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भारतीय प्रौद्योगिकी संस्थान धारवाड़
भारतीय प्रौद्योगिकी संस्थान धारवाड़
Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011 TEL NO: +91 836 2212 827

TENDER FOR PROVIDING CATERING SERVICES IN BHOOPALI MESS
AT IIT DHARWAD

Tender No.: IITDH/CS/2022-23/BM/02

Notice Inviting Tender (NIT)

1	Date of Tender Publishing on website	20 May 2022
2	Pre-bid meeting and site visit at IIT Dharwad <u>(Attending pre-bid meeting & site visit is a mandatory condition for participating in this tender)</u>	31 May 2022 at 1100 hrs
3	Date of publishing pre-bid queries (to be uploaded on the website) and publishing revised RFP (as the case may be)	03 June 2022
4	Last Date and Time for Submission of Bids/Tender	10 June 2022 at 11:00 am (No late bid will be accepted)
5	Opening of Technical Bid	10 June 2022 at 11:30 am
6	Address for submission of bid documents	OSD (C&S) IIT Dharwad, Pune Bengaluru Highway, Near High Court Dharwad bench Dharwad, Karnataka – 580011
7	Venue for opening of Technical Bid	Same as above
8	Duration of Contract	Initially 01 year from the date of issue of work-order (Subject to further extension as per tender terms)
9	Estimated tender value	Rs.2.50 Crore (Approx.)
10	EMD	Rs 5,00,000/- (NSIC & MSME shall be exempted). @ 2% Of Estimated Tender Value.
11	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bid will be notified only to the bidders qualifying the Technical Bid. The presence of the bidder or his/her authorized representative at the time of opening of the Commercial bid is highly preferable.

**Detailed tender notice can be downloaded from the website of the Institute at:
http://iitdh.ac.in/announcements_tenders.php**

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

**Sd/-
OSD (C&S) IIT Dharwad**

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. Technical Bids along-with the supporting documents & Price bids in hard copy and EMD, if applicable, in favor of **"The Registrar, IIT Dharwad"** shall be received as per NIT in **separate sealed envelopes**.
2. All the pages of this tender document (**except commercial bid format**) along with necessary supporting documents as applicable will form the technical bid. These pages should be duly filled and should be sealed. The envelope should be super scribed '**Technical Bid for Providing Catering Services at Bhoopali mess at IIT Dharwad**'. Each page of the bid document shall be stamped and signed by the bidder.
3. **The Price Bid/Schedule** should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing '**Price Bid for Providing Catering Services at Bhoopali mess at IIT Dharwad**'.
4. The technical bids shall be opened as per schedule indicated at NIT. The vendors who are short listed after qualifying technical bid will be intimated the date of opening of price bids subsequently through proper means. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
5. The tender **for providing Catering Services at Bhoopali mess at IIT Dharwad** shall initially be awarded for a period of one year from date of award of contract. However, the tender may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing of satisfactory services of the firm to IIT Dharwad. It may also be noted that the rates quoted by the firm (except minimum wages component & statutory payments), terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any. It will be entirely the discretion of the Buyer/Institute to exercise this option or not.
6. For any query/Clarification please contact IIT Dharwad during working hrs./ days at osd.cs@iitdh.ac.in Bidders are requested to seek all clarifications through e-mail at the said email ID within the stipulated time frame only (i.e up to pre-bid meeting scheduled as per NIT above). Please note that no query/input from bidders will be addressed from the point of view of modification in IIT Dharwad requirement after the pre-bid meeting is over.
7. Interested bidders are invited to participate in the pre-bid meeting as per scheduled at NIT. In case the pre-bid meeting is not held on the due date due to unavoidable reasons, it will be held on the very next working day. **Attending Pre Bid meeting and site visit is mandatory. Only those firms who will attend the Pre Bid meeting are only eligible to participate in the Tender.** Please be present in the Conference Room of IIT Dharwad, WALMI Campus, Dharwad-580011 for this purpose. All inputs / queries will be submitted in writing before start of the meeting. The agenda of the pre-bid meeting is as follows:
 - (a) Elaboration of terms and conditions and procedure of selection.
 - (b) Response to the queries.
 - (c) Inspection of facilities and Kitchen of Bhoopali Mess IIT Dharwad.
8. The detail of information to be provided along-with bid, sample menu, tentative penalties, permissible consumables and other instructions are appended at **Annexure A - I** to this document.

9. This procurement will be governed by Integrity Pact, which will be monitored by following Independent External Monitors (IEMs):

Shri Anil Kaushal, ITS (Retd.)
A-1/245, GF Janakpuri, New Delhi – 110058
e-mail : kaushal.anil17@gmail.com

Smt. Seema Bahuguna, IAS (Retd.)
E-12/7, Vasant Vihar, New Delhi – 110057
e-mail : bahugunaseema@gmail.com

10. NOTIFICATION OF AWARD

Institute will notify the successful Bidder in writing or by email that its bid has been accepted (Letter of Intent). In case the bidding process / public procurement process has not been completed within the stipulated period, the Institute, may request the Bidders to extend the validity period of their bid.

10.1 PERFORMANCE GUARANTEE

The successful bidder will have to submit/deposit Three percent (03%) of the Work Order Value towards the performance security in the form of DD/TDR/FDR/Bank Guarantee valid for contract period plus three months (90 days) at the earliest. No interest will be paid by Institute on the deposit.

10.2 SIGNING OF CONTRACT

Subsequent to receipt of valid Performance Security from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications, and the bid of the Bidder, between the Institute and the successful Bidder.

