

**Hall Management Centre**  
**Indian Institute of Technology Kharagpur**



**TENDER DOCUMENT**  
(Ref. no. IIT/HMC/OS-M/CONT/1/2019, Date: 20<sup>th</sup> November 2019)

**FOR**

**Empanelment of Agencies for providing Contractual Labour for  
Mess Operation on Fixed Service Charge Rate decided by the  
Institute and Catering Services in Various Halls of Residence of  
the Institute on Fixed Comprehensive Menu and Rate decided  
by the Institute**

**Chairman, HMC**  
**Indian Institute of Technology Kharagpur**

## Tender Document

For

### **Name of works:**

Empanelment of agencies for providing contractual labour for mess operation on fixed service charge rate decided by the Institute and catering services in various Halls of Residence of the Institute on fixed comprehensive menu and rate decided by the Institute

### **Authenticity:**

This document consists of total 48 pages and all pages are numbered consecutively

Chairman, HMC  
Indian Institute of Technology Kharagpur

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**HALL MANAGEMENT CENTRE  
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR**

No. IIT/HMC/OS-M/CONT/1/2019

DATE: 20<sup>th</sup> November, 2019

**TENDER NOTICE**

The Hall Management Centre (HMC), Indian Institute of Technology Kharagpur (IIT Kharagpur), invites applications in the prescribed format for Pre-qualification and empanelment from reputed restaurants owners and mass/mess catering agencies having relevant experience in running canteens, hostels, messes, restaurants and mass catering services etc., for

- a) providing dining services to the students of various Halls of Residence of the Institute at on a fixed rate and menu decided by the Institute along with supplying and paying contractual labour to operate the messes at concerned Halls at government specified labor rate and laws, against a fixed **9% service charge.**, and
- b) supplying and paying contractual labour to operate the messes at government specified labor rate and laws, against a fixed **9% service charge.**

**The application is also open to labour contractors willing to bid only for part (b) above.**

Applicants should have the minimum pre-qualification criteria as mentioned in **Clause 5.0 of SECTION-III.**

The agency shortlisted on the basis of the evaluation criteria as mentioned in **Clause 7.0 of SECTION-III** shall be required to make a presentation before a designated committee. The selected agencies shall be empanelled initially for a period of one year, which can be extended for two more years on yearly basis based on satisfactory performance and at the discretion of HMC. During this period, the work of providing catering/outsourced labour services in different Halls of Residence (henceforth may be called 'Halls') may be awarded as per criteria mentioned separately.

Interested agencies can download the tender document from the institute website ([www.iitkgp.ac.in](http://www.iitkgp.ac.in)) or HMC website ([www.hmc.iitkgp.ac.in](http://www.hmc.iitkgp.ac.in)). The Tender fee of **Rs. 15000/-** for mess food including labor supply contract (item a) or **Rs. 7000/-** for labor contract (item b) only, as applicable, should be submitted along with pre-qualification documents. Bidders for items (a) and (b) should submit Earnest Money Deposit (EMD) of **Rs. 200,000/-** and those bidding for only (b) should submit Earnest Money Deposit (EMD) of **Rs. 100,000/-** along with pre- qualification documents.

A pre-bid conference will be held on **27<sup>th</sup> November 2019 at 4:00 PM** in the Institute Committee Room of the Institute with the purpose of answering any questions of willing bidders and to facilitate dates for site visit. The last date of submission of tender is **11<sup>th</sup> December 2019 up to 3:00 PM at HMC Office.**

The Chairman, HMC reserves the right to accept or reject any tender or part thereof without assigning any reason whatsoever.

**Chairman, HMC, IIT Kharagpur**

## INFORMATION SHEET

<b>Tender Number: Date:</b>	IIT/HMC/OSM/CONT/1/2019, dated 20 <sup>th</sup> November 2019
<b>Availability of tender document</b>	Tender document can be downloaded from the Institute's website ( <a href="http://www.iitkgp.ac.in">www.iitkgp.ac.in</a> ) and is also uploaded on CPP portal.
<b>Tender Submission Fee</b>	Rs. 15000 for mess food and labor contract or Rs. 7000 for only mess labor contract, by way of Demand draft in favour of Chairman, HMC, IIT KHARAGPUR, payable at Kharagpur.
<b>Earnest Money Deposit ( EMD)</b>	Earnest money of Rs. 200,000 (Rupees Two Lakh only) for mess food and labor contract or Rs. 100,000 (Rupees One Lakh only) for only mess labor contract to be deposited along with the Tender Documents in the form of Demand Draft favoring Chairman, HMC, IIT Kharagpur payable at Kharagpur.
<b>Pre-bid Conference</b>	Date: 27 <sup>th</sup> November 2019, 4:00 PM Institute Committee Room, IIT Kharagpur
<b>Last Date of Submission of Tender</b>	11 <sup>th</sup> December 2019 up to 3:00 PM at HMC Office
<b>Bid Validity</b>	120 days
<b>Opening of Tender</b>	11 <sup>th</sup> December 2019 at 5:00 PM in the Institute Committee Room, IIT Kharagpur
<b>Contact Person and Address for enquiry and submission of sealed tender documents</b>	Chairman Hall Management Centre Indian Institute of Technology Kharagpur Kharagpur-721 302, West Bengal
<b>Contact Phone Number (s) E-mail Address</b>	+91-3222-281101/02 <a href="mailto:hmc@iitkgp.ac.in">hmc@iitkgp.ac.in</a>
<b>Website</b>	<a href="http://www.iitkgp.ac.in">http://www.iitkgp.ac.in</a> <a href="http://www.hmc.iitkgp.ac.in">http://www.hmc.iitkgp.ac.in</a>

## BRIEF DESCRIPTION OF THE SCOPE OF WORKS

1. Indian Institute of Technology Kharagpur (IIT Kharagpur) is a premier technological Institute in the country having 21 Halls of Residence, distributed over a sprawling campus, to accommodate more than 12500 students. The institute is completely residential.
2. The Institute will presently outsource the catering services in 11 Halls of Residence, each having approximate seats as provided in Table 1(a). Also, mess in two (2) Halls mentioned in Table 1(b) will be directly controlled by HMC for which only labor will be outsourced. The number of boarders and outsourced contractual workers mentioned in Tables 1(a) and 1(b) is not fixed all through the years. There may be some variations across the years. **The data given is the tentative.**

Table 1(a): Hall wise data for private mess operation with outsourced workers

Sl. No.	Name of the Hall	No. of Boarders (approx.)	No. of Outsourced Contractual Workers total(=unskilled+semi-skilled*)	Scope of Work
1.	LBS	1950	75 (=70+5)	Food preparation and serving, and the scope of work mentioned in Table 1(b).
2.	MMM	1550	69 (=64+5)	-do-
3.	BRH	1300	63 (=58+5)	-do-
4.	MS	400	22 (=20+2)	-do-
5.	VS	320	20 (=18+2)	-do-
6.	LLR	350	20 (=18+2)	-do-
7.	JCB	275	14 (=14+0)	-do-
8.	RLB	275	14 (=12+2)	-do-
9.	SAM	200	12 (12+0)	-do-
10.	HJB	175	12 (=12+0)	-do-
11.	GKH	120	9 (=9+0)	-do-

\* Semi-skilled outsourced worker should be capable of handling basic operations of equipment like roti making machine etc.

**Table 1(b): Hall wise data for HMC controlled mess operation with outsourced workers**

Sl. No.	Name of the Hall	No. of Boarders (approx.)	No. of Outsourced Workers	Scope of Work
1.	PH	450	23	Labor supply for food preparation help, serving, loading and unloading material, cleaning, cutting and washing raw materials, cleaning of utensil, plates and kitchen, cleaning and maintenance of kitchen space, equipment and mess premises, etc. on a strict regular basis.
2.	NVH	800	28	-do-

3. There will a labor contract for Halls mentioned under Tables 1(a) and 1(b) where the labor will be used to prepare and serve food as well as to clean utensils, kitchen, plates, etc. There will be a mess food contract on a fixed rate and comprehensive menu for halls mentioned under Table 1(a). More details of the scope of works are given next in **SECTION I(b)**.
4. The agency awarded mess food contract in a Hall would also have to simultaneously take up labor contract for that Hall. The labor contract requires payment of salary and benefits to the contractual outsourced mess workers for which the contractor will be given a fixed rate service charge and the total expenses will be reimbursed by HMC.
5. The mess food contract requires preparing and serving food at a fixed daily rate (excluding tax and labor cost) for a comprehensive menu. The applicable tax on food will be separately charged and deposited by the mess food contractor which will **be paid by the respective Halls**.

## DETAILED DESCRIPTION OF THE SCOPE OF WORKS

1. It is proposed to outsource the catering services and labor separately for mess operation in the Halls of Residence mentioned in Table 1(a) on a fixed rate and comprehensive menu. The fixed **comprehensive menu rate is Rs. 105 (excluding applicable taxes) per day** for the duration January 2020 to June 2020 and it excludes the outsourced worker salary and benefits, and any tax on the food. This fixed comprehensive menu rate will be reviewed and revised (increased/ decreased / retained) every six months to account for inflation by using percentage change in consumer food price index (CFPI) for calculations. Whether a student takes food in the mess or not, unless otherwise permitted (Refer to point 10 of SECTION-II), each student will pay the fixed comprehensive menu rate for the entire semester duration or till the student remains a boarder of the Hall.
2. The labor to prepare and serve food, to clean utensil, plates, cooking material and dining hall, to load and unload material and any other mess related work will be supplied and billed separately for the Halls mentioned under Tables 1(a) and 1(b). All bidders (for Table 1(a) and 1(b)) **must have labor contract license**. Any bidder interested in operating the mess food service in Halls mentioned under Table 1(a) must also supply the labor for this purpose whereas independent application for labor supply can be made for Halls mentioned under Table 1(b). At end of every month, the contractor will pay the salary and all benefits including PF, ESI etc. to the contractual workers based on their biometric attendance record and submit a comprehensive bill with all payment records to HMC through the warden of the Hall. The contractor would also pay bonus annually to the eligible contractual outsourced workers as per Gol guidelines. The contractor will include a **fixed 9% service charge** (on total payment made to outsourced workers inclusive of benefits) towards the supply of contractual labour. No reimbursement of labor cost will be made without documentary proof of attendance record, payment of salary and benefits.

Henceforth, **mess contractor** would mean those operating mess in Halls mentioned in Table 1(a), **labor contractor** would mean those supplying labor only in Halls mentioned in Table 1(b) and contractor would mean both.

