



॥ सा विद्या या विमुक्तये ॥

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Indian Institute of Technology Dharwad

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**TENDER FOR PROVIDING CATERING SERVICES AT
PERMANENT CAMPUS AT IIT DHARWAD**

Tender No.: IITDH/CS/2023-24/MESS/PC/04

Notice Inviting Tender (NIT)

(E-PROCUREMENT MODE ONLY)

Indian Institute of Technology Dharwad (IIT Dharwad) invites online bids (e-tender) in two bid system from reputed, experienced, and financially sound parties.

| | | |
|---|---|--|
| 1 | Date of Tender Publishing on website | 26.12.2023 |
| 2 | Pre-bid meeting at IIT Dharwad (<u>Attending pre-bid meeting is a mandatory condition for participating in this tender.</u>) <u>Site visit (for those who are attending offline) will be arranged.</u> | ONLINE / OFFLINE MODE 03.01.2024 at 1100 hrs (Bidders must send their email ids to cs.office@iitdh.ac.in by 11:00 hrs PM on or before 02.01.2024) notifications received at a later date and time will be summarily rejected) |
| 3 | Bid submission Start date and time | 05.01.2024 and 1100 hrs |
| 4 | Last Date and Time for Submission of Bids/Tender | 17.01.2024 upto 1100 hrs |
| 5 | Opening of Technical Bid | 18.01.2024 at 1130 hrs |
| 6 | Estimated tender value | Rs. 3 Crore |
| 7 | EMD | Rs 9,00,000/- (@ 3% Of Estimated Tender Value. (Exemption for NSIC & MSME) |
| 8 | Schedule of Opening Commercial Bids | Schedule for opening of Commercial Bid will be notified on CPPP. |

The Tender Document can be downloaded from **Central Public Procurement (CPP) Portal** <http://eprocure.gov.in/eprocure/app> and bid is to be submitted online only through the same portal up to the last date and time of submission of tender.

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.

1. GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and should be submitted ONLY through the same website. The bid will remain valid for 180 days from the date of opening of the financial bid as prescribed by IIT Dharwad. A bid valid for a shorter period shall be rejected, being non-responsive.

1.1 INSTRUCTION TO THE BIDDERS

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal. The registration is completely free of charge.
- ii. Possession of a valid Class II/III DSC in the form of smart card / e-token is a prerequisite for registration and participating in the bid submission activities. DSCs can be obtained from the authorised certifying agencies recognised by CCA India (e.g. Sify/TCS/nCode/eMudhra, etc.).
- iii. Bidders are required to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others which may lead to misuse.
- v. The Bidders are required to login to the site through the secured login portal by entering their respective user ID/password and the password of the DSC.
- vi. The CPP portal also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for reference.
- vii. Any queries related to the process of online bid submission or queries related to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk.

1.2 ONLINE BID SUBMISSION PROCEDURE

SET-1: This set of documents should comprise the following files that are necessary for the technical evaluation of the bidding Agency:

- i. **FILE-1:** Scanned copy of Annexure-1 (Statutory Documents) along with all the supporting documents as a single PDF file (name this file as **AnnexureA.pdf**).
- ii. **FILE-2:** Scanned copy of Annexure-2 (Self Certification) along with supporting documents (if any) as a single PDF file (name this file as **AnnexureB.pdf**).
- iii. **FILE-3:** Scanned copy of Annexure-3 (Work Order Details) along with supporting documents as a single PDF file (name this file as **AnnexureC.pdf**).
- iv. **FILE-4:** Scanned copy of Annexure-4 (Annual Turnover Details) along with supporting documents as a single PDF file (name this file as **AnnexureD.pdf**).
- v. **FILE-5:** Scanned copy of any other relevant documents as a single PDF file (name this file as **AnnexureE.pdf**).

SET-2: This set should comprise the following files that are necessary for the financial evaluation of the bidding Agency:

1. **FILE-6:** Scanned copy of the Financial Bid as per **Annexure-5** filled with all relevant information as a single PDF file (name this file as **AnnexureF.pdf**).

1.3 BID OPENING

- i. Technical Bids will be opened on the said date and time.
- ii. Financial Bids of the eligible bidders will be opened on a later date. The date and time for the opening of Financial Bids will be announced later through CPPP.
- iii. Bids will be summarily rejected if the tenders are submitted other than through online mode within the stipulated date/time.

2. BID EVALUATION PROCESS

Institute will evaluate the responses of the Bidders. The Institute shall evaluate the responses to the tender document and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. Incomplete/wrong supporting document/documentary evidence shall be treated as non-responsive and shall be rejected.

The decision of the Institute in the evaluation of responses to the tender document shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee. The Institute may ask for meetings with the Bidders to seek clarifications on their bids. The Institute reserves the right to reject any or all bids on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender document.

CRITERIA FOR EVALUATION

A. Pre-Qualification (PQ) Criteria

| <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 five (5) years before 31-03-2023. <i>Bidders should have experience</i> in large reputed educational institutions, preferably, IITs, NITs, IIITs, IISERs, Central Universities / PSUs / Public Sector Companies / Public Listed Companies / Educational Institutions of repute. Bids of firms which are not in existence/catering business for 5 years as mentioned above shall not be considered. The numbers of diners must be at least 600 for one year in at least one Institute. | Work order with satisfactory and completion certificate issued by the competent authority. |
| 3 | Bidder should have a minimum average annual turnover of 3 crores in any three years out of five FYs, exclusively from providing catering services (FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-23). For this purpose, the last financial year would be considered as the one ended on 31.03.2023 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. In case of failure to submit aforesaid document, bids will not be considered. |
| 4 | The bidder is required to submit license of his firm for running canteen / mess obtained under FSSAI act 2006 along-with his technical bid. | license for running mess (as per FSSAI act 2006) |