SCOPE OF WORK

The details of the **Catering Services at Bhoopali mess at IIT Dharwad** to be provided is as mentioned below: -

1. **General Overview of the service: -**

IIT DHARWAD currently operates from WALMI (Water And Land Management Institute) Campus with various facilities spread across a large area of about 135 acres. In order to cater to messing requirements of the inmates of the campus, two messes are being operated at the campus at present. This tender document provides for the requirement of **Catering Services at Bhoopali Mess at IIT Dharwad** to the entire satisfaction of the Institute authorities which shall include the following: -

- (a) Provisioning, cooking, serving and carrying out all allied services towards providing tasty, healthy and hygienic meals to the mess mates as per a pre-decided menu approved by the mess committee of IIT Dharwad. A sample menu is given in succeeding paragraphs of this document. Also, for evaluation of commercial bids, IIT Dharwad will ascertain a minimum reasonable cost (MRC) of providing catering service on a per head per day basis after evaluating the cost factors (i.e. costs on logistics, labour accommodation, raw materials, menu, documentation, statutory payments, payments on other contractual obligations etc.) involved in providing the service required at the mess using its own means. The cost thus finalized by IIT Dharwad shall only be disclosed at the time of commercial evaluation. It must be noted that any prospective bidder quoting more than 5% (of MRC) below this cost (i.e. minimum reasonable cost) will be rejected as unreasonable quote. (e.g suppose if MRC is Rs 100/- . Bids acceptable will be of Rs 95/- or more. Bids of Rs 94.99/- or less will be not acceptable).
- (b) The **timings of the meals** are strictly to be as follows. Any deviation hampers smooth functioning of institute program and engagements. Therefore, violations in this regard will attract stern action against caterer including financial penalty as mentioned in this document (**Refer Annexure G**). The Institute reserves the right to make any changes in said timings at any point of time after award of the contract. Caterer has to cater to following schedule: -

Meal	Weekdays timings	Weekend timings
Breakfast	0700 hrs to 0900 hrs	0730 hrs to 0930 hrs
Lunch	1200 hrs to 1415 hrs	1200 hrs to 1415 hrs
Tiffin/Snacks	1630 hrs to 1745 hrs	1630 hrs to 1745 hrs
Dinner	2000 hrs to 2145 hrs	2000 hrs to 2145 hrs

- (c) The **approximate strength** of mess members during regular semester (January to April and mid-July to November) is **approximately 450**. The numbers during summer and winter vacations messing is around 40. This may vary based on a number of summer/winter courses offered.
- (d) The caterer will maintain a record of personnel being served on a daily basis with proper authentication for the purpose of accounting and billing. IIT Dharwad will provide access control sensors. A **minimum assured attendance amounting to 70 % of** the total number of inmates of the mess will be supported by the Institute. Any payment beyond this shall be claimed by the caterer by furnishing said record of attendance. Attendance will be taken as an average of the strength of users at lunch and dinner. However, payment for the services during summer and winter breaks will be made on actual and no assured attendance will be supported by the Institute for this period. No price hike will be provided to Caterer for any reason during

the entire duration of the Contract.

- (e) **Engagement of required staff** shall be done by the caterer in consultation of the institute authorities for their suitability. It is essential for the staff to be of legal age, suitably trained, and experienced to be deployed. It will be mandatory for the caterer to have 1 helper per 15 residents and 1 cook per 60 residents. One skilled mess manager (**Should be an MBA candidate in related field with an experience of at least 3 years of supervision of mess / catering in an organization comparable to IIT Dharwad in terms of area and size / atleast a three-star hotel**) will be deputed by the caterer in consultation with Institute authorities who shall necessarily be present in each shift for supervision and overall management of operations.
- (f) The caterer will make all necessary arrangements for **neat, clean and organizational outlook** of all its workers befitting stature of IIT Dharwad in consultation with institute authorities. The workers will always maintain a clean appearance including use of clean hand gloves, headgear and necessary accessories while working. Caterer should make all necessary arrangements towards this effect. In order to bring uniformity amongst the service boys in the dining hall, mess service provider shall arrange to provide them with a pair of Shirt/T-shirt, which should be common for his/her entire team.
- (g) The caterer shall, at their cost, maintain **complete readiness** in terms of stock of all dry, fresh rations, condiments, and other necessary items for running the mess including manpower in case of a bund, strike, or other exigencies.
- (h) The mess is strictly for IIT Dharwad campus inmates and authorized personnel. Institute reserves its discretion in availing its services. **Caterer will not divert the services** of mess to any unauthorized personnel or use his discretion in this regard whatsoever.
- (i) To cater to a heterogeneous clientele, the caterer shall ensure **separate preparation** and serving of vegetarian including Jain meals and non-vegetarian meals. In order to cater to any specific meal requirement arising during the contract period the caterer will cater to the specific requirement within the quoted rates.
- (j) This document provides for a **monthly meeting** between the caterer (or a representative authorized to take policy & financial decisions on behalf of the caterer) and Institute authorities as a mandatory term, violation of this clause shall attract suitable penalty as per the list annexed to this document (**Refer Annexure-G**).
- (k) The caterer shall carryout **regular medical check-up** (as directed by the institute authorities) for all manpower deployed at Institute at own cost, so as to ensure medical fitness of all such manpower while at mess operations.
- (l) **The caterer will make all necessary arrangements for accommodating and transporting all manpower deployed by him so as to ensure timely operation of mess in order to timely serve meals. Institute will have no obligation in this regards whatsoever.**
- (m) The caterer will ensure **upkeep of all the equipment, infrastructure** (as the case may be) provided to him by the institute. All such maintenance of Institute property / equipment will be carried out by the caterer on his own cost.
- (n) The caterer will ensure absolute **hygiene and cleanliness** including periodic pest control and debugging of the mess compound and surroundings with proper waste disposal in harmony

with institute systems. Any issue attributable to the caterer in said areas will be sorted by the caterer or will be handled by the Institute out of his cost.

- (o) The caterer will be solely responsible for the general **discipline and conduct of his staff** at the Institute at all the time. It may be noted that only verified individuals through mandatory Police verification on submission of such document will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation financial penalty will be levied on the caterer as deemed fit by the Institute.

