterer;
8. 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 caterer;
9. If food for any meal gets over within timings of mess then a fine of Rs.6,000/- would be imposed on the caterer. The time for that meal will be extended equivalent to delay time;
10. Changes in menu of any meal without permission of mess committee would result in a fine of Rs.6,000/- on the caterer;
11. If the quality of milk is not found to be appropriate, or it is diluted, a fine of Rs.16,000/- would be imposed;
12. Inappropriate personnel hygiene of workers including their dress and/or misbehavior by workers etc., will lead to fine of Rs.7,000/- on caterer at every instance;

13. Failure to maintain a proper health check up of the workers will attract a fine of Rs.8,000/- per instance;
14. For any rule stated in the agreement first violation of the rule implies fine as per the rule;
15. Second and subsequent violations of the same rule on a different day within 30 days of previous fine will attract triple the initial amount of fine on the caterer;
16. As and when Mess Committee proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the wardens;
17. Using brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess council with consent with the wardens;
18. Severity of hygiene failure shall be assessed and decided by the mess council 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 summary termination of the Contract.

Tender Enquiry for Catering Services to Damodaram Sanjivayya National Law University
Tender No. DSNLU/2023-2024/Catering/001 Dated 25th May, 2023

TECHNICAL BID (Cover – 1)

- 1 Name of the Tenderer :
- 2 Status :
(Proprietary / Partnership/ : **Indicate whether documentary proof**
Society / Company) : **enclosed**
(Enclose documentary Proof) : Yes / No

- 3 Address of the Registered Office :
- Phone / Mobile No : _____
- Email Address : _____
- Fax No : _____
- 4 Address of the Local Office : _____

- Phone / Mobile No : _____
- Email Address : _____
- Fax No : _____
- 5 Permanent Account No :
Issued by the Income Tax : **Indicate whether documentary proof enclosed**
Authorities : Yes / No
(Enclose documentary proof)
- 6 Provident Fund Code No :
(Enclose documentary proof) **Indicate whether documentary proof enclosed**
Yes / No
- 7 ESI Code No :
(Enclose documentary proof) **Indicate whether documentary proof enclosed**
Yes / No

Tender Enquiry for Catering Services to Damodaram Sanjivayya National Law University
Tender No. DSNLU/2023-2024/Catering/001 Dated 25th May, 2023

- 8 GSTIN / UIN : _____
(Enclose documentary proof) : **Indicate whether documentary proof enclosed**
Yes / No
- 9 HSN / SAC Code for the Service : _____
- 10 Turnover of Tenderer for last three : Year Turnover
Three years **(attach audited Balance Sheet and Profit & Loss Account : 2017-2018 Rs. _____**
For the Financial Years i.e. 2018-2019 Rs. _____
(2017-2018, 2018-2019 and 2019-2020) : 2019-2020 Rs. _____
- 11 Income Tax Returns for the : **Indicate whether documentary proof enclosed**
Financial Years 2017-2018, 2018-2019 and 2019-2020 : Yes/No
- 12 Details of Catering Services : **Indicate whether documentary proof enclosed**
Rendered During the last three :
Financial years (2017-2018, : Yes / No
2018-2019, 2019-2020 and 2022-23 :
Including value of each with :
a consolidated Statement :
as per Annexure :
(Enclose documentary proof)
- 13 Satisfactory Performance : **Indicate whether documentary proof enclosed**
Certificates from the :
Organisations where the : Yes / No
Services are rendered :
during the last three :
Financial years (2017-2018, :
2018-2019, 2019-2020 and 2022-23) :
(Enclose documentary proof) :

Signature of the Tenderer with Seal

Place : _____

Date : _____

Tender Enquiry for Catering Services to Damodaram Sanjivayya National Law University
Tender No. DSNLU/2023-2024/Catering/001 Dated 25th May, 2023

Annexure to Sl.No.12 of the Technical Bid

**Details of Catering Services carried out during last Three Financial Years
(2017-2018, 2018-2019, 2019-2020 and 2022-23 and value of each)**

Sl. No.	Organization for which Catering Services Rendered	Period of services Rendered		Details of Catering Jobs carried out	Value (Rs.)
		From	To		

Place : _____

Date: _____

Signature of the Tenderer with Seal

Tender Enquiry for Catering Services to Damodaram Sanjivayya National Law University
Tender No. DSNLU/2023-2024/Catering/001 Dated 25th May, 2023

Price Bid for Catering Services for Student Mess (Cover – 2)