| | | |
|----|--|---|
| 5 | 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. |
| 6 | 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 |
| 7 | 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. |
| 8 | The bidder or any of its partners/ directors etc. should not have been black listed/ debarred by any of the government caterer 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-'2' |
| 9 | Out of the 05 years required experience mentioned in point no. 2, 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; or (b) Two completed annual catering services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost; or (c) One completed annual catering services costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost | Certified Work/ Supply Orders /Agreements for award of catering service in support of past orders / contracts of institutional catering in large reputed educational institutions, preferably, IITs, NITs, IIITs, IISERs, Central Universities / PSUs / Public Sector Companies / Public Listed Companies / Educational Institutions 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. |
| 10 | The bidder must open a registered office in Dharwad at the time of award of contract so as to attend to IIT Dharwad calls within 30 Minutes and resolve the issues if any at the earliest. The Office should be registered with the Hubballi Dharwad Municipality Corporation (HDMC)/Labour Commissioner office or it should be registered under the | 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). of contract (Annexure-11) be provided within the stipulated time. |

| | | |
|----|---|--|
| | Karnataka Shops and Commercial Establishment act, 1961. | |
| 11 | Participation of prospective bidder in Pre-bid meeting is mandatory, which will be held in both online as well as offline mode on same date, to understand user requirement on ground, provide inputs and seek clarifications. Offline participants will be given an opportunity for site visit. All such clarifications and inputs are to be preferably send in advance before the scheduled date of pre-bid meeting to cs.office@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. |
| 12 | The bidder must execute the Integrity pact . | As per the Annexure -10 attached. In case of failure to submit the document or incomplete/ faulty documents, bids will not be considered. |

B. Technical Evaluation Criteria

Bidders who meet the pre-qualifications requirements would be considered as qualified to move to the next stage of Technical evaluation. Bidders, whose bids are responsive based on Pre- Qualification Criteria and score at least **70% Marks** in Technical Evaluation (**Stage-1 + Stage-2**) in the following scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders shall be opened.

Stage - 1

| Stage-1 | | | | |
|---------|---|------------------|-------|---------------|
| S.No. | Criteria | Marks Breakup | Marks | Maximum Marks |
| 1. | Number of years of experience as mentioned in page no. 5 under the clause 2 of per qualification criteria as per the tender clause | 5 years | 10 | 15 |
| | | 6 years | 11 | |
| | | 7 years | 12 | |
| | | 8 years | 13 | |
| | | 9 years | 14 | |
| | | 10 years or more | 15 | |
| 2. | Number of similar work orders as per the tender clause (one 80% of estimated value or two 50% of estimated value or three 40% of estimated value will be counted as one.) | One | 10 | 15 |
| | | Two or three | 12 | |
| | | More than three | 15 | |
| 3. | Total number of Manpower | More than 30 | 10 | |

| | | | |
|--|-------|---|-----------|
| employed. | 25-30 | 8 | 10 |
| | 20-25 | 6 | |
| | 15-20 | 4 | |
| | 10-15 | 2 | |
| Total of Stage-1 | | | 40 |
| Note: Bidders who score minimum 70% marks at this stage will be considered eligible for next stage of evaluation. | | | |

Stage - 2

This stage involves scrutinizing the quality of the bidding Agency based on the feedback received about the Agency from their current/previous customers. A total of 30 marks will be assigned in this stage by the Committee. The marks assigned will be based on (some or all of) the following means:

- a. Independent feedback collected by the Evaluation Committee after a rigorous discussion (via. physical visit and/or by online means) with the bidding Agencies' current/previous customers.
- b. Site visit to the bidder's existing work premises.

In particular, the feedback-based evaluation of the bidding Agency will be based on the following Quality of Service (QOS) attributes.

| Stage 2 | | | | |
|---|--|---|----|-----------|
| 1. | Presentation | Bidder must give a presentation pertaining to tender, center points for which will be clarified in the pre-bid meeting. | 10 | 10 |
| 2. | Site Visit | Food taste and service | 5 | 15 |
| | | Cleanliness and hygiene | 5 | |
| | | Quality control practices | 5 | |
| 3. | Feedback of the firm from previous contracts | Very Good | 5 | 5 |
| | | Good | 4 | |
| | | Fair | 3 | |
| | | Poor | 2 | |
| Total of Stage-2 | | | | 30 |
| Total marks of Stage-1 and Stage-2 (M-1) | | | | 70 |

Total Marks M= M1+M2

C. Financial Evaluation

- (a) The Financial bids of technically qualified bidders shall be opened after completion of Technical Evaluation.
- (b) **Minimum Reasonable Cost (MRC):** For evaluation of commercial bids, IIT Dharwad will ascertain a **range of 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. It must be noted that any prospective bidder quoting less than or more than the range of Minimum Reasonable Cost will be rejected as an unreasonable quote (e.g. suppose if MRC range is Rs 90 to Rs. 100/-. Bids acceptable should be Rs 90/- or more and 100 or less. Bids with Rs 89.99 or less and 100.01 or more are not acceptable).
- (c) **The MRC will be finalized by the duly constituted committee of the Institute after closing of the bid submission date. Range of MRC finalized by the IIT Dharwad Shall only be disclosed at time of Commercial opening/evaluation.**
- (d) If price quoted by the bidder is found less or more than the range of MRC (Minimum Reasonable Cost), then the bid will be rejected as on unreasonable quote. Therefore, price quoted by the bidders within the range of MRC shall only be considered for calculation of financial score as per the QCBS method.
- (e) 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 -5 shall be considered non-responsive and is liable to be rejected.**

D. Final Evaluation: Quality and Cost Based System (QCBS)

The final evaluation shall be based on **Quality and Cost Based System (QCBS)**. The weightage for Technical and Financial criteria are 70% and 30%, respectively. The final evaluation of bids shall be as per the following table:

| Criteria | Score | Weighted Percentage | Weighted Score |
|-----------|-----------------------|---------------------|----------------|
| Technical | Technical Score | 70% | X |
| Financial | (LPO/PO) * 100 | 30% | Y |
| | Final Technical score | | (X+Y) |

Note: LPO – Lowest Price Offer amongst all Qualified Bidders; PO-Price Offer of the Bidder in question. Weighted Score will be adjusted to two decimal places.