2. Legal Terms: -

- (a) The Contract Agreement would be initially for a period of one year and subsequently, may be renewed for additional period of one year or part thereof, subject to satisfactory performance.
- (b) The caterer will be required to provide a refundable interest free Bank Guarantee of Rs. (approx. 03% of the contracted value of service) at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank, and will be held against in default in performance and violations of terms and conditions.
- (c) **The catering caterer has to pay license fee of Rs. 1000/- per month for the first year and at such rate as may be fixed by the Institute for the subsequent years.**
- (d) **The catering caterer will pay Rs. 2000/- or at actuals as per the meter reading towards water and electricity charges every month. Wastage of water and electricity must be avoided.**
- (e) Caterer must submit all necessary statutory documents, as following: -
 - (i) In the event of award of the contract, the caterer should register with the Regional Labour Commissioner (local, Hubballi Dharwad Corporation) as a caterer under the Contract Labour Regulation Act and obtain a Labour License and complete all required formalities.
 - (ii) The caterer should adhere to all the labour laws of the land, which include the provisions of the Provident Fund Act, the Minimum Wages Act, stipulated work hours, bonus payments issue of salary slip, experience letters, ID cards, Gate Pass and other such acts which are applicable. Penalty may be enforced on the caterer for not following the guidelines and complaint be registered with higher authorities.
 - (iii) The caterer should ensure that the payment is made to the labourers as per Minimum wages act to the satisfaction of IIT Dharwad. The payment is to be made into the bank accounts of the employee's latest by 7th of every month. EPF and ESI facilities must be provided to the workers and proof of doing so must be submitted to the hostel on a monthly basis.
 - (iv) The Caterer shall not employ child labour. Violation will attract legal action as per extant regulation on the subject.

3. Infrastructural and equipment related terms: -

- (a) Major civil and electrical works will be attended by IIT Dharwad. Maintenance jobs such as repair of all mess equipment and running expenses are the responsibility of the caterer. A high uptime and sound upkeep of IIT Dharwad mess equipment is essential. Any deviation in menu due to want of repair of equipment attracts penalty (**Refer Annexure G**).
- (b) The caterer has to arrange all cooking needs and serving utensils including plates, glasses, cups spoons, forks etc. The serving utensils will be vetted by the IIT Dharwad authorities for their quality and fitness before use, therefore the provision may be made in consultation of IIT authorities. Upkeep of all items provided by IIT Dharwad will be the sole responsibility of the caterer.
- (c) The caterer will have to make provision of commercial / only permissible cooking gas cylinders and related cooking.
- (d) Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering caterer. Any damage to the Institute Infrastructure by the caterer team or caused due to their neglect will be repaired or replaced at caterers' cost and shall attract penalty (**Refer Annexure G**).

4. Terms related to Cleanliness and Hygiene: -

- (a) Cleaning and Housekeeping of kitchen and dining area will be the sole responsibility of the caterer. Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture and fitments is also responsibility of the caterer. The highest possible standards of hygiene are expected. Violations attract financial penalty as laid out vide this document.
- (b) Caterer shall make necessary provision of sufficient Liquid soap for hand wash, clean towels, along with other measures as advised by the Institute Authorities.
- (c) Mess workers should be provided the necessary training in consultation with Institute authorities so as to maintain the highest possible standard of hygiene.
- (d) IIT Dharwad reserves the right to check cleanliness including pest control, fumigation, upkeep of premises, quality of rations and other deliverables at any time without prior notice.
- (e) IIT Dharwad is a total tobacco free campus, therefore none of the staff deployed at the campus should be in possessing or consuming tobacco products such as bidi, cigarette, chewing tobacco in any form, gutkha, pan-masala, pan etc. Violation will attract penalty.

5. Daily functioning of the mess: -

- (a) Sample menu is placed at **Annexure 'E'**. The menu is for representational purpose and is subject to change within reasonable limits. Menu decided by the Institute will be strictly followed. Menu will normally be formalized for one month.
- (b) The caterer will ensure complete chain of activities so as to provide healthy and tasty meals absolutely on time to inmates on all days. In the process, it is expected that the caterer will ensure highest standards of health, service, aesthetics, layout, professionalism, hygiene and cleanliness to the utmost satisfaction of Institute authorities. In order to achieve highest level of services the caterer will upgrade the skill of deployed workforce through periodic trainings and updation.

- (c) The caterer shall make provision for paid extra items in addition to the regular menu. The representational list of items required to be made available with specific meal is placed at **Annexure 'F'**. The final list of extra items along with mutually agreed rates will be finalized for each week in consultation with the caterer and mess committee of the mess. The caterer will run the service through registration of willing students.

6. **Minimum eligibility Criteria**

IIT Dharwad has set up minimum eligibility criteria (**14 No. to be read with notes**) for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>
1	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
2	The bidder should be in catering business for not less than Ten (10) years before 30/04/2022 out of which 05 years should be in CFTI (Centrally funded technical institute). Bids of firms which are not in existence/catering business for 10 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with the name of CA, registration number, signature, and stamp.
3	Bidder should have a minimum annual turnover of Rs 5.0 crore each in last three years <u>exclusively from providing catering services</u> . For this purpose last financial year would be considered as the one ended on 31.03.2022 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
4	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2018-19, 2019-20 & 2020-21)	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
5	The bidder is required to submit central license of his firm for running canteen / mess obtained under FSSAI act 2006 along-with his technical bid.	Central license for running mess (as per FSSAI act 2006)
6	Bidder should deploy FoSTAC certified Food Safety Supervisors as per FSSAI recommendation.	CV and Details of the food safety Supervisors, FoSTAC certificate should be attached along with the bid.
7	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) copy of PAN/GIR Card (b) copy of Goods & Service Tax registration certificate in respect of Providing catering Services

8	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	(a) Self Attested copy of the Employee Provident Fund registration letter / certificate. (b) Self Attested copy of the Employee State Insurance registration letter / certificate.
9	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agency or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format at Annexure-'C'
11	The bidder must have carried out following catering assignment of minimum indicated value: - (a) Three completed annual catering services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost (i.e. Rs.100 lakhs each); or (b) Two completed annual catering services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost (i.e. Rs.125 lakhs each); or (c) One completed annual catering services costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost (i.e. Rs.200 lakhs).	Certified Work/ Supply Orders /Agreements for award of catering service in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Central & State Educational Institutes of repute. The caterer will have to furnish contact numbers of authorities from concerned organization for verification of successful / satisfactory completion of such catering work.
12	The bidder should have a registered Office for Catering services at Dharwad/Hubballi. The Office should be registered with the Hubballi Dharwad Shops and Establishment.	Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI). Identification Authority of India (UIDAI) be provided within the stipulated time.
13	The bidder must participate in the scheduled pre-bid meeting and site visit (Refer NIT). The bidders will be given an opportunity for site visit and understand user requirement on ground, provide inputs and seek clarifications. All such clarifications and inputs are to be preferably send in advance before the scheduled date of pre-bid meeting to osd.cs@iitdh.ac.in .	A roll of attendance of all those attending the pre-bid meeting and site visit, authenticated by suitable IIT Dharwad authority will be published with pre-bid meeting on IIT website. IIT Dharwad reserves a right to technically reject bids received from bidders who have not participated in the pre-bid meeting.
14	The bidder must execute the Integrity pact .	As per the Annexure "I" attached.