3. The mess contractor has to charge applicable tax on the food (i.e., on effective comprehensive menu rate)- The total tax levied on food has to be separately mentioned in the food bill raised by the mess contractor. The applicable GST on food will be paid by the mess contractor to the Tax Authority. Hall would pay the contractor's bill (inclusive of applicable taxes). The Hall shall deduct TDS at applicable rates for both Income Tax and GST while making payment to the mess contractor.
4. The agencies willing to pre-qualify shall be short-listed on the basis of the eligibility and pre-qualification criteria set for these documents. The agencies shall be arranged in the order of preference for empanelment for a period of one year, which can be extended for another two more years on yearly basis based on satisfactory performance and at the discretion of HMC. There will be separate empanelment of agencies applying for combined mess and labor contract (Table 1(a)) and for only labor contract (Table 1(b)).
5. For the Halls mentioned under Table 1(a), the rate of meals per day per student that will be payable as per the Comprehensive Menu fixed by the Institute are mentioned in Tables 3 and 4 of Section II of these documents. The rate so **fixed at Rupees One Hundred and Five (Rs. 105) per day per student** is exclusive of cost of the manpower and of all taxes, duties, and levies etc., imposed by the State/Central Government and Local Bodies as on the date of award of the work.



- 6- The agency providing catering service in the Halls of Residence (the mess contractor) shall be required to provide three meals per day, that is, breakfast, lunch and dinner, besides evening tea with snacks. **The comprehensive menu with the meal plan will be prescribed by HMC and may be revised time to time based on students' feedback, material cost and to account for seasonal availability of raw materials.**
7. The mess premises comprising cooking and dining facilities, furniture, electricity and water shall be provided by the Hall Authority. Other utilities like various appliances, food/raw material containers, utensils may be provided by the Hall to the extent possible. However, for the Halls mentioned in Table 1(a), raw materials, food articles, cooking fuel, cleaning/washing materials/tools shall be provided by the mess contractor at own cost. The maintenance, service-ability and the repairing of the utensils, furniture and appliances shall be carried out and ensured by the mess contractor at contractor's own cost.
8. The mess contractor shall procure food articles of good quality in consultation with and to the satisfaction of the Mess Committee of the concerned Hall of Residence. The quality or brand of some of the items is specified below:

Unless otherwise, subsequent changes are notified by HMC, the following are some of the mess commodities that **MUST** be used by the mess contractor for the catering service:

**Table 2: BRAND OF SOME OF THE MESS COMMODITIES TO BE USED FOR THE CATERING:**

Salt	: TATA/Annapurna for all purposes
Spices	: MDH/Everest/Sunrise/I. Shakti/Ashirwad
Ketchup	: Maggi/Kissan/Wakefield/Delmonte
Oil (Sunflower)	: Sundrop/Emami/Saffola/Fortune
Oil (Mustard)	: Dhara/Engine/Fortune/Ganesh/Ruchi
Pickle	: Priya/Mothers/Nilons/ Druk
Atta	: Ashirwad /Annapurna/Ganesh
Noodles	: Top Ramen/Yippee/Maggi
Papad	: Madhuri/Lijjat
Butter	: Amul/Mother Diary/Britannia
Bread	: Modern/Britannia/ Diamond
Jam	: Kissan/ Druk
Ghee	: Amul/Mother Dairy/Everyday
Milk	: Amul/Mother Dairy/Metro
Paneer	: Amul/Mother Diary / <a href="#">Adya</a>
Tea	: Brook Bond/Lipton/TATA (Gold)
Coffee	: Nescafe/Classic/Brook Bond
<b>ONLY Vim/Dettol/Pril LIQUID DETERGENTS ARE ALLOWED FOR WASHING UTENSIL ETC.</b>	

**The uses of mono-sodium glutamate (Ajinomoto), Dalda (Vanaspatti), Palm oil and other items known to pose health hazards for preparation of mess food is strictly prohibited.**

The mess committee of the Hall shall have the right to change any brand provided the cost does not exceed the specified brand and in case if the brand is not available in the market.

9. The mess contractor for Halls mentioned under Table 1(a) and HMC manager/ supervisor for Halls mentioned under Table 1(b) shall utilize the outsourced manpower (contractual outsourced mess workers) for food preparation help and service of each meal including

cleaning, washing and overall upkeep of mess assets and premises. Existing HMC employee cooks will be in-charge of overall food preparation and monitoring in Halls mentioned under Table 1(b). All outsourced workers as per record in HMC office (See Tables 1(a) and 1(b)) will be utilized by the mess/labor contractor and no additional/substitute entry is allowed. The contractual outsourced workers shall be placed at all times under exclusive supervision of the labor contractor (same as mess contractor) for Halls mentioned under Table 1(a) and under the exclusive supervision of HMC manager/supervisor for Halls mentioned under Table 1(b). HMC reserves the right to reallocate/distribute contractual outsourced workers from one Hall to the other. It is also mandatory that the labor/mess contractor keeps a complete record of background, origin and contact information of outsourced workers utilized by him/her which should be producible upon request.

10. The mess contractor has to employ own supervisors/administrative staff at own cost for raw items procurement, food preparation monitoring, accounting, outsourced worker payment and other related administrative activities. **Likewise, the mess contractor has to employ own cooks at own cost for food preparation.** HMC shall not be responsible for salary and benefits of such supervisors and cooks. However, the number of such administrative staff and cooks must be intimated to HMC beforehand and necessary approval must be taken.
11. **The messes in all Halls mentioned under Tables 1(a) and 1(b) will function throughout the year except for the period of local festivity Durga puja (Autumn Break for students).** The messes will not be allowed to be closed on any day, including holidays, for any reason whatsoever. All contractual outsourced workers will be allowed to work for the full year. Any outsourced worker remaining absent for two months without written information needs to be terminated by the concerned contractor. Likewise, any outsourced worker not performing assigned duty must be given written warning by the concerned contractor with copy the Hall Warden, HMC, and Labour Enforcement Officer. Upon repeated warning, HMC as principal employer can recommend suspension/ termination of service of such outsourced workers.
12. The mess food bill including taxes after deductions (TDS and TCS) will be paid by the concerned hall to the mess contractor for the regular semester duration (January to April and Mid-July to November) only. The mess contractor may be given **for up to 80% of expected food bill amount for a month as advance only when at least one full previous month's payment is not cleared.** The authority to sanction advance lies with the Warden of the Hall.
13. For Halls mentioned under Table 1(b), the labor contractor has no responsibility towards raw material procurement, food preparation and service. These will be handled by the HMC manager/supervisor following the same norms applicable to HMC operated messes such as procurement of mess items through HMC tendering process, calculating mess bill based on actual expenses, etc. The labor contractors' responsibilities include maintaining outsourced worker discipline, cleanliness and hygiene of high standard in the mess, and outsourced workers' payment.
14. The dining area (except dining tables and chairs) will be cleaned by separate outsourced workers engaged by sweeping contractors' by specified periods after meals (refer to the sweeping contract available at [www.hmc.iitkgp.ac.in](http://www.hmc.iitkgp.ac.in)) and at other times, contractual outsourced mess workers have to clean it. The cleanliness and hygiene of kitchen is the job of contractual outsourced mess workers only, and the mess contractor (resp., HMC manager/supervisor for Table 1(b)) will be responsible for this.

15. During the summer vacation (May, June and Mid July: around two and half months) and winter vacation (December: around one month) periods, all messes of Halls in Tables 1(a) and 1(b) may remain open.

- a. Messes for Halls under Table 1(a), referred to as private messes, will be operated by the mess contractor in the vacation period. The mess contractor will directly collect the food cost inclusive of all taxes from the students eating food in the mess, i.e., private messes will work as temporary restaurants offering the comprehensive menu at fixed price (excluding taxes), and additional offerings as per their convenience. **All outsourced workers must remain engaged during vacation period** (excluding puja vacation) and their salary and benefits will be paid as during the regular semester period and will be finally reimbursed by HMC. Also, any student, staff, and faculty member is allowed to eat in any private mess during the vacation period. **The food cost (excluding taxes) and the comprehensive menu during vacation period will be same as that in the regular semester period. The private messes will operate in a competitive mode** to attract more students and the contractor is free to give direct incentives (not to be claimed from HMC or Hall) to the contractual outsourced workers for better performance. The mess contractor may collect weekly caution money from students to eat food in the mess and adjust the same directly with the concerned students. During vacation period, any number of additional items may be offered by the contractor, in consultation with the Hall's mess monitoring committee, over and above the comprehensive menu and the cost of those additional items should be directly collected from the students.

There will be random sampling of food during vacation period and ranks will be assigned to private messes based on the food quality and service.

- b. The messes for Halls under Table 1(b) will function during summer and winter vacations as in the regular semester period and food will be served to only the students belonging to the concerned Hall. All contractual outsourced mess workers will remain engaged during the summer and winter vacations. Interested students must intimate their manager/ supervisor about their preferences and period of mess food availing. The mess bill for this period will be charged to the respective student's account and if there is any shortfall, it will be recovered during next semester registration.

16. In case of sub-standard quality of food items, malpractice, adulteration, misconduct, lack of hygiene of high standard or violation of any of the conditions of the contract, The Warden of the Hall shall be authorized to impose a compensation on the agency subject to a **maximum penalty of 50 (fifty) percent of the daily bill of the contractor** for each day.

17. Breakfast, Lunch, Evening Snacks, and Dinner are to be served as per the Comprehensive Menu and at the scheduled time. No adjustment of the time or menu is allowed without permission from HMC and it has to be uniform across all Halls.

18. The food cooked in the dining facility shall not be taken out to other places beyond the respective Hall premises. The contractual outsourced mess workers must not be engaged in any activity outside the mess premises.

19. No outsider is allowed to take food in the Hall during regular semester period unless otherwise permitted by the Hall authority. Guests of students may take guest meal on payment of required amount and availability of extra food. Additional (add-on) items taken by a student would be allowed on direct payment basis. **Guest meals and additional items (See SECTION-**

**V) will not be billed to the Hall.** Any tax on such items has to be directly collected by the contractor from the student at the time of direct payment. The contractor may sell pre-paid coupons of different denominations for common add-on items such as ice-cream, chocolate, biscuits, etc.

20. When circumstances warrant, the Contractor shall be required to cater large number of students at very short notice.

21. The mess timing:

Breakfast	: 6.45 am to 9.00 am
Lunch	: 11.45 am to 2.00 pm
Evening Snacks	: 4.30 pm to 6.00 pm
Dinner	: 6.45 pm to 9.00 pm

Minor changes of Mess timing may be possible at the Hall level. This Mess timing should be displayed and the contractor should abide by that.

During vacation period, private messes can adjust the mess timing as per students' convenience without forcing the contractual outsourced workers to do overtime. Any adjustment of working time during vacation period has to be done mutually in consultation with the workers so that messes can operate in competitive mode to deliver better service, more options, and consequently earn more profit by incentivizing the outsourced workers.

22. All outsourced mess workers will be given basic food during their working hours (bread-jam or bread-omelet in breakfast, rice, dal, chapatti and one vegetable during lunch and dinner, and tea and biscuit during snacks). The cost towards outsourced mess workers food would be borne by the mess contractor for Hall in Table 1(a) and by the students of the Hall for Halls in Table 1(b). Outsourced Mess workers will take food only after all students have taken their food during regular mess timings. No contractual outsourced mess worker is allowed to take any cooked food or uncooked raw material outside the mess premises. Such contravention would incur imposition of penalty and must be brought to the notice of the HMC through proper channel.