TENTATIVE MENU – DSNLU

Day	Breakfast	Lunch	Snacks	Dinner
Monday	Idly/Upma Sambar, Coconut /Peanut Chutney, Tomato Chutney	Veg Kolhapuri, Dal Tadka, Bendi Fry, Rice, Roti, Sambar	Samosa (2)	Cabbage Fry, Kofta Curry, Moong Dal, Roti, Rice Rasam
Tuesday	Aloo Paratha/ Curd, Tomato Chutney	Aloo Jeera Sabzi and Rajma and Tomato Rice, Roti	Veg Sandwich/Corn Flakes Chat	Mix Vegetables, Yellow Dal, Bhendi Fry, Roti, Rice, Rasam
Wednesday	Poha/Mysore Bonda Coconut /Peanut Chutney, Tomato Chutney	Kurkuri Bhindi, Carrot and Peas Coconut Curry, Masoor Dal, Rice, Sambar, Roti	Chilly Idly/Punugulu with coconut chutney	Chicken Biryani, Paneer Biryani, Gravy, Sweet, Raita
Thursday	Utappam Peanut Chutney, Bombay Chutney OR Poori, Aloo Curry	Gatta Curry, Tomato Pappu, Gutti Vankaya Curry, Rice, Roti, Sambar	Boiled Corn/Pani Puri	Bhindi Sabzi, Beetroot, Choley, Rice, Roti Rasam
Friday	Vada, Coconut /Peanut Chutney, Tomato Chutney, Sambar/ Paratha Egg Burji	Aloo Baingan, Dondakaya Fry, Palak Dal, Veg Fried Rice, Roti	Veg Manchuria (5) Limited	Egg Curry and Paneer Butter Masala, Brinjal Pakodi fry, Rice, Tandoori Roti/Rumali Roti
Saturday	Dosa /Pongal Coconut /Peanut Chutney, Tomato Chutney Sambar/	Dry Corn Masala, Aloo Fry, Dal Fry, Jeera Rice, Sambar	Veg Sandwich/ Noodles	Aloo Mutter Sabzi and Dal Makhani, Roti, Rice Cabbage Fry, Rasam
Sunday	Choley Batura	Dum Aloo, Chana Masala, Lemon Rice, Roti, Sambar	Moong Dal Pakodi/Bread Bajji	Chicken Curry, Kadai Paneer/ Butter Paneer Masala, Aloo chips, Rice, Roti & Ice Cream

Compulsory Items:

Breakfast: Egg, Banana/Bread Butter, Sprouts, Milk and Tea

Lunch: Ghee Roti, Masala Papad/Fries, Salad, Pickle and Curd/Boondi Raita/Vegetable Raita/Sweet Lassi

Snacks: Tea and Coffee/Lemonade

Dinner: Ghee Roti, Salad, Fries, Pickle, Curd/Butter Milk/Vegetable Raita

Pickles: Gongura, Lemon, Mango, Tomato and Vegetable Pickles.

Tender Enquiry for Catering Services to Damodaram Sanjivayya National Law University
Tender No. DSNLU/2023-2024/Catering/001 Dated 25th May, 2023

NOTE:

1. Rate must be quoted per day.
2. **This is a tentative menu. Menu may vary upon the recommendations of the Students Mess Committee.**
3. The existing Students strength at present for the Academic Year 2022-2023 is 670. 50% students are from Andhra Pradesh and 50% are from North. Out of the total students 50% will be Boys and 50% will be Girls
4. The average students strength would be around 670-730 during the Academic Year 2023-2024.

Quote per Day

Signature of the Tenderer with Seal

Place : _____

Date : _____

Annexure - A

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD
WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION**

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To

The Registrar
Damodaram Sanjivayya National Law University
“NYAYAPRASTHA”,
Sabbavaram,
Visakhapatnam – 531 035

We hereby confirm and declare that we, M/s -----, is not blacklisted/
De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private
Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during
the last 5 years.

For -----

Authorized Signatory

Date

FORM OF BANK GUARANTEE

Bank Guarantee No: _____

Date: _____ Valid up to _____

The Registrar
Damodaram Sanjivayya National Law University
“NYAYAPRASTHA”,
Sabbavaram,
Visakhapatnam - 531035

Sir,

In consideration of Damodaram Sanjivayya National Law University having its Campus at Sabbavaram, Visakhapatnam – 531 035, Andhra Pradesh (herein referred to as “DSNLU”) which expression shall mean and include its successors and assignees and having an Order No. _____ dated _____ for _____ (hereinafter called “The Contract”) which expression shall include all the amendments thereto with Damodaram Sanjivayya National Law University having its Office at “NYAYAPRASTHA”, Sabbavaram, Visakhapatnam – 531035 (herein after referred to as “The Contractor”), which expression shall unless repugnant to the context or meaning thereof, shall include all its successor, administrators, executors and assignees and DSNLU having agreed that The Contractor shall furnish the DSNLU a Bank Guarantee for Rs. _____ (Rupees _____ only) as per the terms of Tender Enquiry Document No. _____ dated _____ and Order No. _____ Dated _____