- a. **Failure on the part of the bidder to participate in the mandatory pre-bid meeting and site visit will result in rejection of his bid as nonresponsive.**
- b. **It may also be noted that IIT Dharwad is presently operating two mess at Walmi Campus viz. (i) Bhoopali Mess with approx. strength of 450 students & (ii) Keeravani Mess with approx. strength of 150 students. The present tender is for Bhoopali Mess and the tender for Keeravani Mess will also be floated in near future. As a policy matter, IIT Dharwad has decided that any particular bidder can only cater to a maximum of 450 students at IIT Dharwad during one academic year. Thereby, both mess will have different caterer at any given point of time.**
- c. **Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.**

7. Evaluation Criteria: -

- (a) Technical bids will be opened first and evaluated based on the documentary and evaluation criteria including minimum eligibility criteria stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.
- (b) As provided in the price bid format, the bidders will have to quote the price and the L-1 firm shall be decided on the basis of the lowest rate offered.
- (c) No ambiguity should be there in the quoted price and the rate must be as per the price bid format. **Conditional offer or the proposal not furnished in the format attached at Annexure 'D' shall be considered non-responsive and is liable to be rejected.**
- (d) In case, more than one bidder is identified as L1, the bidder offering higher discount on quoted rate (must be in units and not in fraction of Rs) will be adjudged as L1 firm. The decision of Competent authority of IIT Dharwad will be final and binding.

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids. **Attending pre-bid meeting is mandatory criteria for participating in this tender.**

2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security on the part of the caterer (employer) will be as under:
 - (a) Minimum Daily Wages: Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Karnataka) from time to time, whichever is higher.
 - (b) Variable DA: As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.
 - (c) Social Security: The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The caterer can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the caterer himself. Caterer will submit necessary proof for claiming contributions against EPF & ESIC along with bills.
 - (d) The minimum liability of payment on the part of the caterer to the workmen or to their respective accounts will be the total of:
 - (i) Minimum daily wages
 - (ii) Variable DA on daily wages.
 - (iii) EPF
 - (iv) ESI
 - (v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.
 - (e) TDS @ 1% or 2% as applicable shall be made from the amount payable to the caterer. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the firm is the sole responsibility of the caterer.

3. **Contract Implementation.**
 - (a) Sub-contracting of the work will not be allowed.
 - (b) Persons below the age of 18 years shall not be engaged for the work. The caterer will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The caterer will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
 - (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorised rep. of the institute.
 - (d) Caterer shall not change any employee without consent of the authorised rep. of the

- institute. He shall also ensure physical availability of his mess manager for mustering in/out the workmen at the institute gate and supervise their work on daily basis.
- (e) The caterer(s) shall maintain a register of all his employees and the work assigned to them on daily basis. He should be in a position to produce the same at any given time.
 - (f) Caterer will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
 - (g) The caterer will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the caterer to effect payment to the affected person(s).
 - (h) **Institute reserves the right to terminate the contract at any time without assigning any reason.** However, wherever feasible the institute may consider notification of the annulment in advance to the caterer.
 - (i) The successful agency / firm / company will have to deposit a refundable interest free Bank Guarantee of **Rs.7,50,000/-** (approx. 3% of the contracted value of service) at the time of award of work. This Bank Guarantee should be from a scheduled/nationalized bank in the form of Performance Bank Guarantee (**PBG**) in favour of **Registrar, IIT Dharwad**. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days.

4. Payment of Wages to the Workmen

- (a) The caterer will pay the wages for a month to the workmen by 7th day of the succeeding month irrespective of release of payment to him from Registrar, IIT Dharwad. Absentee payment will be made within 2 days of the scheduled payment day.
- (b) The caterer will maintain all registers as required under the relevant acts/rules and shall get inspected by the authorized representative of the institute every month before payment.
- (c) The caterer will issue wage slips and employment cards as per relevant Act.
- (d) The caterer will make payment to his employees either through A/c payee cheque in presence of authorized representative of the institute as directed or through NEFT and produce the necessary documents in proof of payment. The caterer shall obtain signature or thumb impression of the workman on wage roll authenticated by the initials of the contract.
- (e) Wages shall be paid without any deductions except those specified by special order or permissible under the Payment of Wages Act.
- (f) In case of delayed/short supply of manpower, penalty/ liquidated damages @ 0.5% of the payment due for each week of delay or part thereof shall be recovered from the bills of the caterers.
- (g) EPF: The caterer shall deposit both parts of EPF, in the respective accounts of the workmen every month without fail. The caterer shall submit the proof i.e. copies of the challans/statements together with the list of workmen with account numbers and the amounts deposited against each to Accounts Section for processing the bills.

5. **Variation in minimum wages during currency of the contract** Any increase/revision in the minimum wages or in the rates of social security provisions during currency of the contract shall be payable to the workmen. The caterer will make payment to his employees at the revised rates without waiting for a formal confirmation from the institute. The difference in payment shall be paid/recovered by the institute. The caterer shall present the necessary supporting documents to claim the variation.
6. **Safety & Insurance.**
- (a) The caterer shall follow safety procedures in all respects.
 - (b) The caterer will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The caterer should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
 - (c) The caterer will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-up of appropriate medical authority identified by IIT Dharwad. Unfit personnel will not be deployed by the contractor. The expenditure on this effect will be paid by the Caterer.
 - (d) The caterer shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.
7. **Security**
- (a) The caterer and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the caterer at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
 - (b) The security office will maintain register for the caterer's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be.
 - (c) The caterer shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the caterer's persons shall be caterer's responsibility.
 - (d) The caterer will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
 - (e) Institute reserves right to disallow any or all of the caterer's men from being deployed inside the institute campus without assigning any reason.
 - (f) In the event of any damage to the property of the institute or life of its employees and/or their dependents the caterer shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the caterer at market value.