Outsourced Mess workers hiding the food in-side various locations in mess premises and knowingly serving less than the specified amount is highly discouraged and must be penalized accordingly by Contractor on the recommendations of the Hall's mess committee. The contractor's representative (supervisor/manager) must be always present at the serving counter to monitor the serving process.

Mess committee of the Hall will have full rights to conduct sudden raids in the entire mess premises if any complaint of insufficiency or act of willfully serving less is reported. The raid report shall be submitted to the warden who will take the necessary action.

23. In private as well as semi-private (Tables 1(a) and 1(b)) messes, there will be students giving mess duty as it is the practice in HMC run messes. The student giving mess duty in a shift will have the keys to the stores and he/she will hand over those keys to the next student. All raw materials used for food preparation would be kept in the store only. The student giving mess duty will open and then lock the store during entry and issue of raw materials. The student giving mess duty will have the right to check the quality and brand of raw materials, but will

not have the power to check the cost of procurement in Halls mentioned in Table 1(a). He/she will also record the exact amount of raw material issued (to be measured by weighing or other appropriate means) and the food service at the counter so that cause for any shortage or wastage of cooked food can be firmly established and rectified. The supervisor of mess contractor must make all arrangements to facilitate the job of the student on mess duty (e.g., weighing the items in front of him/her, making a comfortable seating arrangement at the service counter, etc.).

The student on mess duty will monitor the food preparation process, cleanliness and hygiene, service time, outsourced worker presence and behavior, etc. and can report any untoward incidence or infraction of rules by the contractor to the warden of the Halls. These reports can be used as the basis for levying some of the compensations detailed hereafter.

Interference in the work of the student on mess duty or preventing the student on mess duty to discharge his/her responsibilities will be considered as gross misconduct and can attract heavy penalty including summary termination of the contract.

In some undergraduate student Halls, there may not be any student on mess duty during examination periods and the HMC manager/supervisor will act as the mess duty during those periods.

24. If any mess and/or labor contract in Halls mentioned under Table 1(a) is terminated due to misconduct or infraction of terms-and-conditions of the contract then the labor contract part will be swiftly transferred to another labor contractor. The mess will then be operated by HMC managers and supervisors similar to the way messed in Halls under Table 1(b) are operated.

25. Penalties:

Penalty can be imposed on the service provider by the Warden of the concerned Hall only. The following infractions by the mess contractor can attract compensations mentioned below.

- (i) Early leaving of mess contractor before completion of contract period after giving a written notice two months prior to departure: Full EMD amount will be forfeited.
- (ii) Early leaving of mess contractor before completion of contract period without giving a written notice two months prior to departure: Full EMD amount and all pending bill amount will be forfeited. The contractor will not be allowed to work in IIT Kharagpur for next three years. The violation of contract would be notified to all known places where the contractor is/was serving asking them to blacklist the contractor.
- (iii) Labor/mess contractor tampering with the attendance record of outsourced workers, willfully allowing outsourced workers to be absent after giving attendance, utilizing outsourced workers for personal work during working hours: Full service charge of 9% will be forfeited and the salary of the concerned outsourced workers will not be reimbursed to the contractor.
- (iv) Labor/mess contractor not giving ESI, EPF and Bonus to outsourced workers in due time: Twice the total amount will be penalized and labor bill will not be cleared. The contractor will not be eligible to participate in any future tenders of HMC and the Institute.
- (v) Consecutively bad quality of food (on third occurrence): Up to a maximum of 10% of the

monthly food bill of mess contractor will be deducted by the Hall after thorough internal investigation involving Hall and HMC officials. If the problem is repeated or found to be too serious then the compensation amount would be increased and the contract may be terminated.

- (vi) Late start of mess or inability to provide food before scheduled mess closure time invites penalty to the contractor amounting to Rs. 50 per student for each instance of infraction. If more than 10% of students do not get food during regular mess operation time then the compensation amount will be Rs. 100 per student per instance of infraction. Since some of the Halls use biometric system to monitor students taking food, the mess duty will have the authority to use the biometric attendance data (which also shows time) as irrefutable evidence to lodge the complaint in this regard. In absence of biometric system, the word of the student on mess duty will be final.
- (vii) Inducting or allowing unauthorized outsourced worker in mess: No service charge will be paid to the labor/mess contractor, twice the average monthly salary per unauthorized outsourced worker will be penalized and the unauthorized outsourced worker will be thrown out of the mess. The contractor will NOT be considered in future tendering of HMC and the Institute.

All compensations deducted by the Hall from the contractor will be during clearance of bills and has to be immediately transferred to HMC by the Hall.

- 26. The labor or mess contractor will allocate available outsourced workers to two shifts. The shift of an outsourced worker will change on weekly basis and every outsourced worker will have a rest day per week. The duty roster of outsourced workers with their photographs and mentioning their respective rest days must be displayed in the mess notice board. The rest day of any outsourced worker decided once cannot be changed for one year. The outsourced workers in a shift must complete all their work in their shift and not leave anything (such as washing and cleaning) pending for the next shift. Any outsourced worker leaving his/her work unfinished without proper reason would be marked absent or partially absent (half-day) for that day.
- 27. The contractor will issue Identity cards to its outsourced workers and supervisor/own staff after getting them verified by the Hall authority. It will also be strictly monitored and a compensation of Rs. 500/- (Rupees five hundred only) per outsourced worker will be imposed and will be deducted from the bill if any of the outsourced workers is found without the Identity Card.
- 28. Uniforms, aprons, scrubs, gloves and appropriate shoes/gumboots must be provided by the labor or mess contractor and he/she should be responsible for proper usage of it by the mess outsourced workers. If proper safety guidelines are not followed by the contractor, then heavy penalty will be imposed on the contractor. **Every year, two sets of uniforms bearing name and logo of the contractor/firm have to be given to the outsourced workers at the beginning and/or renewal (within one-month period) of the contract.**
- 29. Adequate required quality water will be made available in the kitchen and dining Hall for the purpose of cooking, drinking, and washing purposes.
- 30. Procurement of first quality provisions, vegetables, milk, cooking gas, diesel etc. will be the responsibility of the mess contractor for Halls mentioned in Table 1(a). The mess contractor

shall have to use ONLY branded best quality raw materials, a few of which have been detailed earlier in Table 2.

31. The mess contractor for Halls mentioned in Table 1(a) shall be responsible for the arrangement of gas refills and their safety and supply of milk etc. from his/her own source. Use of domestic gas cylinders is not permitted. The same responsibility for Halls in Table 1(b) will be handled by HMC manager/supervisor.
32. In case a special event is organized in the hostel for which food is arranged from another caterer/restaurant, the mess food contractor will not collect food charges for that meal from the students (i.e., if a dinner from the mess is cancelled then the price for that will not be charged). This is expected to happen no more than twice a semester. Likewise, if the Hall requests super-special dinner or lunch (e.g., gala dinner for farewell or welcome functions) then the cost of that has to be separately agreed upon between the Hall and the mess food contractor. The mess food contractor has to accommodate additional guests on special days such as alumni visit to Halls, pre-convocation dinner, etc., the cost of which will be equally shared by all the boarders of the Hall.
33. Cleaning/Washing of utensils and crockery items and keeping the mess premises neat, clean, and hygienic are the responsibilities of the mess contractor for Halls mentioned in Table 1(a) and of the HMC manager/supervisor for Halls mentioned in Table 1(b). The kitchen(s) are to be well maintained. Hygiene, cleanliness and presentation of high standard of not only the mess kitchen and dining rooms, but also the staff should be given top most priority.
34. Maintenance of the Institute provided furniture and fixtures will be the responsibility of the mess contractor at their own cost. For Halls mentioned under Table 1(b), these will be responsibility of the HMC manager/supervisor.
35. HMC reserves the right to add, delete and modify the terms and conditions at any point of time.

## GENERAL CONDITIONS OF THE CONTRACT

1. The tenderer submitting the tender would be deemed to have considered and accepted all the terms and conditions of the contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. **Duration of Contract:** The Empanelment shall be valid initially for **one year** and which may be extended for a further period of **2 years** on yearly basis on **satisfactory performance and discretion of HMC**. During this process, the authority may change the service provider among the Halls based on the recommendation of a performance review and evaluation committee. By accepting any work order related to this tender from HMC, the contractor will be deemed to have entered into the agreement with HMC by accepting all the terms and conditions mentioned herein. There will be no separate agreement signed between the parties.
3. **Rate of contract**
  - (I). **Applicable to mess food contractors only:**
    - a. The rate of comprehensive meals per day per student shall be Rs. 105.00 (rupees hundred and five only). The rate so fixed is exclusive of manpower cost, and all taxes, duties, and levies etc., imposed by the State/Central Government and Local Bodies as on the date of award of the work.
    - b. The aforementioned rates shall be in force for a period of six months from 01/01/2020. The rate may be reviewed by the authority after six months considering any proper justification and general consumer price index. The service provider should abide by the reviewed decision of the Authority.
    - c. The contractor shall be required to provide meals (as detailed earlier in item 22 of Section I(b)) to his workmen who would be willing to take the meal in the mess. However, the contractor should not allow his workmen to carry food out from the mess.
    - d. The break-up of the rate of the comprehensive menu is provided in **Tables 3 and 4**. Only a committee formed by the HMC has the right to change the items including the seasonal vegetables on the menu of equivalent price (see point f). The menu will be same across all Halls in Tables 1(a) and 1(b).
    - e. The comprehensive Menu comprises a basic and an optional part. The basic menu is common to all students whereas the optional part can be either vegetarian (VEG) or non-vegetarian (NVEG).
    - f. In Table 4, SVEG stands for seasonal vegetable. For a particular month, the seasonal vegetables to be served will be decided by a committee comprising the mess general secretaries, coordinating wardens (Mess 1 and Mess 2) and representatives of the mess contractors. The meeting of the committee will be held in HMC office in the last week of every month to decide the seasonal vegetables for the next month. The committee may also consider revision of the optional menu (Table 4).