The Bidder with the highest total score will be considered as Lowest One (L1).

In case of a tie between two or more bidders, following tie breaker modes shall be adopted by the Institute.

- i. The bidder with the higher technical score will be identified as L1.
- ii. If there is a tie again, Bidder having longer experience in providing catering services as per pre-qualification criteria shall be considered as Lowest One (L1).
- iii. If there is a tie again, the bidder with the higher average annual turnover in last 3 years will be identified as L1.

E. Purchase Preference:

Micro and Small Enterprises (MSEs):

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) *for goods produced and services rendered*, may be provided purchase preference vide Public Procurement Policy for MSEs Order 2012 dated 23.03.2012, as amended from time to time.

3. **The tender for providing Catering Services at permanent campus of IIT Dharwad shall initially be awarded for a period of one year from date of award of contract.** However, the contract may further be extended for a period of maximum two years on yearly basis (overall maximum 3 years from date of award of tender) on mutual agreement subject to providing of satisfactory services 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.
4. For any query/Clarification please contact IIT Dharwad during working hrs./ days at cs.office@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.
5. 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 is mandatory either via online or offline mode and site visit is optional. Only those firms who will attend the Pre Bid meeting (either through online or offline mode) are only eligible to participate in the Tender.** Please be present in the Conference Room of IIT Dharwad, Permanent 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 Permanent Campus Mess IIT Dharwad.
6. The detail of information to be provided along-with bid, sample menu, tentative penalties, permissible consumables and other instructions are appended at **Annexure 1 - 12** to this document.
7. This procurement will be governed by Integrity Pact, which will be monitored by following Independent External Monitors (IEMs):

Shri Anil Kumar Ganeriwala, ITS (Retd.)
J-65 , 2nd floor , Saket,New Delhi-110017
e-mail : anilganeriwala86@gmail.com

Shri Jagdish Rai Garg,DG(Pers)(Retd.)
H No. 1156, Sector 12A, Panchkula-134112
e-mail : jr.garg@yahoo.com

8. The bidder signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in this matter.
9. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle the dispute through mediation before the panel of IEMs in the time bound manner.

If required, the organization may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fee/expenses on dispute resolution shall be equally shared by the both parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

10. NOTIFICATION OF AWARD

The successful Bidder will be notified that its bid has been accepted. 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 Ten percent (10%) 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.

11. SCOPE OF WORK

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

11.1 General Overview of the service: -

IIT DHARWAD currently operates from WALMI (Water and Land Management Institute) Campus and permanent campus with various facilities. In order to cater to messing requirements of the inmates of the campus, two messes are being operated at the both campus at present. This tender document provides for the requirement of **Catering Services at Permanent Campus of IIT Dharwad** to the entire satisfaction of the Institute authorities which shall include the following: -

- i. 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.
- ii. 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 8**). 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 |

- iii. The **approximate strength** of mess members during regular semester (January to April and mid-July to November) is **approximately 600**. The numbers during summer and winter vacations messing is around 40. This may vary based on a number of summer/winter courses offered.
- iv. The caterer will maintain a record of personnel being served on a daily basis with proper authentication for the purpose of accounting and billing. 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.

- v. **Mess Card management:** Bidder shall provide mess card to each student which will be mandatory for availing mess services. Details of students will be provided by the Institute to the bidder for issuing mess cards ; and the information for availing mess services based on rebate forms.
- vi. Bidder is required to provide the paid services for any official event at IIT Dharwad as per the instruction of the Institute.
- vii. **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. Note that the set of cooks, manager, supervisor, executive chef in the first/second shift cannot be used in the second/first shift. Details are as follows: -

| Staff Category | Number Of Staff To Be Employed Per Shift (On A Two-Shift Basis) | Preferable Color Of Uniform |
|-----------------------------|---|-----------------------------|
| Manager | 1 | WHITE |
| Supervisors | 2 | WHITE |
| Executive Chef | 1 | WHITE |
| Cooks | 1 For Every 125 Students | BROWN |
| Food Counter Staff | 4 per counter | MAROON |
| Helpers | 1 For Every 125 Students | BLUE |
| Cleaner/Washer | 1 For Every 150 Students | BLUE |
| Safaiwala | 2 for Every 500 students | BLUE |
| Serving staff | 1 For Every 90 Students | BLUE |
| Cash Counter | 2 | PINK |
| Composter handling | 1 | Brown |
| 1st Shift | 0600 hrs to 1400 hrs | |
| 2nd Shift | 1400 hrs to 2200 hrs | |

- viii. Mess manager (**Should have Master Degree 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 / at least 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.
- ix. 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.

- x. 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.
- xi. 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.
- xii. 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.
- xiii. 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-8**).
- xiv. The caterer shall carryout **regular medical check-up twice in a semester (once in the beginning and second in the middle of the semester) from the authorized doctor of the Institute** for all manpower deployed at Institute at own cost, so as to ensure medical fitness of all such manpower while at mess operations.
- xv. **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.**
- xvi. 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.
- xvii. 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.
- xviii. 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.