8. **Statutory Obligations**

- (a) The caterer shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
- (i) Contract Labour (Regulation and Abolition) Act 1970
 - (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
 - (iii) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (iv) Minimum Wages Act 1948
 - (v) Minimum Wages (Central) Rules 1950
 - (vi) Employees' Compensation Act 1923
 - (vii) The E.P.F. and Miscellaneous Provisions Act 1952
 - (viii) Employees State Insurance Act 1948
 - (ix) The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the caterer shall be borne by the caterer himself.
- (i) The caterer shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work. The authorized representative shall be entitled to inspect these records at any time.
 - (ii) If a bidding firm/caterer is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarment of the firm, shall be initiated.
- (c) The caterer shall indemnify IIT Dharwad against any litigation arising from violation of statutes, laws and rules during operation of the contract. The caterer shall conduct all legal proceedings as may be necessary without any cost to the Institute. If due to any reason whatsoever, IIT Dharwad management is made liable to pay any liabilities of the caterer under any of the said laws etc; the same shall be recovered from the dues payable by IIT Dharwad to the caterer and/or from the security deposit(s) furnished by him.

9. **Payment to the Caterer(s)**

- (a) Payment to the caterer will be made on monthly basis on presentation of bills along with supporting documents. **In case of any discrepancy in service , bill payment will be withheld till resolution of all issues.**
- (b) Payment to the caterer is liable to be held back if the caterer fails to make payment due to the workmen engaged by him within statutory time period.
- (c) Deductions shall also be made from caterer's bills during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions,** damages, liabilities or for other causes.

10. **General**

- (a) The persons employed by the caterer, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the caterer for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (b) If any employee of the caterer is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the caterer to remove such employee and the caterer shall remove such employee(s) without questioning the decision of the institute.
- (c) The personnel deployed by the caterer will not become member of any trade union of the Institute. If the personnel employed by the caterer indulge in union activities which affect the service obligation of the caterer or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (d) Further, the personnel deployed by the caterer shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit/PBG.
- (e) The personnel deployed by the caterer shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (f) **No housing/accommodation will be provided by the institute to the personnel deployed by the caterer.**

11. **Indemnity Clause.**

The caterer has to execute an indemnity bond stating "The caterer indemnifies IIT Dharwad of any issues arising due to un-hygienic preparation, personal hygiene issues and (or) storage of food, improper usage of ingredients and any such issues that may cause harm to anyone using the mess catering service due to inefficient or faulty operation".

12. **FSSAI Audit Certificate**

In order to strengthen the food safety surveillance, and to ensure food and safety compliance, the caterer has to get the IIT Dharwad mess operation periodically audited as per FSSAI norms in accordance with Food Safety and Standards (Food Safety Auditing) Regulations, 2018 out of his own cost. The audit report has to be presented to the Institute as and when received from the concerned authorities. Failure to submit timely audit report will attract penalty (**Refer Annexure 'G'**)

Information to be submitted along with the bid is as follows: -

Sl. No.	Criterion	Documents to be provided	Yes/NO	Page No.
1	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)		
2	The bidder should be in catering business for not less than Ten (10) years before 30/04/2022 out of which 05 years should be in CFTI (Centrally funded technical institute). Bids of firms which are not in existence / catering business for 10 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.		
3	Bidder should have a minimum annual turnover of Rs 5.0 crore each in last three years <u>exclusively from providing catering services</u> . For this purpose last financial year would be considered as the one ended on 31.03.2022 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.		
4	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2018-19, 2019-20 & 2020-21)	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.		
5	The bidder is required to submit central license of his firm for running canteen / mess obtained under FSSAI act 2006 along-with his technical bid.	Central license for running mess (as per FSSAI act 2006)		
6	Bidder should deploy FoSTAC certified Food Safety Supervisors as per FSSAI recommendation.	CV and Details of the food safetySupervisors, FoSTAC certificate should be attached along with the bid.		
7	Bidder should be registered with Income Tax andGoods & Service Tax departments	a) copy of PAN/GIR Card b) copy of Goods & Service Tax registration certificate in respect of Providing catering Services		
8	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	a) Self Attested copy of the Employee Provident Fund registration letter / certificate. b) Self Attested copy of the Employee State Insurance registration letter / certificate.		
9	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agency or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violationof any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format Annexure-'C'		

11	<p>The bidder must have carried out following catering assignment of minimum indicated value: -</p> <p>a) Three completed annual catering services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost (i.e. Rs.100 lakhs each); or</p> <p>b) Two completed annual catering services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost (i.e. Rs.125 lakhs each); or</p> <p>c) One completed annual catering services costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost (i.e. Rs.200 lakhs).</p>	<p>Certified Work/ Supply Orders /Agreements for award of catering service in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Central & State Educational Institutes of repute. The caterer will have to furnish contact numbers of authorities from concerned organization for verification of successful / satisfactory completion of such catering work.</p>		
12	<p>The bidder should have a registered Office for Catering services at Dharwad/Hubballi. The Office should be registered with the Hubballi Dharwad Shops and Establishment.</p>	<p>Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI). Identification Authority of India (UIDAI) be provided within the stipulated time.</p>		
13	<p>The bidder must participate in the scheduled pre-bid meeting and site visit (Refer NIT). The bidders will be given an opportunity for site visit and understand user requirement on ground, provide inputs and seek clarifications. All such clarifications and inputs are to be preferably send in advance before the scheduled date of pre-bid meeting to osd.cs@iitdh.ac.in.</p>	<p>A roll of attendance of all those attending the pre-bid meeting and site visit, authenticated by suitable IIT Dharwad authority will be published with pre-bid meeting on IIT website. IIT Dharwad reserves a right to technically reject bids received from bidders who have not participated in the pre-bid meeting.</p>		
14.	<p>The bidder must execute the integrity pact.</p>	<p>As per the Annexure "I" attached.</p>		
	<p>Bank details of the firm:</p>	<p>Name of the Account Holder</p>		
		<p>Name of the Bank and Branch</p>		
		<p>Account No.</p>		
		<p>IFSC Code</p>		
		<p>Type of Account (Current/Savings/CC) etc.</p>		
	<p>EPF & ESI registration of the firm</p>	<p>Relevant documents to be attached</p>		