**Table 3: Break-up of the Basic Menu [Cost: Rs. 43 (all days except Sunday), Rs. 30 (Sunday)]**

Breakfast	butter/jam, a fruit (banana/apple), tea/coffee (Rs. 12)
Lunch	Unrestricted amount of rice, chapatti, dal/sambar, pickle and salad Except Sunday (Rs. 13)
Snacks	Tea / coffee or rasma/butter milk or Veg/tomato soup (Rs. 4.5)
Dinner	Unrestricted amount of rice, chapatti, dal/sambar, pickle and salad (MON, TUE, WED, THU, SAT, SUN), Unrestricted Kichri, Pickles, 3pc Pappad/ Beguni / Alu /Gobi Pakora (FRI) (Rs. 13)

**Table 4: Break-up of the Optional Menu (Each student needs to select Veg/Non-veg option)  
Cost: Rs. 62 (average over all days)**

Day & Rs. (VEG/ NVEG)	Breakfast		Lunch		Snacks		Dinner	
	VEG	NVEG	VEG	NVEG	VEG	NVEG	VEG	NVEG
<b>MON</b> (Rs 63/ 66)	4 pc Idli+ Sambar (Rs. 13)	Omelet/ boiled egg, bread toast (Rs. 13)	SVEG1 (Rs. 11)	50 g Katla Fish Curry (Rs. 14)	2 pc large Paneer (75 gm) Pasinda (Rs. 22)	Chicken Patis + Sauce (Rs. 22)	SVEG2, Gulab Jamun / Rasogolla / Jalebi / Kalakand (Rs. 17)	
<b>TUE</b> (Rs 64/ 64)	1 pc large Masala Dosa+ Sambar + Coconut chutney (Rs. 15)		SVEG3, Curd (100 gm) (Rs. 15)		Chole Bhatore (Rs. 14)		SVEG4, Ice-cream (Rs. 22)	Chicken Curry (3 pc, 100 gm, Rs. 22)
<b>WED</b> (Rs 62/ 65)	2 pc Onion/Plain Uttapam (Rs. 16)		SVEG5 (Rs. 11)	Full Egg/omelet Curry (Rs. 9)	4 pc Veg Momo (Rs. 13)	4 pc Chicken Momo (Rs. 18)	SVEG6, Lassi/Fruity/ Appy / Fruit Juice (Rs. 22)	
<b>THU</b> (Rs 66/ 68)	Cornflake + milk (Rs. 16)	Omelet/ boiled egg, bread toast (Rs. 13)	SVEG7 (Rs. 11)		Pasta/ 3 pc Samosa + chutney / 2pc Bora (donuts) + Sambar / 2pc Dahi-vada/ 2 pc Dhokla (Rs. 11)		SVEG8, Ice-cream, Sweet (Rs. 28)	Chicken Chaap (150 g) (Rs. 33)
<b>FRI</b> (Rs 44/ 42-47)	4 pc Dal Puri + Aloo dum/sabji (Rs. 17)		SVEG9, Curd/ Sweet Curd (100 gm) (Rs. 16)	Rohu Fry/Fish Kalia/Bata Fish (50 g, Rs. 14)	Veg roll/ Papri Chat (Rs. 11)	Full Egg roll/ Papri Chat (Rs. 16/ 11)	NIL* (Kitchen to be Cleaned Thoroughly) (Rs. 0)	
<b>SAT</b> (Rs 63/ 63)	Upma + Sambar + Coconut Chutni (Rs. 13)		SVEG10, Curd/ Sweet Curd - 100 gm/ Small Rasmalai (Rs. 17)		Veg Chow-mein/ Burger (Rs. 11)	Egg Chow-mein/ Burger (Rs. 16.5)	SVEG11, Choco-late (Rs. 22)	2 pc Egg Curry/ Chicken Bharta (Rs. 16.5)
<b>SUN</b> (Rs. 72/ 69) Excl. Rs. 13 Basic	Alu/Onion Poha (Rs. 11)	2 pc French Toast & Tomato Sauce (Rs. 11)	Veg Biryani, Raita, Big Rajbhog, Ice-cream, Mouth Frenshner** (Rs. 41)	Chicken Biryani (100g chicken + full egg), Raita, Mouth Frenshner*** (Rs. 43)	2 pc Aloo/Gobi/Muli/M ethi Parantha with Pickle/Curd (Rs. 17)		SVEG12, Vermicelli Payas (Rs. 16)	SVEG12 (Rs. 11)

- Weight of the fish/ chicken mentioned above are of the pre-cooked materials.
- \*FRIDAY NIGHT: Usually students take food outside with friends or go partying. Check the quantity to be prepared to avoid food wastage.
- Average Optional Food Cost per day : Rs. 64 (VEG and NVEG),
- In basic menu (Table 3), rice implies both boiled and raw rice to be served together in tables so that students can choose whichever they prefer.
- \*\* In place of Veg Biryani, Raita, Big Rajbhog, Fried rice and chili-paneer will be served twice every month
- \*\*\* In place of Chicken Biryani and Raita, (a) either Mutton Curry (60g) / Sorso-Hilsa Fish Curry (1pc 50g) / Tiger Prawn (50g) Malai Curry will be served once every month and (b) fried rice and chili-chicken will be served once every month. If 120gms mutton or 100g hilsa fish/tiger prawn needs to be served (in consultation with mess committee) then VEG students should be given Rs. 39 worth extra food in the form of Rs. 55 worth cone/bar ice-cream. The food expense for that day would be counted to be Rs. 130 in place of Rs. 105 per student.
- Basmati Jeera rice, Lemon rice or Basmati Peas Pulao will also be made available along with plain rice on Tuesday and Thursday dinners.
- Mentioned sweets can be substituted by other sweets, gajjar (carrot) Halwa, or similar items of the same cost as decided by the mess committee.
- Ice cream, fruity, soft drinks, fruit juice, appy, chocolate, etc. can be substituted with each other in the menu as decided by the mess committee. However, only one of them will be available at a time.
- Lemon slices, pan mauri/saunf (Fennel seeds), sugar candies will be provided with every lunch and dinner except Sunday lunch.
- Ice-cream price is calculated as Rs. 12 per cup/bar.
- 250 ml (1 glass) of boiled pasteurized milk (non-taxable) with/without sugar will be made available to desiring students during breakfast and dinner at fixed rate of Rs. 13 and this would be billed separately to the concerned students' account. Students desirous of this should make prior arrangement with the mess food contractor. Instant demand will not be entertained.
- 250 ml (1 glass) of Bournvita/Horlicks/boost in hot pasteurized milk (non-taxable) with/without sugar will be made available to desiring students during breakfast and dinner at fixed rate of Rs. 17 and this would be billed separately to the concerned students' account. Students desirous of this should make prior arrangement with the mess food contractor. Instant demand will not be entertained.
- If a student has not given any option then he/she will be provided vegetarian food by default unless surplus non-vegetarian food is available.
- Tea / coffee or rasna/butter milk or Veg/tomato soup would be available as option during evening snacks and only one set has to be chosen a priori by the mess committee. More than one option will not be entertained.
- Required amount of salad is to be provided during lunch and dinner. It will comprise of at least any four of: Tomatoes, Cucumbers, Onions, Beetroots, Carrots, and Lemon.
- Brown and White bread should be served as decided by the mess committee of the respective Hall.
- The proportion of potato in the curries should not be more than 40% unless it is a primarily potato curry/sabji like jeera-alu.

- Required amount of toasted Slice Bread, Rice (both boiled and raw), fried rice, Khichri, Chapati, Puri, Dal, Sambar are to be served.
- In the breakfast butter is served as per the following protocol: One cube of 5 gms will be served first. Maximum one more will be provided on request.
- Any substitution in the menu has to be mutually agreed upon (as per the recommendation of the committee to be convened in the last week of every month).
- The members of mess menu committee will be the coordinating wardens (Mess 1 and 2) and G.Sec (mess) of all concerned Halls.
- The same menu will be effective for all Halls in Tables 1(a) and 1(b) for price, quantity and quality comparison purpose.

The following are some of the possible Seasonal Vegetable (SVEG) items.

**Table 5. List of Seasonal Vegetable Curries/preparations**

Paneer matar	Palak Paneer	Paneer Butter Masala
Alu Gobi	Alu matar	Alu Posto
Alu Dum	Alu Tomato Fry	Jeera Alu
Alu Bhindi	Alu Patal	Patal / Chichinga / Karela Fry
Green Peas-Alu-Cabbage	Begun/Brinjal Bharta	Alu-Begun Fry
Palak Matar	Begun Masala/ Bangachi Bhaji	Matar Ghugni
Barbati Fry/Sabji	Jhinga Posto	Echod (Jackfruit) Curry
Alu Mushroom Curry	Alu Bean/Sheem Fry	Drumstick-Aloo-Begun Curry
Sukto with Bori	Mixed Vegetable	Vegetable Korma
Paneer/Vegetable Kofta	Dal Fry	Tarka
Channa Masala	Kabuli Channa (Chhola)	Green peas fry
Mocha (banana flower) curry	Okra/Bhindi Masala	Veg Do pyaja
Veg/Gobi/Paneer Manchurian	Dhoka Curry	Lauki Curry
Soybean-Alu Curry	Paneer Bharta	Rajma Curry
Capsicum Chili Nutrilla	Jeera-Alu	Dal Makhani
Kundri-Alu	Chole-Dry Chili-Onion	Stuffed Capsicum
Alu-Papaya Curry	Gawar bhaji/sabji	Karela-Alu Fry
Spring Onion Alu Tomato	Broccoli Mix-veg Fry	Turnip-Alu-Papaya curry
Sorso (Mustard) Sag	Palak, gazzar, alu, bean mix veg	Sliced Kumro (Pumpkin) Fry
Chickpeas curry	Sprouts curry	Finger chips
Palak Tomato	Alu Bharta	Alu Dopiazza
Red Pumpkin Channa Curry	Neutrila Curry	Dhoka Dalna
Kadhi Pakoda	Malai Kofta	Baby Corn Masala (1/2 plate)
Cauliflower Fry	Lauki Kofta	Kajoor aamsatt chutney
Raw banana kofta	Fruit custard	

Twelve (12) items from the above will be selected for every month's menu.

## (II) Applicable to Labor Contractors Only

All labor contractors (same as mess contractor for Halls in Table 1(a)) would be paid the actual expenses towards outsourced workers' pay (salary + benefits (PF+ESI) + Bonus) and **a fixed service charge of 9%** on the pay amount. The proof of all payments (incl. benefits) must be provided in the bill.

### 4. Statutory Compliances:

- a. It will be the sole responsibility of the Contractor to abide by the provisions of the acts i.e., Employment of Children Act, Workmen Compensation Act, Employment of Labour/Contract Labour Act, Contract Labour Abolition & Regulation Act 1970, Minimum Wages as per Central Government, Employee Provident Fund Act and Employee State Insurance Act, Bonus Act, and any other Act or Legislation brought from time to time, which may govern the nature of the contract as may be applicable from time to time as to the outsourced workers engaged by him/her for performance of this contract.
  - b. The contractor will pay minimum wages in regards to his/her contractual outsourced workers engaged in bearer/masalchi/cleaner and allied services at the rate of the unskilled category. As and when the minimum wage is revised by Govt. notification it will be followed by the contractor with the approval of HMC.
  - c. The Contractor shall comply with all requirements under central, state and local tax laws (tax, duties, levies, etc.) and shall be responsible for payment of all taxes and other statutory payments to the respective authorities. These taxes would be properly accounted by the contractor and claimed from HMC.
  - d. Any liability arising on the Halls of Residence/Hall Management Centre shall be deducted from the bills of the Contractor first and if the full amount is not recovered then the same will be recovered from the Security deposit of the Contractor.
5. **Dress Code:** The labor contractor has to enforce the outsourced workers to wear a shirt with the logo of the company or the contractor. Two sets of uniforms and other items necessary for outsourced worker safety will be provided by the contractor (for all Halls, i.e., both Tables 1(a) and 1(b)).
6. **Dining Facility:** Dining facilities consisting of kitchen with all necessary vessels for cooking and fully furnished dining Halls with Water Coolers, Refrigerator, Freezer, Plates, Cups, Tumblers, and spoons etc. for serving food will be provided to the available extent. The mess food contractor must cook food in the kitchens and food shall be served in dining Halls.