- xix.** In addition to the regular diners (i.e., hostellers), the Caterer needs to provide breakfast, lunch, evening snacks and dinner to Institute guests, employees and day scholars on demand subscription for which the employee will settle the bills directly. Means for making digital payment (via card, UPI, etc.) for settlement of bills should be made available at all times by the caterer.
- xx.** The Caterer should ensure that sufficient number of extra items are prepared for each day. In particular, the Caterer should be skillful in estimating the number of extras that the diners may demand on a given day. Note that it is not necessary for students to make any prior booking for an extra item. The Caterer must also be prepared to cook and serve extra items on demand basis
- xxi.** On special occasions, the menu to be prepared by the Caterer will be suggested by the Mess Committee.
- xxii.** Caterer will ensure that at least one Supervisor will always be present during breakfast, lunch, evening tea/coffee, and dinner. It is desirable that the supervisor continues at least for one semester. In case of any change, the Institute should be informed well in advance.
- xxiii.** The Caterer must provide the service throughout the contract period without closing the dining hall on any day unless instructed by the Mess Committee.
- xxiv.** The quality of food will be inspected item wise by the Institute frequently and the mess vendor shall not deny access for such inspections. Institute has the right to take samples of all material used in cooking and check the same for quality at recognized laboratories/institutions. Further, the store and kitchen of the Caterer can also be inspected by Institute so as to ensure that only the brands allowed are being used. In case any violation is found, Institute reserves the right to impose a financial penalty. Upon repeated violation, Institute holds the right to cancel the contract.
- xxv.** Use of plastic teacups and plastic carry bags is discouraged and the Caterer shall use environment-friendly material only for serving coffee/tea, packing and carrying the food items.
- xxvi.** Food should also be served at the designated places in the campus as and when required/ordered.
- xxvii.** In the event of Institute implementing automated dining entry, the Caterer will be responsible for maintaining the system, generating mess bills of the students, and ensuring that the students have scanned entry to dining hall.
- xxviii.** The vendor will ensure that no instance of fire or accident takes place and no injury to any of its employee or that of the Institute occurs. If such incidents occur, the vendor will be responsible for fulfilling the loss occurred. The Institute shall neither be liable for any damages, nor be under any obligation to inform the applications of the grounds for the same. Damage here means to property or individuals.

- xxix. The Caterer will ensure that its employees are free from any communicable diseases. The Caterer/its staff/its nominee will not be permitted to stay overnight in the Institute's premises under any circumstances.
- xxx. The Caterer will ensure separate menu/staff meal for its employees/staff working in the dining hall. The Caterer will not be permitted to franchise the services to any other party. The Institute is not bound to provide any mode of transport in respect of men or material required for the Caterer.
- xxxi. Any changes to the mode of operation (e.g., mess menu, timings etc.,) will require the prior permission of Institute.
- xxxii. The Students who go on leave and do not dine during a specific period are eligible to get rebate from the mess bill. Students who wish to get rebate in the mess bill shall notify his/her period of absence from the mess to the Home office, which approves the same and sends a list of exempted students to the Caterer by email. Caterer will not be paid for the notified days of absence by the student. The Caterer shall be responsible for ensuring that the students who are given rebate are not allowed to dine during the period of the said absence. Minimum number of days that a student is eligible to avail the mess rebate at a stretch is THREE days. However, students who are unwell due to medical reasons are not bound by the number of rebate days.
- xxxiii. In the face of unexpected calamities such as pandemics or disasters beyond the control of the Institute, the Caterer will continue mess operations, within due reason, unless the number of diners in the mess is unreasonably low. A revised rate or a reduced menu may be negotiated under these circumstances.
- xxxiv. The Caterer will liaise with the Institute and report on a regular basis about all the activities of the mess service. The Caterer shall extend full co-operation.
- xxxv. Caterer must store food samples as per safety standards and testing.
- xxxvi. Caterer shall be responsible for cleaning grease and oil trap and gird chamber upto first manhole on daily basis.
- xxxvii. Caterer shall be responsible for the collection of food wastes generated from mess on daily basis and will dispose in composter machines located near the mess block. Operation and handling of composter machines shall be responsibility of the caterer.
- xxxviii. **Water and Electricity Charges: The Institute shall provide the electricity, water and other facilities on a chargeable basis @ Rs. 28/- per student per month which is to be recovered from the monthly bill of the caterers. Wastage of water and electricity must be avoided.**

11.2 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 -8**).

- (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-8**).

11.3 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. Mess Dining area must be thoroughly cleaned after each meal.
- c. Caterer shall make necessary provision of sufficient Liquid soap for hand wash, clean towels, along with other measures as advised by the Institute Authorities.
- d. Mess workers should be provided the necessary training in consultation with Institute authorities so as to maintain the highest possible standard of hygiene.
- e. 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.
- f. 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. The consumption of alcohol inside institute campus is strictly prohibited. Violation will attract penalty.

11.4 Daily functioning of the mess: -

- a. Sample menu is placed at **Annexure '6'**. 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. The mess committee has right to change the menu according to the wish of students with the mutual consent from both parties with a notice period of 2 weeks. The caterer should be flexible to provide the required changes in the menu.

- b. Provision of food for sick students: -
- i. Caterer shall be informed 06 hrs in advance to provide food for sick students.
 - ii. By default, food for the sick students consists: a less spicy daal, Khichdi, Dalia, Curd, curd rice, milk etc. Fruits and boiled vegetables etc as advised by doctor (except in emergency). This will be provided in lieu of the regular food.
 - iii. Mess committee has the authority to change the default food mentioned above.
 - iv. Food will be given to the students' room in the appropriate lunch boxes on advise of doctor.
- c. 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.
- d. The caterer shall make provision for paid extra items in addition to the regular menu based on consultation with Mess Committee. The representational list of items required to be made available with specific meal is placed at **Annexure -7**. 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.

12 SPECIAL TERMS AND CONDITIONS

12.2 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.

12.3 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.

12.4 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 authorized rep. of the institute.
- (d) Caterer shall not change any employee without consent of the authorized 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 caterer / firm / company will have to **deposit a refundable interest free Bank Guarantee of Rs.30,00,000/-** (10% 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**)/FDR 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.

12.5 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 IIT Dharwad.
- 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.
- h. ESIC: The caterer *shall* deposit both employee and employer's contribution of ESIC, in the **respective individual** accounts of the staff with in 15th of every month without fail.

12.6 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.

12.7 Safety & Insurance.

- i. The caterer shall follow safety procedures in all respects.
- ii. 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.
- iii. 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.
- iv. 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.

12.8 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.
- g. The staff should wear proper uniform.
- h. The workmen should abide and follow the rules and regulation of the institute.

- i. Caterer shall abide by the safety code provisions as per safety code framed from time to time by the Government.

12.9 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 debarring 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.

12.10 Payment to the Caterer(s)

- (a) Payment to the caterer will be made on a monthly basis on presentation of bills along with supporting documents after recommendation of the Competent Authority. **In case of any discrepancy in service, bill payment will be withheld till resolution of all issues.** 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.
- (b) Deductions shall also be made from caterer's bills during implementation of the contract that may be become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.