Date:

Signature with Seal of Authorized Signatory Place:

DETAILS OF THE BIDDER / COMPANY

	Name and address of applicant *	
	Telephone No./Fax No./e-mail address	
	Legal status (Attach copies of original document defining the legal status). a) An individual b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
	Particulars of registration with registrar of companies ESI, EPF, Goods & Service Tax etc. (Enclose attested photocopies) a) Registration Number b) Place of Registration	
	Name and title of Directors and officers with designation who will be directly concerned with this work.	
	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
	Any other information considered necessary but not included above.	

* **Complete details of clients of the tenderers must be enclosed with the Technical bid. Clients' addresses, name(s) of contact person(s) with phone numbers must be listed in the enclosure. The Tender Committee may carry out surprise visits to establishments/mess/dining facilities serviced currently by the tenderers for the short-listing process.**

SELF-DECLARATION – NO BLACKLISTING

(Date)

Registrar, IIT Dharwad

Dear Sir,

Ref: Tender for providing Catering Services at Bhoopali Mess at IIT DHARWAD

In response to the Tender Document for providing catering services at Bhoopali Mess at IIT DHARWAD, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization

PRICE BID

	<u>Description</u>	<u>Rate offered (INR)</u>
	Catering Charges Per Day Per Head	

Notes: -

- (a) The bidder is to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the tender document before quoting the rates.
- (b) The rate should be exclusive of GST. GST shall be applicable extra as per the prevalent rate. The quoted rate should be inclusive of all other charges towards successful operation of mess as per terms and conditions of this tender document.
- (c) The bidders are to strictly adhere to the minimum wages (including VDA), ESI, EPF & any other statutory requirement under the prevalent rules applicable for Zone "B" prescribed by Central Ministry of Labour and Employment, Govt. of India. Under no circumstance, the rates payable to manpower being deployed should be lower than the prescribed rates.

Signature of the caterer with seal

Menu (Representational)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST						
IDLI / WADA	KHAMAN DHOKALA/SEV	PANEER/ MIX VEG PARATHA	ONION TOMATO UTTAPUM	PALAK/ METHI/ BHATHUA POORI	MASALA DOSA	ALOO PARATHA / MIX VEG PARATHA
SAMBHAR/ CHUTNEY	CHATNI (GREEN & RED)	CURD	SAMBHAR/ CHUTNEY	BOMBAY SAGU	SAMBAR / CHUTNEY	CURD
MIX SPROUTS	SWEET CORN	GREEN MOONG SPROUTS	BOILED PEANUTS	BLACK CHANA SPROUTS	BLACKCHANA SPROUTS	GREEN MOONG SPROUTS
BOILED EGG	OMLETTE	EGG BHURJI	BOILED EGG	OMLETTE	BOILED EGG	EGG BHURJI
BANANA / CORN FLAKES	BANANA / CORN FLAKES	BANANA / CORN FLAKES	BANANA / CORN FLAKES	BANANA / CORN FLAKES	BANANA / CORN FLAKES	BANANA / CORN FLAKES
B B J	B B J / GREEN + RED CHUTNEY	B B J / PICKLE / KETCHUP	B B J / PICKLE / KETCHUP	B B J / PICKLE / KETCHUP	B B J	B B J / PICKLE / KETCHUP
TEA COFFEE / BOURNVITA / MILK	TEA COFFEE / BOURNVITA / MILK	TEA COFFEE / BOURNVITA / MILK	TEA COFFEE / BOURNVITA / MILK	TEA COFFEE / BOURNVITA / MILK	TEA COFFEE / BOURNVITA / MILK	TEA COFFEE / BOURNVITA / MILK
LUNCH						
LEMON RICE + PLAIN RICE	JEERA RICE	CURD RICE + PLAIN RICE	ONION FRIED RICE+PLAIN RICE	EGG BRIYANI/ VEG BIRYANI	CURD RICE + PLAIN RICE	VEG FRIED RICE
MOONG DAL	CHANA DAL	SABOOT MASUR DAL	DAL PANCHRATNA	MASOOR DAAL	DAL MAKHANI	TOOR DAL
RASAM	SAMBAR	RASAM	SAMBAR	SHEZWAN SAUCE	SAMBAR	MUSHROOM BABYCORN MASALA
CHOLE MASALA/TORAI + CHANA	MUTTER PHUL GOBI MASALA+TINDORA KABULI CHANA DRY	SOYA CHUNKS MASALA+GAWAR SABJI	VEG HYDERABADI /DRY PUMPKIN	DRY CABBAGE MANCHURIAN+BLACK CHANA GRAVY	MUTTER PANEER	EGG CURRY
PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI/ BUTTER ROTI
THANDAAI/BADAM MILK			KOKAM SURBAT	RASNA		MANGO RASNA
CURD	BUTTER MILK	LASSI	CURD	VEG RAITHA	LASSI	CURD
GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES
SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE
RICE PAPAD	ROSTED PAPAD	FRIED PAPAD	MOONG DAL PAPAD	FRYUMS	RICE PAPAD	FRIED PAPAD
EVENING SNACKS						
VEG SANDWICH / FRENCH FRIES	RED SAUCE PASTA/ WHITE SAUCE PASTA	SAMOSA	PAV BHAJI	GIRMIT / PANI PURI (6)	MISAL PAV	KACHORI
CHUTNEY(GREEN +RED)	KETCHUP	CHUTNEY(GREEN +RED)	CHOPPED ONION + LEMON SLICE	CHUTNEY(GREEN +RED)	NAMKEEN/SEV CHOPPED ONION + LEMON SLICE	GREEN AND RED CHUTNEY + ONION CHOPPED
BANANA	SEASONAL FRUITS	CUT FRUITS	SEASONAL FRUITS	CUT FRUITS	SEASONAL FRUITS	BANANA
B . B . J / ELAICHI TEA / COFEE	B . B . J / MASALA TEA / COFEE	B . B . J / GINGER TEA / COFEE	B . B . J / ELAICHI TEA / COFEE	B . B . J / MASALA TEA/ COFEE	B . B . J / GINGER TEA / COFEE	B.B.J / ELAICHI TEA / COFFEE
DINNER						
PLAIN RICE	CORN RICE	ONION MASALA RICE	LEMON RICE	VEG PULAO	VEG FRIED RICE + FRIED NOODELS	JEERA RICE