For the plates, utensils etc. which are worn out or lost, misplaced etc., the mess committee of the Hall is solely responsible for it and any new utensils for cooking, replacement of aged utensils etc. will be done by the Hall. The auctioning of the old utensils is the sole responsibility of the Hall and the amount obtained in the auction

will belong to Hall.

Prospective tenderer may inspect available facilities with prior appointment. However, Hall authority is not bound to provide all the required items as per the demand of the contractor.

7. **Mess Duty:** The Hall Council in the Halls of Residence shall have a system of Mess Duty by the students. The students on Mess Duty will check the quality and quantity of the materials as would be used by the Contractor. The students on Mess Duty will also check quality and quantity of food items and other services as would be distributed and/or rendered by the Contractor concerned to the student boarders of the respective Halls. The student on Mess Duty will certify the quality of services of the mess food contractor which will be taken into account before clearance of the monthly food bill of the contractor. A register will be maintained by the Hall office for the purpose. The Hall Council will intimate the name of the students to be put on Mess Duty to the mess food contractor well in advance. The role of mess duty has been further detailed earlier in item 23 of Section I(b).
8. **Wastage of Food:** To avoid wastage, the basic (common) food mentioned in **Table 3** is to be served on each table instead of keeping the same at a central place (counter).
9. **Store Management:** The stores shall be under the custody of the G. Sec (Mess)/Mess duty students. The stores will be operated in the presence of the mess duty ONLY.
10. **Mess Rebate:** Residents in the Halls of Residence who will be expecting to remain away from the Hall for more than five (05) days in a continuous mode, will intimate the Hall office at least two (02) days prior to their leaving the Hall. Any such application will have to be forwarded by the competent authority, as the case may be, and to be submitted to the Hall office along with the Mess Card, as applicable. Such application will then be forwarded to the mess food Contractor after having a record of the same in a register. In such cases, **full rebate** on the mess food bill for the period of absence will be awarded to the resident and pro rata deduction of the same will be made from the bill of the Contractor.
11. **Rent:** During the period of contract, the mess food contractor shall have to pay a rental to HMC as per the following rates for every operational month:
  - (i) For less than 250 boarders: @Rs.12/- per student per month,
  - (ii) For 250 - 500 boarders: @Rs. 9/- per student per month,
  - (iii) For 501 - 1000 boarders: @Rs. 8/- per student per month and
  - (iv) Above 1000 boarders: @Rs. 7/- per student per month.
12. Depending on the requirement, the mess/labor contractor should shift the outsourced workers time to time among the Halls under their contract. HMC reserves the right to shift outsourced workers without assigning any reasons.
13. If it is observed at any stage that the quality of the mess food/labor service is unsatisfactory then penalty rules mentioned in item 25 of Section I(b) will be applied.

If HMC decides that the problem is severe and there is a deficiency in service then the mess or labor contract/work order as a whole may be terminated and the Security Deposit will be forfeited. The Contractor will have no claims whatsoever on Hall Management Centre.

14. The labor/mess contractor shall, unless otherwise provided in the contract, make his/her own arrangements for the engagement of all outsourced workers and the outsourced workers should be healthy and not suffering from any contagious diseases. Any form of contagious disease, unhealthy condition, bad behavior etc. of an outsourced worker should be brought to the immediate notice of the Hall as well as HMC.
15. It will be the responsibility of the Contractor/Service Provider that the outsourced workers engaged by him/her for catering services will be present in the Hall premises for the entire period of their duties.
16. It will be the responsibility of the Contractor/Service Provider that the Supervisor engaged by him/her (except for Halls mentioned in Table 1(b)) will also be present in the Hall premises for the entire period of duties and report to the Warden/ Assistant Warden (Mess)/General Secretary (Mess) of the Halls of Residence at least once in a day.
17. The Contractor/Service Provider should be in constant touch of the Hall authority.
18. The Contractor/Service Provider will not allow or permit his/her/their outsourced workers to participate in any Trade Union activities or agitation in the Hall premises, violation of which may result in the termination of the contract immediately.
19. No right, much less a legal right, shall vest in the contractor's outsourced workers to claim/have employment or otherwise seek absorption in the Hall Management Centre/IIT Kharagpur nor the contractor's outsourced workers shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the Hall Management Centre/IIT Kharagpur. The outsourced workers will remain the employees of the Contractor and this should be the sole responsibility of the Contractor to make it clear to their outsourced workers before deputing on work in the Halls of Residence.
20. The Contractor will be fully responsible for any accident or mishaps involving outsourced workers engaged by the Contractor and the Contractor would pay claims made by the victims. The Contractor shall indemnify the Hall Management Centre from any claims arising out of the accidents, disabilities of any nature or death or arising out of provisions of law, or any other nature in respect of all outsourced workers engaged by the Contractor.
21. The Contractor is required to depute his authorized representative at the work site who shall receive the instructions from the Hall authority from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of the contract.

22. The Contractor shall be liable to pay compensation for any loss and damages caused to the property of the Hall or its staff members/visitors by his/her outsourced workers.
23. The Contractor shall be personally responsible for the conduct of his/her outsourced workers and in case of any complaint against any of his staff, the Contractor will be under obligation to change the outsourced worker concerned when instructed by authority. The Contractor shall observe all the relevant laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Hall/Hall Management Centre will not and cannot hold any responsibility with regard to an outsourced worker on the role of the Contractor whatsoever.
24. The Contractor and his/her outsourced workers shall follow the rules and regulations of the Hall/Hall Management Centre in force and instructions issued from time to time. Hall/Hall Management Centre will be free to take action against the Contractor for violating the same.
25. The Contractor has to ensure that no outsourced mess worker should remain in the Hall after the closure of the mess, such as staying and sleeping in the Hall overnight. Also, outsourced mess workers are not allowed in the residential blocks and other common areas (TV room, common room, sports room, etc.).
26. The Security Deposit shall be forfeited and any unpaid bills will not be paid in the event of premature withdrawal by the Contractor from the job assigned.
27. If the Contractor denies or refuses to provide the services under the contract after receiving the work order, the agreement shall stand terminated without any notice and in such cases the Contractor would be liable to compensate the Hall Management Centre for any losses caused to it due to non- fulfillment of the contractual obligations in addition to forfeiture of Security Deposit.
28. The Hall Management Centre reserves the right to terminate the contract without assigning any reason by giving a notice of two months. The Contractor will also have to serve a notice of two months, if he/she wishes to terminate the contract.
29. At any time during the period the contract, if it comes to the notice of the Hall Management Centre that the Contractor has mislead this office by way of giving false/incorrect information which has been material in award of the contract, the contract shall be liable to termination without any notice besides other legal action as per law.
30. Kitchen Area, including manager's room, stores, vegetable cutting room, service counter, all machines, etc. should be cleaned by outsourced mess workers only. All dining tables and chairs should be cleaned by outsourced mess workers only. The mess dining hall floor, walls, roof, door, windows will be cleaned by the outsourced sweeping workers.
31. The contractor shall not appoint any Sub Contractor to carry out any obligation under

the contract.

**32. PENALTIES:** In addition to the penalties mentioned in item 25 of Section I(b), the following mentioned penalties may be imposed on the contractor in case of violation of the rules detailed below:

- a. Unavailability if the complaints register on the counter and/or discouraging the complaint can lead to a compensation of Rs. 6000 (applicable to all contractors for Tables 1(a) and 1(b)).
- b. Three or more complaints of insects found in any prepared food will invite a compensation of 80% of the cost of the item on the mess food contractor.
- c. Packaged add-on items such as potato chips, biscuit, bhujia, fruit juice, milk pouch, etc. should not be charged above MRP, If found so, a penalty of 3000/- should be imposed on the mess food contractor for every reported instance of violation.
- d. Complaints of unclean utensils in a day would lead to a penalty of Rs. 3,000/- on the mess food/ labor contractor per occurrence.
- e. If mess committee of the Hall agrees that certain food was not properly cooked, then a penalty of 90 % of the cost of that item would be imposed on the mess food contractor.
- f. If the food gets exhausted within the mess timings due to any reason or waiting time is more than 10 minutes, then the compensation mentioned in Section I(b), item 25(vii) will be applied on the mess food contractor.
- g. Change in a menu without permission of the Hall authority would result in a compensation of Rs. 12,000/- on the mess food contractor. The same clause applies for any discrepancy in quantity.
- h. Discrepancy on personal hygiene of outsourced workers, kitchen area, dining Hall etc. will result in a penalty of Rs. 10,000/- to the labor/mess contractor.
- i. If the mess food service provider is found to have used unbranded/bad/duplicate quality of any mess commodities then following penalties will be imposed on the mess food contractor:
  - If the strength of the Hall is less than 1000 a compensation of Rs. 15,000/- be imposed for every occasion of such happening and,
  - If the strength of the Hall is greater than 1000 a compensation of Rs. 30,000/- will be imposed for every occasion of such happening.
- j. If the service is affected because of a shortage of outsourced workers, Rs. 10,000 compensation will be imposed on the mess /labor contractor.
- k. For any violation of the agreement: first violation will imply penalty as per rules. A second violation of the same rule in the same calendar month will attract triple the initial amount of compensation and all subsequent violation of the same rule in the same calendar month would invite five times the initial amount of penalty. Further infraction of rules and regulations setout herein would result in



termination of contract as per item 25 of Section I(b).

- l. Non-compliance to the safety norms will invite a compensation of Rs. 5,000/- per offence. The responsibility of refilling the fire extinguishers and placing additional extinguishers if required is the sole responsibility of the contractor. Record of servicing gas lines and pipes, painting the gas lines (if required), valve checks etc. shall be submitted every semester to the respective Hall office. Any non-compliance will be reported to HMC leading to imposition of Heavy penalties.
  - m. The total compensation amount collected from the contractor will be transferred to HMC.
  - n. If cooking oil used to prepare non-vegetarian items is reused for cooking vegetarian items then a compensation of 100% of total cost of the meal would be imposed.
  - o. As and when a penalty is imposed, it will be informed within a maximum of 4 working days to the representative of the Contractor and penalty will be imposed by the Warden ONLY. The penalty amount will be deducted during payment of contractors' bill and the collected amount will be transferred to HMC.
  - p. In the case of any dispute, the penalty may be imposed in consultation with the Coordinating Warden (Mess) / Chairman, Hall Management Centre. All forms of conflict of interest should be avoided during imposition of penalties.
- 33. Security Deposit:** Security deposit equal to 5% of the Annual contract value, i.e. Total number of students taking food x expected total number of days of catering service in a year (excluding vacation period) x rate of Comprehensive Menu, refundable without interest after two months of completion of contract shall be furnished at the time of signing of the Agreement in the form of Pay Order/Demand Draft or Bank Guarantee. The security deposit can also be realized from the running bill of the contractor till the 5% on annual value of the contract is recovered.
- 34. Payment Terms:** Payments will be made within 15 days through ECS/NEFT/ RTGS after receipt of invoice/bills. The bills shall be submitted in triplicate in the following month for payment. There will be separate bills for labor and food. The proof of payment of salary, deposit of PF, ESI, Service Tax, weekly off, etc. for labor has to be provided for verification every month. The bills will not be processed if the documentary evidence in respect of the above is not submitted.
- 35. Income Tax and Tax on Food:** Halls will deduct Income Tax at source as per Income Tax Act from the contractor's bill at the prevailing rates of such sum as income. At present, 1% or 2%, as applicable, is the tax deduction at source (TDS) for contracted work. Towards tax on food, 5% (at present rate) of the total food bill amount will be Tax collection at source (TCS). It is mandatory that all mess food service providers have necessary GST registration. The TDS as well as TCS will be transferred to HMC by the Halls and then deposited to government account. HMC will issue deposit

certificates in this regard. Upon complete payment of tax on food and adjustment of TCS, the mess food service provider can claim for reimbursement of tax with the proof of tax payment from the Hall of Residence.