12.11 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 misbehavior, 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 caterer 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.**

12.12 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".

12.13 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 -8**)

12.14 Vacation of Premises

The Caterer shall give vacant possession of the facilities/premises made available to the Caterer by IIT Dharwad and return all furniture, fixture, equipment and other items made available by IIT Dharwad in good condition after the contractual period is over or if the contract is earlier terminated. Handing over of the vacant possession of the premises and equipment etc, shall be affected within 5 days of the completion of the period of contract or termination of the contract. If the Caterer fails to do so, the Institute shall be free to take possession of the premises by opening the lock(s), if necessary, and make out an inventory of all furniture material and equipment and shall be free to deduct from the Caterer's bill(s) or Performance Bank Guarantee, any item found to be missing at the replacement cost of the material/equipment, furniture etc., given to the Caterer by the institute.

12.15 Quantum of Work

The scope of work given is approximate only and may vary in the actual course of execution. The Caterer is, therefore, advised to quote very carefully. No claim for the compensation from the Caterer shall be entertained due to any variation in quantities (irrespective of the quantum of variation) of the various items of food or deletion of any item(s) of food. The rates shall be firm during currency of the contract.

12.16 Force Majeure

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

12.17 Other Conditions

- a) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
- b) IIT Dharwad reserves the right to relax/amend/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.
- c) Conditional tenders shall not be considered.
- d) IIT Dharwad reserves the right to modify/change/delete/add any further terms and conditions prior to issue of the work order.
- e) IIT Dharwad may issue a corrigendum to tender documents before the due date of Submission of the bid. The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by IIT Dharwad. The bidder is not supposed to incorporate the amendment in the body of the tender document.

12.18 Arbitration. All disputes, differences, claims and demands arising under or pursuant to or touching the agreement shall be referred to the sole arbitrator to be appointed by the Institute. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Dharwad, Karnataka. It is clarified that Civil court shall have no jurisdiction to entertain any such disputes.

12.19 Jurisdiction of Courts. In all matters and disputes arising hereunder, the appropriate Courts at Dharwad Karnataka only shall have jurisdiction to entertain and try them.

**STATUTORY DOCUMENTS
(TO BE PROVIDED ON THE LETTERHEAD OF THE AGENCY)**

| | | |
|--|-------------|--|
| Name of the Party | | |
| Date of Incorporation / Establishment | | |
| PAN Number | | |
| Sales / Service Tax Registration Number | | |
| Registered Office Address | | |
| Documents as per Section 2 under pre-qualification criteria , point no. 4 | | |
| Documents as per Section 2 under pre-qualification criteria, point no. 5 | | |
| Documents as per Section 2 under pre-qualification criteria, point no. 7 | | |
| Documents as per Section 2 under pre-qualification criteria, point no. 10 | | |
| Documents as per Section 2 under pre-qualification criteria, point no. 11 | | |
| Documents as per Section 2 under pre-qualification criteria, point no. 12 | | |
| Authorised Signatory Details | Name | |
| | Designation | |
| | Email | |
| | Phone | |
| Details of Contact other than Authorized Signatory | Name | |
| | Designation | |
| | Email | |
| | Phone | |
| Remarks: Valid supporting documents are to be attached along with this Annexure. | | |

Signature with Seal of the Bidder:

Name in Block Letter:

Designation:

Contact no.

Date:

Full Address:

SELF-DECLARATION - NO BLACKLISTING

(Date)

Registrar, IIT Dharwad

Dear Sir,

Ref: Tender for providing Catering Services at Permanent Campus Mess at IIT DHARWAD

In response to the Tender Document for providing catering services at Permanent Campus 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

WORK ORDER DETAILS
(TO BE PROVIDED ON THE LETTER HEAD OF THE AGENCY)

| S. No. | Evaluation Criteria | Name of the Client | Order No. and Date | Amount of the work order (INR) | Number of Diners | Remark |
|---------------|---|---------------------------|---------------------------|---------------------------------------|-------------------------|--|
| 1 | List of Work Orders where similar type of Work(s) executed by the Agency during last 5 years as on the date of publication of this tender | | | | | Valid supporting documents are to be attached along with this Annexure. Satisfactory performance certificate should also be attached with this annexure |
| 2 | Submission of minimum 05 years' in large reputed educational institutions, preferably, IITs, NITs, IIITs, IISERs, Central Universities or Government clients / PSUs / Public Sector Companies / PSBs / Central & State Educational Institutes of repute. (Work orders should be attached) | | | | | |
| 3 | At least one similar work of a minimum 80% of the estimated volume (INR) (OR) Two similar completed works of at least 50% of the estimated volume (INR) (OR) Three similar completed works of at least 40% of the estimated volume (INR) | 1. | | | | |
| | | 2. | | | | |
| | | 3. | | | | |

Signature with Seal of the Bidder:

Name in Block Letter:

Designation:

Contact no.

Date:

Full Address:

ANNUAL TURNOVER DETAILS
(TO BE PROVIDED ON THE LETTER HEAD OF THE AGENCY)

| Evaluation Criteria | | | Remarks |
|--|----------------|-----------------|--|
| Bidder's Annual Turnover for last any three financial years out of five FYs. from similar catering services. | Financial Year | Turnover in Rs. | |
| | | | To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp. |
| | | | In case of failure to submit aforesaid document, bids will not be considered. |
| | | | |

Signature with Seal of the Bidder:

Name in Block Letter:

Designation:

Contact no.

Date:

Full Address:

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 with Seal of the Bidder:

Name in Block Letter:

Designation:

Contact no.