We, _____ registered under the laws of India having its registered/head office at _____, (herein after referred to as the Bank) which expression shall unless repugnant to the context of meaning thereof, include all its successors, administrators, executors and permitted assignees do hereby guarantee and undertake to pay immediately on first demand in writing and any/all monies to the extent of Rs. _____ (Rupees _____ only) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by DSNLU, on the Bank by serving return notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute pending before

any Court, Tribunal, Arbitrators or any other Authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DSNLU, in writing. This guarantee shall not be determined, discharged or affected by liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operating against the Bank. The Bank also agrees that DSNLU of its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that DSNLU may have in relation to the Contractor's liabilities. The Bank, further agrees that DSNLU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DSNLU against the said Contractor and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of DSNLU or any indulgence by DSNLU to the said Contractor or any such matter or thing whatsoever which under the laws relating to the sureties would, but for this provision have effect of so relieving us. The Bank further agrees that the guarantee herein contained shall remain in full force until _____ and all dues of DSNLU under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till DSNLU discharges the guarantee in writing, whichever is earlier.

This guarantee shall not be discharged by any change in our constitution, in the constitution of DSNLU or that of the Contractor. The Bank confirms that this Guarantee has been issued with observance of the appropriate laws of the country of issue. The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Court of the place from where tenders have been invited.

We further agree that as between us and DSNLU for the purpose of this Guarantee any notice given to us by DSNLU that the money is payable by the Contractor and any amount claimed in such notice by DSNLU shall be conclusive and binding on us notwithstanding any difference between DSNLU and the Contractor or any dispute pending before any Court, Tribunal Arbitrator

or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of Contractor. We also undertake not to revoke this Guarantee during its currency. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs._____ (Rupees _____ only) and Guarantee shall remain in force until _____.

We must receive any claim under this Guarantee before the expiry of this Bank Guarantee. If we have received no such claim by the said date, the rights of DSNLU under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the DSNLU's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ Day of _____ 2023 at _____

Date:

Authorized Signatory of the bank
(With Bank Seal)

Place:

Witness No.1

Witness No.2

DAMODARAM SANJIVAYYA NATIONAL LAW UNIVERSITY
VISAKHAPATNAM

MINI CANTEEN – TERMS AND CONDITIONS

1. Damodaram Sanjivayya National Law University (DSNLU) is located at Sabbavaram on the outskirts of Visakhapatnam. It is a residential University with a student strength of 650 approximately.
2. Prior approved food items alone are permitted. Readymade food items like Samosa, Cakes, Cool Drinks and Ice Creams etc. are permitted. Preparation of Maggi/Noodles, Coffee, Tea, Horlicks, Bournvita etc. are permitted in the Mini Canteen.
3. All the rates are to be approved by the Registrar, DSNLU
4. Items and rates are to be displayed in the Notice Board
5. The Contractor is responsible for keeping the Mini Canteen premises clean.
6. Garbage must be removed by the Contractor only.
7. The Rent of Rs.24,000/- per annum will be charged from the Contractor.
8. Electricity charges as per actuals, Water charges extra have to be paid by the Contractor.
9. For preservation of Food items like Cool Drinks, Ice Creams, the Contractor has to bring his/her own Refrigerator and other instruments.
10. The contract period is coterminous with the Contract period of Main Canteen/Mess.
11. Items causing ill-health and intoxications like Liquor and Narcotics are strictly prohibited. Legal action will be initiated against the Contractor if she/he supplies such items in the Canteen.
12. The contractor has to commence the Canteen on the reopening day of the University or on any date fixed by the University.
13. GST and taxes are applicable as per the law in force
14. In case the service of the Contractor is not satisfactory, the University shall cancel the contract on 15 days' notice.

- 15.Expiry date on food items shall be strictly followed. Any contaminated or sterile food is strictly prohibited. Any negligence on the part of the Contractor in this regard will attract legal consequences.
- 16.In every Academic Year, there will be three months' vacation period. It is upto the Contractor to run or not to run the Canteen during this vacation period. However, rent has to be paid during the vacation period also.
- 17.The Contractor has to submit Aadhar Card along with the present address of the workers employed by him/her in the Mini Canteen.
- 18.The list of food items, rates of the items, timings of the Canteen shall be approved with mutual consent.
- 19.In case of any dispute or difference, the decision of the University shall be final.