### **36. Disputes and Jurisdiction**

- a. **Settlement of Disputes:** It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of IIT, Kharagpur. The Bidder shall make the request in writing to the Director for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute failing which no disputes/claims shall be entertained by IIT, Kharagpur. The decision of the Director, IIT Kharagpur will be final and binding on the parties. If differences still persist, the settlement of the dispute may be sought in the court of law in Kolkata jurisdiction.
- b. **Jurisdiction:** The Court of Kolkata in the State of West Bengal only will have the sole jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.

**INFORMATION AND INSTRUCTIONS TO APPLICANTS****1.0 General:**

- 1.1 Letter of transmittal and forms for pre-qualification are attached (Section-IV).
- 1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, a reference to the same should be given against respective columns in such cases. If any particulars/ query is not applicable in the case of an applicant, it should be stated as 'Not Applicable'. However, the applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegram, telex or e-mail and those received late will not be entertained.
- 1.3 The application should be typewritten. The applicant's name, signature and official stamp should appear on each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any shall be made by neatly crossing out, initialing, dating and rewriting. All pages of the pre-qualification document shall be signed, numbered and submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by a responsible person.
- 1.6 The applicant is advised to attach any additional information, which he thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after pre- qualification document is submitted, unless the Institute calls it for.
- 1.7 Prospective applicants may seek clarification regarding the work and/ or the requirements for pre-qualification, in writing within a reasonable time. The Applicant can visit the HMC between 10.00 am to 2.00 pm on any working day before the last day of submission of tender. Any clarification given by the Institute will be hosted in the website of the Institute. No request for clarification will be considered after receiving the pre-qualification documents.

**2.0 Method of Application:**

- 2.1 If an individual makes the application, it shall be signed by the proprietor

above his full typewritten name and current address.

- 2.2 If the application is made by a proprietary firm, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 2.3 If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address, or alternatively by a partner holding power of attorney for the firm. In such a case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.
- 2.4 If the application is made by a limited company or a corporation, it shall be signed by a duly authorized person holding power of attorney for signing the application. In such a case, a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the pre-qualification application is filed.

### **3.0 Particulars of the Work:**

The particulars of the work given in **SECTION-I (a) and (b)** are provisional and must be considered only as advance information to assist the applicant.

### **4.0 Site Visit:**

The applicant is advised to visit and examine the site of work (mess of the Halls of Residence) and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the pre-qualification application. The site visit should ideally happen in the presence of students(s) nominated by the warden of the respective Hall. The warden of the respective Hall may be contacted beforehand (See <http://www.hmc.iitkgp.ac.in/web/bachelor-accomodation/>) to fix up an appointment and to nominate the student representatives for the visit. The cost of visiting the site shall be at applicant's own expense.

### **5.0 Initial Criteria of Eligibility for Pre-Qualification:**

- a. For applicants of mess contract in Halls of Residence under Table 1(a), the applicant should be in catering business **for a minimum period of five years** as on the last date of submission of the tender.
- b. For applicants of mess contract in Halls of Residence under Table 1(a), experience of having successfully run the catering services in Govt. organization/ PSU/ Govt. funded educational Institute during the last five (05) years ending as on the last date of submission of the tender, as per following details:-
  - (Three) similar completed works each having not less than 300 persons on its dining strength.

OR

- (Two) similar completed works each having not less than 400 persons on its dining strength.
- OR
- 1 (One) similar completed work of having not less than 500 persons on its dining strength.

**Note: Similar nature of work means the running of canteens, hostels, messes, restaurants and mass catering services etc.**

- c. For applicants of mess contract in Halls of Residence under Table 1(b), an experience of labor contract business in Govt. Organization/PSU/Govt. funded Educational Institute for a minimum period of five years as on the last date of submission of the tender.
- d. For applicants of mess contract in Halls of Residence under Table 1(b), an experience of having successfully run labor contract services in students' hostels of IISERs, IITs, IIMs, NITs and Central-funded Universities/Institutes of higher learning during last 05 years ending as on the last date of submission will be preferred.
- e. For applicants of the mess contract in Halls of Residence under Table 1(a), the applicant's average annual financial turn-over (gross) in catering services during the last 3 (three) years, duly audited by Chartered Accountants, should not be less than the amount as indicated in table 7 (a) during last preceding three financial years ending 31<sup>st</sup> March, 2019. Year in which no turnover is shown would also be considered for working out the average.

For applicants of the labor contract in Halls of Residence under Table 1(b), the applicant's average annual financial turn-over (gross) in cleaning services/ housekeeping services, duly audited by Chartered Accountants, should not be less than **50 Lakhs** during last preceding three financial years 2016-17, 2017-18, 2018-19. Year in which no turnover is shown would also be considered for working out the average.

- f. For applicants of the mess contract in Halls of Residence under Table 1(a), solvency certificate of the minimum amount as indicated in table 7 (a) in a prescribed format is required from any Nationalized Bank.
- g. For applicants of the labor contract in Halls of Residence under Table 1(b), solvency certificate must be provided in a prescribed format is required from any Nationalized Bank and the amount should not be less than as indicated in table 7 (b).
- h. The bidder must have a minimum manpower of 20 deployed for services of similar nature (either mess or labor contract, as applicable) as on the last date of tender submission. The bidder must submit the last three months' Challans for contribution of EPFO and ESIC towards those employees, as proof.
- i. The service provider shall ensure that **adequate manpower** is deployed for

preparation and service of each meal including cleaning, washing and overall upkeep of mess assets and premises as mentioned in **Clause 7 of SECTION-I**. The applicant should submit a list of these employees stating clearly how these would be involved in this work.

- j. The service provider should have valid Trade License Number, Labor License and Registration Number, Permanent Account Number, WB VAT or GST Registration Number, EPF Registration Number, ESI registration Number, Proof for payment of last three years Income Tax and proof of last three months Challan in support of the deposit of the contribution made both with the EPFO and ESIC. PAN/TAN, IT and ST clearance (copy of the certificate/returns be submitted)
- k. A notarized certificate (affidavit) to be signed by MD / CEO of the company that they have not been debarred or blacklisted for any services, supplies or products dealing in, by any organizations or educational institute/ university or state/ central government and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them.

## **6.0 SUBMISSION AND EVALUATION OF THE TENDER**

### **6.1 Submission of Prequalification Documents:**

The interested firms meeting the pre-qualification criteria are required to submit their Tender in sealed envelopes. The Tender should contain the following documents:

**Prequalification-cum-technical information** as in **SECTION-IV** along with all supporting documents along with Earnest Money Deposit (EMD) of **Rs. 200,000/-** (for mess food and labor contract) or **Rs 100,000** (for labor contract only), as applicable, and Tender submission Fee for **Rs. 15,000/-** (for mess food and labor contract) or **Rs. 7000** (for labor contract only), as applicable, in the form of Demand draft which should be kept in separate envelopes super-scribing **“EMD fees”** and **“TENDER Fees”**, respectively.

All the pages of the Tender document including the annexes and copy of certificates/document should be signed by the authorized person of the Firm along with the seal of the firm.

Envelope should be super-scribed:

**“Pre-qualification document for empanelment of agencies for providing contractual labour and catering services in the Halls of Indian Institute of Technology Kharagpur.”**

Or

**“Pre-qualification document for empanelment of agencies for providing contractual labour for mess operation in the Halls of Indian Institute of Technology Kharagpur.”**

**Submitted by : (Name , Address, email and Telephone number of the firm)**

**Submitted to :**

Chairman  
Hall Management Centre  
Indian Institute of Technology Kharagpur  
Kharagpur-721 302, West Bengal.

An applicant can submit the pre-qualification document by Registered post/ Courier/ Speed Post or submit the same in person, so as to reach the designated address by the time and date stipulated. No delay in the submission of the tender for any reason will be entertained. Any tender received by the Institute after the deadline shall not be accepted.

- 6.2 The Bidder shall give an undertaking that he/she will comply with all the conditions in the tender documents. For this purpose, the tender documents have to be complete in all respects and duly signed in ink and stamped on each page by an authorised representative of the Bidder.
- 6.3 Submitted tenders in form of original hard copies duly signed in ink on each page will be considered. **No photocopied / certified copies of tenders shall be accepted; if submitted so, the tenders shall be rejected.**
- 6.4 The Tender document can be downloaded from the website of the Institute i.e., [www.iitkgp.ac.in](http://www.iitkgp.ac.in). The tender fee should be paid by way of demand draft in favor of **Chairman, HMC, IIT Kharagpur** and payable at **Kharagpur**. The Demand Draft should be submitted along with the Prequalification-cum-technical information.

Earnest Money Deposit must also be paid by way of Demand draft in favour of **Chairman, HMC, IIT Kharagpur**, payable at **Kharagpur** and should be submitted along with the bid. The EMD amount will be returned to unsuccessful firms after finalization of the bid. In respect of the successful bidder, the EMD will be returned after acceptance of the offer letter along with the performance security. No interest will be paid on the Earnest Money Deposit.

- 6.5 Acceptance of bids & withdrawals: The right of final acceptance of the tender is entirely vested with the Chairman, HMC, IIT Kharagpur who reserves the right to accept or reject, any of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of IIT, KGP to communicate with rejected bidders. After acceptance of the tender, the bidder shall have no right to withdraw his tender. The tender acceptance authority may also reject all the tenders for reasons such as change in the scope of work, lack of anticipated financial resources, court orders, accident, calamities etc. and other unforeseen circumstances.
- 6.6 **Last date of submission of Prequalification documents (tender documents): 11<sup>th</sup> December 2019 up to 3:00 PM at HMC Office.**
- 6.7 **Date of Opening of Tender: 11<sup>th</sup> December 2019 at 5:00 PM at the Institute Committee Room of the Institute.**

- 6.8 In case if the due date for any event related to this tender happens to be a holiday, the same will be held on the next working day. The timings will however remain unchanged. Please Note that the Institute remains closed during Saturdays & Sundays.
- 6.9 Signed copy of the whole tender document, with company seal, agreeing to the terms & conditions and declaration should be submitted.