Date:

| MENU(REPRESENTATIONAL) | | | | | | |
|---------------------------------------|--------------------------------|------------------------------|--------------------------------|-----------------------------|---------------------------------|-------------------------------|
| BREAK FAST (07:30- am To 09:30 am) | | | | SUNDAY ONLY 09.45 | | |
| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| POHA | UTAPPAM | GRILLED CHEESE VEG SANDWICH | IDLI / WADA | BHATURE | MASALA DOSA | ALOO PARATHA |
| SEV / NAMKEEN | SAMBAR / CHUTNEY | TOMATO SAUCE / GREEN CHUTNEY | SAMBAR / CHUTNEY | CHOLE | SAMBAR / CHUTNEY | CURD |
| BOILD SWEET CORN | BOILED PEANUTS | CHANA MASALA (ONION TOMATO) | BLACK CHANNA SPROUTS | GREEN MOONG | MADKI SPOURTS | GREEN MOONG SPROUTS |
| OMLETTE | BOILD EGG | EGG BHURJI | OMLETTE | BOILED EGGS | BOILED EGG | BOILED EGG |
| BANANA / CORN FLAKES | BANANA / CORN FLAKES | BANANA / CORNFLAKE S | BANANA / CORN FLAKES | BANANA / CORN FLAKES | BANANA / CORN FLAKES | BANANA / CORN FLAKES |
| B B J / PICKLE | B B J / PICKLE | B B J / PICKLE | B B J / PICKLE | B B J / PICKLE | B B J / PICKLE | B B J / PICKLE |
| COFFEE /BOURNVITA / MILK | COFFEE /BOURNVITA / MILK | COFFEE /BOURNVITA / MILK | COFFEE /BOURNVITA / MILK | COFFEE /BOURNVITA / MILK | COFFEE /BOURNVITA / MILK | COFFEE /BOURNVITA / MILK |
| LUNCH (12:30pm To -02: 30pm) | | | | | | |
| CURD RICE | ONION FRIED RICE | CURD RICE | LEMON RICE | VEG BRIYANI | JEERA RICE | VEG PULAV |
| PLAIN RICE | PLAIN RICE | PLAIN RICE | PLAIN RICE | EGG BRIYANI | **** | **** |
| MOONG DAL | ARHAD DAL | MASOOR DAL | DAL PALAK | VEG RAITHA | DAL TADKA | BOONDI RAITHA |
| RASAM | SAMBHAR | RASAM | SAMBHAR | **** | SAMBHAR | CURD |
| TOORAI CHANA DRY | GOBI MUTTER RASEWALA | CABBAGE CAPSICUM DRY | BHINDI FRY (HALF CUT) | MIX VEG CURRY | GAWAR SUBJI | DAL MAKHNI |
| MALAI KOFTA | MOONG MASALA DRY | MANCURIY AN GRAVY | SOYA CHUNKS DRY | **** | ALOO MUTTER | EGG CURRY |
| PLAIN ROTI / FULKA ROTI | PLAIN ROTI / BUTTER ROTI | PLAIN ROTI / BUTTER ROTI | PLAIN ROTI / BUTTER ROTI | PLAIN ROTI / BUTTER ROTI | PLAIN ROTI / BUTTER ROTI | MIX VEG |
| BOONDI BUTTERMILK | CURD | LASSI | CURD | FRUIT JUICE | CURD | PLAIN ROTI / FULKA 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 / FRY PAPAD / PICKLE | SALAD / FRYMES / PICKLE | SALAD/ MASALA PAPAD / PICKLE | SALAD / ROASTED PAPAD / PICKLE | SALAD/ FRYMES / PICKLE | SALAD/ ROASTED PAPAD / PICKLE | SALAD/ ROASTED PAPAD / PICKLE |
| EVENING SNACKS (4:30pm To -06:00 pm) | | | | | | |
| VADA PAV | APPAM / PENGULU / MYSORE BONDA | VEG CUTLET | VEG MAGGI/PAS TA | SAMOSA / ONION KACHORI | BHELPURI / PANI PURI / SEV PURI | DAL PAKODE / METHI PAKODA |
| RED CHILLY GARLIC DRY POWDER | CHOPPED ONION AND LEMON | TOMATO SAUCE | **** | GREEN AND IMLI CHUTNEY | **** | GREEN CHUTNEY / IMLI CHUTNEY |

| | | | | | | |
|--|-----------------------------|--------------------------------|------------------------------|------------------------------|---|---------------------------------------|
| GREEN CHILLI / LEMON SLICES | PEANUT / COCONUT CHUTNEY | GREEN CORIANDER CHUTNEY | **** | ONIONS AND SEV | GREEN CHUTNEY / IMLI CHUTNEY | *** |
| SEASONAL FRUITS | SEASONAL FRUITS | SEASONAL FRUITS | SEASONAL FRUITS | SEASONAL FRUITS | SEASONAL FRUITS | SEASONAL FRUITS |
| B.B.J / TEA / COFFEE / MILK | B.B.J / TEA / COFFEE / MILK | B.B.J / TEA / COFFEE / MILK | B.B.J / TEA / COFFEE / MILK | B.B.J / TEA / COFFEE / MILK | B.B.J / TEA / COFFEE / MILK | B.B.J / TEA / COFFEE / MILK |
| DINNER (7:30 pm-To 9:30 pm) | | | | | | |
| PLAIN RICE | FRIED RICE | PLAIN RICE | JEERA RICE | ONION MASALA RICE | BISIBELE BHAT | VEG BRIYANI |
| MIX DAL | PLAIN RICE | DAL TADKA | PLAIN RICE | PLAIN RICE | PLAIN RICE | PATTA KOBI (Cabbage) MANCHURIYAN |
| CURD | MILK | CURD | MILK | CURD | MILK | MIX VEG RAITHA |
| ALOO RASEWALA | MOONG DAL | DUM ALOO | DAL TADKA | CHANNA DAL | DAL PANCHRATNA | KADHAI PANEER, CHILLY FRY, RICE KHEER |
| BLACK CHANA MASALA DRY | *** | CHAWLI MASALA RASEWALA | PALAK PANEER | SPICY MIX VEG SUBJI | VEG KADHAI (SEMI LIQUID) | CRISPY SWEET CORN |
| POORI | PANEER KOLHAPURI | **** | | RAJMAH MASALA | MATKI USAL/MASALA | POORI |
| PLAIN ROTI / FULKA ROTI | PLAIN ROTI / FULKA ROTI | PLAIN ROTI / FULKA ROTI | PLAIN ROTI / FULKA ROTI | PLAIN ROTI / FULKA ROTI | PLAIN ROTI / FULKA ROTI | WATERMELON JUICE |
| GREEN CHILLI / LEMON SLICES | GREEN CHILLI / LEMON SLICES | GREEN CHILLI / LEMON SLICES | GREEN CHILLI / LEMON SLICES | GREEN CHILLI / LEMON SLICES | GREEN CHILLI / LEMON SLICES | RABDI |
| KOSHIMBIR CUCUMBER SALAD | SALAD / FRY PAPAD / PICKLE | SALAD / ROASTED PAPAD / PICKLE | SALAD/ MASALA PAPAD / PICKLE | SALAD/ MASALA PAPAD / PICKLE | KOSHIMBIR CUCUMBER SALAD/ FRYMES / PICKLE | GREEN SALAD/ PAPAD / PICKLE |
| RICE/SAWAI YA KHEER | FRUIT CUSTARD | MOONGDAL HALWA | KULFI | GULAB-JAMUN | ICECREAM | ANGUR RAS-MALAI |
| Limit Only On Banana ,Sweet & Fruits Item | | | | | | |
| Banana Max .02 | | | | | | |
| Fruit Juice 01 Glass | | | | | | |
| Sweet As Indicated In Menu | | | | | | |
| Milk will be served in both breakfast and evening snacks. | | | | | | |
| Milk, Curd and Butter must be served without any alteration. | | | | | | |
| All products must be used of the quality and the company mentioned in the tender document. | | | | | | |
| Note :- For Any Changes Inform Mess Secretary & IIT Dharwad In charge | | | | | | |