KHICHADI	PLAIN RICE	PLAIN RICE	PLAIN RICE	MIX DAL	MANCHOW SOUP	CHANA DAAL
KADHI PAKODA + PARVAL DRY	MOONG DAL	DAL PANCHARATNA	DAL TADAKA/ BOONDI RAITHA	PANEER JALFEZI	SOYA CHUNK MASALA	GATTA SABJI + PALAK DRY
	PANEER BUTTER MASALA	PANEER KADHAI	ALOO MUTTER GRAVY +BRINJAL DRY	MIX VEG RAITHA	SCHEZWAN SAUCE	PHULKA ROTI/PLAIN ROTI / BUTTER ROTI
PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	PHULKA ROTI/ PLAIN ROTI / BUTTER ROTI	
GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES	GREEN CHILLI / LEMON SLICES
SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE	SALAD / PICKLE
FRIED PAPAD	MOONG DAL PAPAD	FRYUMS	RICE PAPAD	ROSTED PAPAD	FRIED PAPAD	FRYUMS
BOONDI	ICE CREAM	JALEBI	GAJAR HALWA / SRIKHAND	GULAB-JAMUN	FRUIT CUSTARD (WITH MINIMUM 3 FRUITS)	RASGULLA

Specific details of menu

Breakfast

Item	Frequency	Quantity	Comments
Milk (untoned)	Daily	Unlimited	
Toasted white and whole wheat bread with jam.	Daily	Unlimited	
Butter	Daily	Unlimited	
Tea and Coffee	Daily	Unlimited	
Egg	Daily	2 eggs	
Corn/Wheatflakes/Oats	Daily	1 bowl (25 gr)	

Lunch and Dinner

Item	Frequency	Quantity	Comments
Indian Bread (with or without ghee)	Once per meal	Unlimited	
Plain white rice	Once per meal	Unlimited	
Jeera rice	Once per week	Unlimited	
Pulav/Biriyani	Once per week	Unlimited	
Boiled Egg	Once per week	2 eggs	
Sambar and Curdrice	Once per week	Unlimited	
Dal	Once per meal	Unlimited	As per menu without repetition
Dry Sabji	Once per meal	Unlimited	As per menu without repetition
Vegetable curry	Once per meal	Unlimited	As per menu without repetition
Curd	Once per meal	200 gm	
Masala Papad	Once per meal	Unlimited	
Vegetable salad	Once per meal	Unlimited	With sufficient variation
Drinks	Once per meal	Unlimited	As per menu
Pickle/Chutney	Once per meal	Unlimited	
Fruit/Sweet	Once per day	Fruit 250 gm and Sweets 100 gm	As per menu
Ice Cream	As per Menu	40 – 50 gm	
Extra Item Veg	Once per meal	Registered members only	As per weekly list of extra items
Extra Item Non Veg	Once per meal	Registered members only	As per weekly list of extra items

Tiffin / Snacks

Item	Frequency	Quantity	Comments
Snack as per menu	Daily	Unlimited	
Toasted Fresh white and whole wheat bread with jam	Daily	Unlimited	
Butter	Daily	Unlimited	
Tea and Coffee	Daily	Unlimited	

Note- (10 special meals to be served on special occasions/festival including special luncheon, dinner nights and like. Rate of the special menu will be decided separately and paid separately as that of extra items.)

List of Extra Items

(The items and their indicated Rates are purely representational. The final item list & prices may differ as per the mutual acceptance between Mess Committee & the Caterer)

Non-Veg	Dish	Rate in Rs.
	Chicken Sukkha	70
	Chicken Biryani	90
	Chicken Kolhapuri	80
	Chicken Handi	70
	Chicken Xakoti	60
	Chicken Koliwada	70
	Chicken Kolhapuri	70
	Chicken Hyderabad	70
	Chicken Handi	70
	Chicken Lollipop (4 pcs)	70
	Egg Masala	30
	Egg Biryani	45
	Fish Fry + Curry	60
<u>Veg</u>	Dish	
	Paneer Belle-Pepper	60
	Paneer Manchurian	50
	Veg crispy	45
	Gobi Manchurian	45
	Hara Bhara Kebab	45
	Chilly Paneer Dry	35
	Veg 65	45
	Paneer Tikka	60

Annexure 'G'
List of Penalties / Fine

(The penalty will be deducted out of monthly bill payable to the caterer in case of violation/s)