## 7.0 EVALUATION CRITERIA

The Tender will be evaluated by Tender evaluation committee constituted by the Competent Authority, IIT Kharagpur. The detailed evaluation method for Prequalification-cum-Technical bid is specified below. The total weightage will be 100 in Prequalification-cum-Technical part. The tenders for operating catering services (along with labor contract) and only mess labor contract would be separately evaluated and empaneled.

Only the technical bids of the firms, which meet the prequalification criteria, would be taken up for detailed evaluation. Each firm meeting the pre-qualification criteria would be evaluated and given score out of 100 marks as mentioned in **Table 6**. In the case of non-fulfillment of minimum pre-qualification criteria (**Clause 5.0 of SECTION-III**) in each category of the technical bid, the bid of the respective bidder shall be rejected. **The empanelment for mess food / labor contract service at various Hall of Residence will be made for those firms who secured at least 50 marks out of 100 marks in the Technical Bids for respective works.** However, the empanelment alone does not vest any right to providing the services. **The agencies shall remain empaneled for a period of one year**, during which period, they may be awarded the contract for providing the labor contract or mess services, as the case may be, in any Hall of Residence. **The period of empanelment may be extended by the authority for two more years on yearly basis based on satisfactory performance and at the discretion of HMC.**

### **Tie-Breaking Clause:**

In case two or more bidders score equal marks in their total technical score then empanelment will be made based on their total marks (Sl. No. 1+2+3+4 of **Table 6**). If the tie remains further, then the tie-breaking will be done by considering marks obtained / the bank solvency (Sl. No. 5 of **Table 6**). Subsequently the number of staff (Sl. No. 6 of **Table 6**) will be considered, if still required for tie-breaking. If the tie still persists, then the empanelment sequence will be decided by a toss of a coin in the presence of the concerned bidders.



**Table 6: Technical / Pre- Qualification Evaluation Criteria**

<b>Sl. No</b>	<b>Particulars</b>	<b>Allocation of Marks</b>	<b>Total Marks</b>
<b>01</b>	<b>Firm's Relevant Experience in years</b>		<b>10</b>
	5 Years -7 years	<b>3</b>	
	> 7 Years -10 years	<b>5</b>	
	> 10 Years -13 years	<b>7</b>	
	> 13 Years	<b>10</b>	
<b>02</b>	<b>Average Annual financial turn-over (gross) of the Firm (in the last 3 financial years) ended on 31st March 2019</b>		<b>20</b>
	Rs. 50 Lakhs to Rs.100 Lakhs	<b>4</b>	
	Above Rs.100 Lakhs and up to Rs.200 Lakhs	<b>8</b>	
	Above Rs.200 Lakhs and up to Rs.300 Lakhs	<b>12</b>	
	Above Rs.300 Lakhs and up to Rs.400 Lakhs	<b>16</b>	
	Above Rs. 400 Lakhs	<b>20</b>	
<b>03*</b>	<b>Length of experience in similar nature of work in Govt. Organization / PSU/ Govt. funded Educational Institute (Details as per clause no. 5.b in SECTION-III)</b>		<b>30</b>
	Less than 5 years continuous/ discontinuous	<b>0</b>	
	5 years or more but in discontinuous basis	<b>10</b>	
	5 years to 7 years continuous experience	<b>15</b>	
	> 7 years and upto 9 years continuous	<b>18</b>	
	> 9 years and upto 11 years continuous	<b>21</b>	
	> 11 years and upto 13 years continuous	<b>24</b>	
	> 13 years and upto 15 years continuous	<b>27</b>	
	> 15 years continuous	<b>30</b>	
<b>04*</b>	<b>Experience in similar nature of work in Govt. Organization / PSU/ Govt. funded Educational Institute( details as per clause no. 5.b in SECTION-III)</b>		<b>10</b>
	In students' hostels of IISERs, IITs, IIMs, NITs and Central funded Institutes of higher learning.	<b>10</b>	
	In IISERs, IITs, IIMs, NITs and Central funded Institutes of higher learning (but not in students' hostel ).	<b>8</b>	
	In other Govt. Educational Institution including students' hostels	<b>6</b>	
	In other Govt. organizations/ PSU	<b>4</b>	
<b>05</b>	<b>Bank Solvency (mess and labor contract)</b>		<b>20</b>
	Rs. 50 Lakhs to Rs.70 Lakhs	<b>05</b>	
	Above Rs.70 Lakhs and up to Rs.100 Lakhs	<b>10</b>	
	Above Rs.100 Lakhs and up to Rs.150 Lakhs	<b>15</b>	
	Above Rs. 200 Lakhs	<b>20</b>	
	<b>Bank Solvency (only labor contract)</b>		
	Up to Rs. 15 Lakhs	<b>05</b>	
	> Rs. 15 Lakhs and up to Rs. 30 Lakhs	<b>10</b>	
	> Rs. 30 Lakhs and up to Rs. 50 Lakhs	<b>15</b>	
	Above Rs. 50 Lakhs	<b>20</b>	
<b>06</b>	<b>Number of full time contractual staff in similar services on the pay-roll of company (towards whom company remits PF &amp; ESI)</b>		<b>10</b>
	Upto 20 Staff	<b>2</b>	
	>20 and upto 30 Staff	<b>4</b>	
	>30 and upto 60 Staff	<b>6</b>	
	>60 and upto 90 Staff	<b>8</b>	
	>90 Staff	<b>10</b>	
	<b>Total Technical Score</b>		<b>100</b>

\* For items 3 and 4, any experience shown must be backed by documentary evidence and certificate(s) from the competent authority of current and past places of work in Form I. These

certificates (Form I) must mention the quality of service provided in a scale of 0 to 10, 0 being the lowest and 10 being the highest score. Any experience certificate mentioning a score less than 7.0 will be treated as invalid. The competent authority is the one who issued the work order to the contractor. Therefore, copy of the respective work order must be attached with the experience certificate.

## **8.0 Award of Contract**

The merit list will be prepared among the Empaneled Agencies based on their technical score as per evaluation criteria mentioned above.

The offers for providing mess catering and labor contract services, together, in Halls mentioned in **Table 1(a)** will be made zone-wise as provided below:

- (i) Highest Rank holder will be given an opportunity to choose maximum three (3) numbers of Halls subjected to fulfillment of required Turnover and Adequate bank solvency mentioned in **Table 7** and the condition that the total number of students in those Halls does not exceed 40% of the total student strength in Halls mentioned in **Table 1(a)**.
- (ii) The above methodology for allocation of other Halls will be followed accordingly for subsequent rank holder/s.

The offers for providing labor contract services alone in Halls mentioned in **Table 1(b)** zone-wise will be as provided below:

- (i) Highest Rank holder will be given an opportunity to choose any one of Halls subjected to fulfillment of required Turnover and Adequate bank solvency mentioned in **Table 7**.
- (ii) The above methodology for allocation of other Halls will be followed accordingly for subsequent rank holder/s.

However Competent Authority reserves the following rights:

- a) To review the performance of agency/agencies every semester by an evaluation committee to be formed by the Competent Authority based upon which the Competent Authority may terminate the contract by giving one-month notice and allocate the said Hall to remaining empaneled agencies according to merit.
- b) To drop those empaneled agencies from the list of the empaneled agencies that decline to provide the service for which they have been shortlisted for any of the Halls of Residence for any reason whatsoever.
- c) To allocate any Hall/ Halls from any Empaneled Agency/s.
- d) To amend the scope and value of the contract.
- e) To amend the rate and menu of the contract.

- 9.0** The agency selected for a Hall of Residence shall be required to sign (with company/agency stamp) and receive a work order from HMC. By accepting the work order from HMC, an individual contractor will be deemed to have entered into an agreement with HMC as the other party whereby the contractor has agreed to accept all the terms and conditions set upon in this tender. There will be no separate agreement between HMC and empaneled contractors other than the work order acceptance mechanism.

**Table 7(a):** Associated turnover and solvency requirement for various Halls for private mess (Table 1(a)) operation with outsourced workers

Sl. No.	Name of the Hall	Tentative No. of Boarders (approx.)	Minimum average yearly turnover for last 3 years (in Rs.)	Requirement of Minimum Bank Solvency Amount (Rs.)
1.	LBS	1950	175 Lakh	175 Lakh
2.	MMM	1550	140 Lakh	140 Lakh
3.	BRH	1300	120 Lakh	120 Lakh
For the rest of the Halls: Minimum average yearly turnover for last 3 years (in Rs.) and Minimum Bank Solvency Amount should not be less than Rs. 50 Lakhs.				

**Table 7(b):** Associated turnover and solvency requirement for HMC controlled mess (Table 1(b)) operation with outsourced workers

Sl. No.	Name of the Hall	Tentative No. of Boarders	Minimum average yearly turnover for last 3 years (in Rs.)	Requirement of Minimum Bank Solvency Amount (Rs.)
1.	PH	450	10 Lakh	10 Lakh
2.	NVH	800	15 Lakh	15 Lakh

- 10.0 Letter of Transmittal:** The applicant should submit the letter of transmittal attached with the pre-qualification document.
- 11.0 A fixed service charge rate of 9%** (over the total payment made for wage and contribution towards EPF and ESI of the outsourced workers engaged in a Hall of Residence) will be offered to the service providers for mess labor contract services. The service charge rate has been fixed by the Institute, and only bidders willing to provide service at this fixed rate will be empaneled. A declaration (**Form-G**) in this regard is to be attached by the bidder in the tender document.
- 12.0** The rates and Menu as scheduled in **SECTION-II (Tables 3 & 4)** are decided by the Institute, which is worked out on the basis of prevailing market rates in respect of the commodities and the facilities provided by the Institute in each Hall of Residence. Only bidders willing to provide food at this fixed rate will be empanelled. A declaration (**Form-H**) in this regard is to be attached by the bidder in the tender document.

Chairman, HMC  
Indian Institute of Technology  
Kharagpur

**PRE-QUALIFICATION-CUM-TECHNICAL INFORMATION**

## LETTER OF TRANSMITTAL

[To be submitted in the organizational letterhead]

From  
(Full Address of the Applicant)

To:  
Chairman, HMC  
Indian Institute of Technology Kharagpur

SUBJECT: Submission of pre-qualification application for empanelment of agencies for providing catering services in various halls of residence of the Indian Institute of Technology on fixed rate and menu decided by the institute.

Sir,

Having examined the details given in the Tender Document **Ref. No. IIT/HMC/OS-M/CONT/ 01/ 2019 dated `20<sup>th</sup> November 2019** for Empanelment of agencies for providing contractual labour for mess operation on fixed service charge rate decided by the Institute and catering services in various Halls of Residence of the Institute on fixed comprehensive menu and rate decided by the Institute published in the CPP Portal and Institute website, we hereby submit the Pre-qualification documents.

1. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. We undertake that, if any information or document is found to be false or forged, my application/empanelment is liable to be rejected / cancelled by the HMC, IIT-Kharagpur at any point of time.

Enclosures:                      nos.