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/Wheat flakes/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 Curd rice | 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 | 80 |
| | Chicken Biryani | 100 |
| | Chicken Kolhapuri | 80 |
| | Chicken Handi | 75 |
| | Chicken Xakoti | 70 |
| | Chicken Koliwada | 70 |
| | Chicken Hyderabad | 80 |
| | Chicken Handi | 80 |
| | Chicken Lollipop (4 pcs) | 80 |
| | Egg Masala | 40 |
| | Egg Biryani | 50 |
| | Fish Fry + Curry | 70 |
| | | |
| <u>Veg</u> | Dish | |
| | Paneer Belle-Pepper | 70 |
| | Paneer Manchurian | 60 |
| | Veg crispy | 45 |
| | Gobi Manchurian | 50 |
| | Hara Bhara Keebab | 50 |
| | Chilly Paneer Dry | 50 |
| | Veg 65 | 50 |
| | Paneer Tikka | 60 |

Penalty clause

- A. Any IIT Dharwad Student(s) nominated by Mess Committee or any authorized IIT Dharwad official can inspect the mess, kitchen or any process without any prior notice to the Agency.
- B. In the case of any discrepancy (in terms of palatability of food or hygiene) or any case of negligence, the appropriate punitive action shall be taken.
- C. Penalties would be levied for:
1. Partially cooked food.
 2. Foreign particles found in food.
 3. Using sub-standard raw materials.
 4. Unhygienic cooking and food waste handling conditions.
 5. Not providing food.
 6. Non-deployment of sufficient qualified manpower as per point no. vi in 11.1 under the clause scope of work
- D. Any complaint pertaining to Mess services received by Mess Committee will be reviewed first in consultation with bidder for explanation/clarification of the violation caused and appropriate penalty shall be levied only after approval of the competent authority.
- E. Penalties will be calculated as given in the table below, where

$$P = 0.1 * (\text{DAILY RATE}) * (\text{NUMBER OF STUDENTS REGISTERED FOR MESS})$$

| S. No. | VIOLATION | PENALTY (FIRST INSTANCE) | PENALTY FOR N-TH REPETITION |
|--------|--|--|--|
| 1. | Non-availability of complaint register on the counter/ discouraging students from registering complaints | P | 1.5*N*P |
| 2. | Poor maintenance/tampering with institute property | P | 1.5*N*P |
| 3. | Possession or consumption of Tobacco items as mentioned in RFP | P | 1.5*N*P |
| 4. | Presence of unwanted/ unhygienic/ harmful items in food, e.g., blade, glass, metal, wires, nails plastic pieces, hair, non-veg items in veg food, etc. | P | 1.5*N*P |
| 5. | Presence of insects, flies, cockroaches, etc., in cooked food <ul style="list-style-type: none"> • Live • Dead | <ul style="list-style-type: none"> • 3*P • 5*P | <ul style="list-style-type: none"> • 3*N*P • 5*N*P |

| | | | |
|-----|---|-------------------------------|---------------------------------|
| 6. | Usage of spoiled/stale food ingredients, e.g., rotten vegetables, infected grains, expired items, food not cooked properly etc. | P | 1.5*N*P |
| 7. | Unclean cutlery/ sterilization process not followed | 0.5*P | 0.6*N*P |
| 8. | Usage of brands/items that do not comply with the brands mentioned in the tender document or without prior approval of MMC | 0.5*P | 0.6*N*P |
| 9. | Reuse of heated oil | 0.5*P | 0.6*N*P |
| 10. | If the quality of milk is not found to be appropriate, or it is diluted. | 0.4*P | 0.5*N*P |
| 11. | Usage of synthetic colour, Soda, MSG, or any other banned substance in food, or if found in storage room | P | 3*N*P |
| 12. | Noncompliance with workers dress code | 0.1*P | 0.15*N*P |
| 13. | Noncompliance with the rule about overnight stay of mess staff in the mess | 0.4*P | 0.15*N*P |
| 14. | Non submission of periodic FSSAI audit reports as per para 12 of special terms and conditions of RFP | P | 1.5*N*P |
| 15. | Failure to maintain a proper health checkup of the workers | P | 1.5*N*P |
| 16. | Non adherence to the timings mentioned in the tender or decided with the respective Mess Committee | P | 1.5*N*P |
| 17. | Changes in menu of any meal without permission of mess committee | P | 1.5*N*P |
| 18. | Change in menu due to any mess equipment being defective /out of sorts for more than 24 hrs. | P | 1.5*N*P |
| 19. | Poor maintenance/tampering of the drainage System | 0.4*P | 0.5*N*P |
| 20. | Delay in serving food | 0.4*P | 0.5*N*P |
| 21. | Shortage of food | 0.5*P | 0.6*N*P |
| 22. | Violations regarding waste disposal, e.g., littering, non-segregation of waste, etc. | 0.5*P | 0.6*N*P |
| 23. | Inadequate man-power during a month (for every shortage in man-power in any section) | 2P*No. of shortfall man-power | N*2P*No. of shortfall man-power |
| 24. | Non-deployment of a qualified/experienced manager during a month | 5*P | 5*N*P |