Violation	Penalty per complaint
Non-availability of complaint register on the counter/discouraging students from registering complaints	Rs.5,000/-
Cockroaches, flies, insect etc., in cooked food	Rs.10,000/-
Usage of spoiled/stale food ingredients eg: Rotten Vegetables, infected grains, expired items etc.	Rs.10,000/-
Poor maintenance/tampering with institute property	Rs.5,000/-
Presence of unwanted items in food: Harmful items like blade, glass, metalwires, nails, Pieces of plastics etc.	Rs.10,000/-
Three or more complaints of unclean utensils in a day/week	Rs.5,000/-
If mess committee in consultation with students in present mess agrees that certain item of a meal was not cooked properly / overcooked / extraspicy / extra oily	Rs.5,000/-
Food poisoning.	Forfeiture of PBG and cancellation of contract
Non adherence to the timings mentioned in the tender or decided with the respective Mess Committee	Rs.5,000/-
Waiting time is more than 15 minutes for lunch and dinner, and 10 minutes for breakfast and Tiffin within timings of mess	Rs.5,000/-
Changes in menu of any meal without permission of mess committee	Rs.5,000/-
Change in menu due to any mess equipment being defective /out of sorts for more than 24 hrs.	Rs.5,000/-
If the quality of milk is not found to be appropriate, or it is diluted.	Rs.5,000/-
Inappropriate personal hygiene of workers including their dress and / or misbehavior by workers etc.	Rs.5,000/-
Failure to maintain a proper health checkup of the workers	Rs.10,000/-
Using / storing brands not mentioned in the contract without prior permission	Rs.5,000/-
Noncompliance with workers Dress Code	Rs.5,000/-
Use of spurious brands, goods or accessories in food preparation / presentation	Rs.10,000/-
Damage to Institute infrastructure over and above cost of repair / replacement (which shall be levied extra)	Rs.5,000/-
Possession or consumption of Tobacco items as mentioned in RFP	Rs.5,000/-
Non submission of periodic FSSAI audit reports as per para 12 of special terms and conditions of RFP	Rs.10,000/-

List of Permissible Brands

<u>Item</u>	<u>Brands</u>
Salt	Tata, Annapurna, Nature fresh
Spices	M.D.H. , Badshah, Everest
Chicken	Godrej Real good, Suguna, Vencob
Ketchup	Maggi, Kissan, Heinz
Refined Oil (Sunflower)	Sundrop, Godrej, Saffola, Fortune, Dhara *** (Use of Hydrogenated Vanaspati oil is prohibited)
Pickle	Mother's, Pravin, Priya, Bedekar, Nilon's
Atta	Ashirvad, Pillsbury, Annapurna
Instant Noodles	Maggi, Top Ramen, Patanjali
Flavoured drinks	Rasna, Roohafza, Tang
Papad	Lijjat, Mother's, Priya
Butter	Amul, Nandini, Mother Dairy
Bread	Britannia, Big Bread
Cornflakes	Kellogg's, Quality, Tops, Nestle
Jam	Kissan, Maggi, Delmonte,
Ghee	Amul, Britannia, Nandini, Sphurti
Shrikhand	Amul, Warana, Sphurti
Frozen yogurt	Nandini, Sphurti, Amul
Cow Milk	Amul, Nandini *(Shubham), Sphurti, Warana, Nandini, Krishna
Paneer	Amul, Nandini, Warana, Sphurti, Krishna
Tea	Red Label, Tata, Taj Mahal, Kannan devan
Coffee	Nescafe, Bru, Sunbean
Ice Cream	Amul, Vadilal. Natural's, Kwalitiy, Arun
Soya	Nutrella, Fortune, High Meal-maker
Frozen Peas	Safal (offseason), McCain, Watties
Cheese	Amul, Britannia, Motherdairy
Kolum Rice	Royal, Donur
Basmati Rice for special rice	Everyday, Daawat, Devaaya,
Custard Powder	Brown & Polson, Pillsbury, Birds
Handwash	Lifebuoy, Dettol, Godrej - (non-diluted)

INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

- 1.0 Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
- 2.1 The non-judicial stamp papers are to be purchased in the name of the Bidder or **EMPLOYER** and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:
- "This stamp paper is an integral part of the Integrity Pact executed by us**
- Providing Catering Services at Bhoopali mess at IIT Dharwad, File No. IITDH/CS/2022-23/BM/02.**
- 2.2 In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head: Not Applicable
- 3.0 Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
- 4.0 All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- 5.0 Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
- 6.0 The Bidder shall not change the contents of the Integrity Pact.
- 7.0 Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

**Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.
(These are instructions for execution and does not form part of the Integrity Pact)**

INTEGRITY PACT

Between

IIT DHARWAD

hereinafter referred to as

"EMPLOYER",

and

(

_____)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

EMPLOYER intends to award, under laid-down organizational procedures, contract(s) for **providing Catering Services at Bhoopali mess at IIT Dharwad at IIT Dharwad**. EMPLOYER values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, EMPLOYER and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of EMPLOYER

- (1) EMPLOYER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of EMPLOYER, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) EMPLOYER will, during the tender process treat all Bidder(s) with equity and fairness. EMPLOYER will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) EMPLOYER will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Chairman and Managing Director obtains information on the conduct of any employee of EMPLOYER which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
- a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to EMPLOYER, or to any of EMPLOYER's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of EMPLOYER.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, EMPLOYER may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, EMPLOYER may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, EMPLOYER may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If EMPLOYER has disqualified the Bidder from the tender process prior to the award under Section III, EMPLOYER may forfeit the Bid Guarantee under the Bid.
- (2) If EMPLOYER has terminated the contract under Section III, EMPLOYER may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

- (1) EMPLOYER will enter into agreements with identical conditions as this one with all Bidders.
- (2) EMPLOYER will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If EMPLOYER obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if EMPLOYER has substantive suspicion in this regard, EMPLOYER will inform the Chief Vigilance Officer (CVO).

Section VIII - Independent External Monitor/Monitors

- (1) EMPLOYER has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Chairman-cum-Managing Director, EMPLOYER, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, EMPLOYER, giving joint findings.
- (2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum-Managing Director, EMPLOYER.
- (3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of EMPLOYER related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (4) EMPLOYER will provide to the IEM information as sought by him which could have an impact on the contractual relations between EMPLOYER and the Bidder/Contractor related to this contract.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, EMPLOYER and request the Chairman-cum-Managing Director, EMPLOYER to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to EMPLOYER and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to EMPLOYER.
- (6) The IEM will submit a written report to the Chairman-cum-Managing Director, EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by EMPLOYER and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the IEM has reported to the Chairman-cum-Managing Director, EMPLOYER, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman-cum-Managing Director, EMPLOYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (8) The word '**IEM**' would include both singular and plural.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of EMPLOYER. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.

- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the IEM in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 (For & On behalf of EMPLOYER)
 (Office Seal)

 (For & On behalf of Bidder/Contractor)
 (Office Seal)

Place: _____

Witness 1 : _____
 (Name & Address)

Date: _____

Witness 2 : _____
 (Name & Address)