| | | |
|-----|-----------------|--|
| 25. | Food poisoning. | Forfeiture of PBG and cancellation of contract |
|-----|-----------------|--|

In addition to the above, feedback will be collected from the registered students every month to evaluate the performance of the Agency. The model feedback form is given below:

| MODEL FEEDBACK FORM FOR EVALUATION | | | | | | |
|---|--|----------------------------|------------------------|---------------------------|------------------------|----------------------------|
| SL. N O. | DESCRIPTION | VERY GOOD(4 POINTS) | GOOD (3 POINTS) | AVERAGE (2 POINTS) | POOR (1 POINTS) | VERY POOR (0 POINT) |
| 1 | Quality Of Food | | | | | |
| 2 | Quantity Of Food | | | | | |
| 3 | Cleanliness, Hygiene, And Waste Disposal | | | | | |
| 4 | Catering Service And Punctuality | | | | | |
| 5 | Overall Recommendation | | | | | |

The Agency is expected to receive a mean rating of more than 2 (i.e., above-average performance) in the OVERALL RECOMMENDATION category (i.e., SL NO. 5) every month. A mean rating of less than 2 in the OVERALL RECOMMENDATION category will attract a penalty as follows (provided a minimum of 50% of students have submitted their feedback for the respective evaluation month):

| SL NO | MEAN RATING | PERCENTAGE DEDUCTION FROM MONTHLY BILL |
|--------------|--------------------|---|
| 1 | More Than 2 | NIL |
| 2 | 1.5 To 2 | 1 % |
| 3 | 0.5 To 1.5 | 2 % |
| 4 | Less Than 0.5 | 4 % |

The ratings received in the other categories (SL NO. 1 TO 4) should be considered as a feedback for the Agency to appropriately improve their performance in the subsequent month. In general, the Agency is expected to receive a mean rating of more than 2 in each of the other categories as well. Less than

0.5 in any of the other categories (SL NO. 1 TO 4) or 0.5 to 2 in any category twice in a row will attract additional penalty of Rs. 10,000/- and/or termination of contract. The final decision on the feedback evaluation points will be carried out by Mess Committee.

List of Permissible Brands

| <u>Item</u> | <u>Brands</u> |
|--|--|
| Salt | Tata, Annapurna, Nature fresh |
| Spices | M.D.H. , Badshah, Everest , Bedekar |
| Chicken | Godrej Real good, Suguna, Vencob |
| Ketchup | Maggi, Kissan, Heinz |
| Refined Oil/cold pressed (Sunflower/groundnut/rice bran/safflower) | 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, Quaker, Nestle |
| Jam | Kissan, Maggi, Delmonte, |
| Ghee | Amul, Britannia, Nandini, Sphurti |
| Shrikhand | Amul, Warana, Sphurti |
| Frozen yogurt | Nandini, Sphurti, Amul |
| Milk /curd/butter | Aditya, hatsun, Amul, Nandini *(Shubham), Sphurti, Warana, |
| Paneer | Amul, Nandini, Warana, Sphurti, Krishna |
| Tea | Red Label, Tata, Taj Mahal, Kannan devan |
| Coffee | Nescafe, Bru, Sunbean |
| Ice Cream | Amul, Vadilal. Natural's, Kwality, Arun |
| Soya | Nutrella, Fortune, High Meal-maker |
| Frozen Peas | Safal (offseason),McCain,Watties |
| Cheese | Amul, Britannia, Motherdairy |
| Kolam Rice | Surti, Royal HMT |
| 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 Permanent Campus IIT Dharwad, File No. IITDH/CS/2023-24/MESS/PC/04.
- 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 permanent campus, 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) (For & On behalf of Bidder/Contractor)
 (Office Seal) (Office Seal)

Place:

_____ Witness 1 : _____
 (Name & Address)

Date: _____

_____ Witness 2 : _____
 (Name & Address)

Letter of Undertaking

To,
The Registrar,
IIT Dharwad

Ref: Tender for providing Catering service at IIT Dharwad

Sir,

In response to the Tender Document for providing catering services at IIT Dharwad, I/ We hereby provide undertaking to open a registered office in Dharwad within 30 days of award of contract.

2. 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) be provided within the stipulated time.

Date and place with seal

Name, signature of the authorised
representative of the bidder

PERFORMANCE CERTIFICATE

(To be Provided by Principal Employer)

This is to Certify that _____(Firm Name)has provided the catering service to _____(Institute Name) From _____ to _____. The performance of the caterer is as follows as per available records.

| Sl No | Poor | Fair | Good | Very Good | No. Manpower deployed |
|-------|--------|---------|---------|-----------|-----------------------|
| | 4 Mark | 6 Marks | 8 Marks | 10 Marks | |
| 1 | | | | | |

Any warning Letter issued: YES/NO:

Is overall performance of the firm satisfactory:

Overall Feedback:

Recommended/Not recommended

Signature and Stamp of authority

Date:

Place:

NOTE:

1. The Performance Certificate should be provided in the proper letter head of the Institute.
2. The performance certificate must be received from the firm had provided the service in the last five years.
3. Only certification from the designated authority will be considered as valid.