Date of submission:

Signature of Applicant

Name of the Organization (Company seal)

**FORM 'A'**

**Details of Organization/Service Provider**  
 [To be submitted in the organizational letterhead]

Sl No	Description	Information
1	Name of the Firm	
2	Year of Establishment	
3	Complete Address	
4	Contact number and e-mail id.	
5	Name & Designation of the contact person with mobile number and e-mail id.	
6	Trade License Number / Society Regn. Number (Copy should be enclosed)	
7	Labour License Number / Registration Number (Copy should be enclosed)	
8	Permanent Account Number (Copy should be enclosed)	
9	EPF Registration Number (Copy should be enclosed)	
10	ESI Registration Number (Copy should be enclosed)	
11	WB VAT / GST Registration Number for mess service applicants in Halls (Table 1 (a)) (Copy should be enclosed)	
12	Proof for payment of Income Tax (for last three years) (Copy of the IT Return for last Financial three years ending on March 2019 to be enclosed)	Enclosed/ Not enclosed
13	Copy of the last three months Challan in support of the deposit of the contribution made both with the ESIC, and the EPFO to be enclosed	Enclosed/ Not enclosed

**Declaration:** I hereby certify that the information furnished in this document is complete and correct to the best of our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be black listed and will not be allowed to have any dealing with the Hall Management Centre, IIT Kharagpur in future.

Date:

Signature of the tenderer with seal

**Technical Data Sheet** [To be submitted in the organizational letterhead]

Sl. No	Particulars	Data / Value	Marking convention in supporting documents
01	<b>Firm's Relevant Experience in years</b>		<b>Annexure B-01</b>
	5 Years -7 years		
	> 7 Years -10 years		
	> 10 Years -13 years		
	> 13 Years		
02	<b>Average Annual financial turn-over (gross) of the Firm (in the last 3 financial years) ended on 31st March 2019</b>		<b>Annexure B-02</b>
	Rs. 50 Lakhs to Rs.100 Lakhs		
	Above Rs.100 Lakhs and up to Rs.200 Lakhs		
	Above Rs.200 Lakhs and up to Rs.300 Lakhs		
	Above Rs.300 Lakhs and up to Rs.400 Lakhs		
	Above Rs. 400 Lakhs		
03*	<b>Length of experience in similar nature of work in Govt. Organization / PSU/ Govt. funded Educational Institute (Details as per clause no. 5.b in SECTION-III)</b>		<b>Annexure B-03</b>
	Less than 5 years continuous/ discontinuous		
	5 years or more but in discontinuous basis		
	5 years to 7 years continuous experience		
	> 7 years and upto 9 years continuous		
	> 9 years and upto 11 years continuous		
	> 11 years and upto 13 years continuous		
	> 13 years and upto 15 years continuous		
	> 15 years continuous		
04*	<b>Experience in similar nature of work in Govt. Organization / PSU/ Govt.-funded Educational Institute( details as per clause no. 5.b in SECTION-III)</b>		<b>Annexure B-04</b>
	In students' hostels of IISERs, IITs, IIMs, NITs and Central funded Institutes of higher learning.		
	In IISERs, IITs, IIMs, NITs and Central funded Institutes of higher learning (but not in students' hostel ).		
	In other Govt. Educational Insti including students' hostels		
	In other Govt. organizations/ PSU		
05	<b>Bank Solvency (mess and labor contract)</b>		<b>Annexure B-05</b>
	Rs. 50 Lakhs to Rs.70 Lakhs		
	Above Rs.70 Lakhs and up to Rs.100 Lakhs		
	Above Rs.100 Lakhs and up to Rs.150 Lakhs		
	Above Rs. 200 Lakhs		
	<b>Bank Solvency (only labor contract)</b>		
	Up to Rs. 15 Lakhs		
	> Rs. 15 Lakhs and up to Rs. 30 Lakhs		
	> Rs. 30 Lakhs and up to Rs. 50 Lakhs		
	Above Rs. 50 Lakhs		
06	<b>Number of full time contractual staff in similar services on the pay-roll of company (towards whom company remits PF &amp; ESI)</b>		<b>Annexure B-06</b>
	Upto 20 Staff		
	>20 and upto 30 Staff		
	>30 and upto 60 Staff		
	>60 and upto 90 Staff		
	>90 Staff		
	<b>Total Technical Score</b>		<b>100</b>

**Declaration:** I hereby certify that the information furnished in this document is complete and correct to the best of our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company may be black listed and may not be allowed to have any dealing with the Hall Management Centre, IIT Kharagpur in future.

Date:

Signature of the tenderer with seal



**FINANCIAL INFORMATION**

- I. Financial Analysis - Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for 3 (three) years ended on 31st March 2019 in Lakhs and certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached ).

Sl. No	Details	Financial Years		
		( 1 ) 2018-19	( 2 ) 2018-17	( 3 ) 2017-16
i)	Gross annual turnover in catering services (for mess and labor contract for Halls in Table 1(a))			
ii)	Gross annual turnover in labor contract services (for labor contract for Halls in Table 1(b))			
iii)	Profit / Loss			

- II. Financial arrangements for carrying out the proposed works.

Note: Attach additional sheets, if necessary  
(Signature of Applicant)

## **FORM 'D'**

### **Details of all Works of Similar Nature Completed during the Last Five Years or more as on the last date of submission**

Sl. No.	Name of work / contract and location	Owner or sponsoring organization	Nature of sponsoring organization (Govt/PSU/Private)	Scope of work including capacity	Date of Commence -ment as per contract	End date of the contract	Stipulated period	Name, address and telephone of the officer to whom reference may be made.	Remarks

Necessary supporting documents (work orders and experience certificate in FORM I) must be attached.  
Certificates in FORM I mentioning a score less than 8.0 will be treated as invalid experience.

(Signature of applicant)

## Solvency Certificate [Format for Solvency Certificate]

To  
The Chairman  
Hall Management Centre  
Indian Institute of Technology, Kharagpur  
Kharagpur- 721302  
West Bengal

### Solvency Certificate

This is to certify that to the best of our knowledge and information,  
M/s..... (address) ..... a customer of our  
bank is respectable and be treated as good for an engagement up to a sum of  
Rs..... (Solvency amount) ..... only as on.....  
(Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the  
Bank or any of its officers. This certificate is issued at the specific request of the  
customer.

Yours faithfully,

For..... Bank

Bank Officer with  
designation and seal

**Declaration of Compliance in connection with the deployment of  
out-sourced staff/service provider staff**

1. The contractor shall fix wage periods in respect of which wages shall be payable.
2. No wage period shall exceed one month.
3. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance.
4. **All wages shall be paid directly to the bank accounts** of the respective outsourced workers.
5. A notice showing the wage period and the disbursement date of wage to the bank shall be displayed, at the place of work and copy sent by contractor to the principal employer under acknowledgement.
6. Every contractor shall obtain the signature or thumb-impression of the outsourced worker concerned against the entries relating to him/her or the Register of Wages and the entries shall be authenticated by the initials of the contractor or his authorized representative.
7. Every contractor shall maintain, in respect of such registered establishment where he/she employs contract labourer, a register in Form XIII.
8. Every contractor shall issue an employment card in Form XIV to each outsourced worker within three days of the employment of the outsourced worker.
9. Every contractor shall in respect of each work on which he/she engages contract labourers maintain (i) a muster roll in Form XVI; and (ii) a register of wages in Form XVII.
10. No female contract labourer shall be employed by any contractor before 6.00 a.m. or after 7.00 p.m. - excepting in girls Halls.
11. Challan for contribution towards EPFO and ESIC in respect of each labourer is to be submitted on a monthly basis **based on which his bill for a particular month will be released.**

*This is to certify that the firm would comply with the above clauses (1 to 11) in  
connection with the deployment of out-sourced staff/service providers' staff*

Date:

(Signature of Applicant)  
Name and Company's seal

## Declaration for Accepting Fixed Service Charge Rate

To  
The Chairman  
Hall Management Centre  
Indian Institute of Technology, Kharagpur  
Kharagpur- 721302  
West Bengal

This is to certify that we are willing to provide mess labor contract services in Halls of Residence at IIT Kharagpur (**Reference Your Tender No. IIT/HMC/OS-S/CONT/01/2019 dated 20<sup>th</sup> December 2019**) against a service charge rate of 9% (nine percent) which has been fixed by your Institute ***as per clause no. 11.0 in SECTION-III of the tender document.***

Date:

(Signature of Applicant)

Name and Company's seal

## Declaration for Accepting Fixed Comprehensive Menu Rate

(Only Applicable to those applying for mess food/catering contract  
together with compulsory mess labor contract)

To  
The Chairman  
Hall Management Centre  
Indian Institute of Technology, Kharagpur  
Kharagpur- 721302  
West Bengal

This is to certify that we are willing to provide mess food/catering services in Halls of Residence at IIT Kharagpur (**Reference Your Tender No. IIT/HMC/OS-S/CONT/01/2019 dated 19/11/2019**) at fixed rate of **Rs. 105 (Rupees One Hundred and Five)** per student per day for the comprehensive menu (Tables 3 and 4) fixed by your Institute ***as per clause no. 12.0 in SECTION-III of the tender document.***

Date:

(Signature of Applicant)  
Name and Company's seal

*To be provided in sealed envelope as confidential report by the issuing authority*

## Experience Certificate

To Whom So Ever It May Concern:

This is to certify that \_\_\_\_\_ (*Name of the contractors firm*) provided/has been providing \_\_\_\_\_ (*type of service*) service to us from \_\_\_\_\_ (*start date*) to \_\_\_\_\_ (*end date*).

In qualitative terms, the service provided by is excellent / good / satisfactory / unsatisfactory (*strike out whatever does not apply*).

In a scale of 0 to 10, 0 being the lowest score and 10 being the highest score, their quality of service provided to us gets a score of \_\_\_\_\_ (in words: \_\_\_\_\_).

Date:

(Signature of The Issuing Authority)  
Name and Organization's seal

### Reference Quantitative Scale:

<6.0 : Unsatisfactory, ≥6.0 and <8.0 : Satisfactory, ≥8.0 and <9.0 : Good, ≥9.0 : Excellent.

**Additional Item Rates Inclusive of All Taxes (On Direct Payment Basis)**

Note: Items will be supplied depending on availability

Sl.	Item	Unit	Rate (Rs.)
1	Halawa	1 Plate	13.00
2	Plain Paratha with Sabji	Paratha – 2 Pcs.	13.00
3	Hing Kachuri with Sabji	Kachuri – 4 Pcs.	13.00
4	Onion Pakoda with Chatni	Pakoda – 100 gms	13.00
5	Pastry	1 Pcs.	11.00
6	Veg Cake	1 Pcs.	670
7	Alu Chap with Chatni	Alu Chap – 1 Pcs.	3.50
8	Bread Pakoda with Sauce	Pakoda – 1 Pcs.	8.00
9	Papri Chat	1 Plate	11.00
10	Pani puri	1 Plate – 8 Pcs	16.50
11	Dahi Vada	1 Pcs.	8.00
12	Veg Patties	1 Pcs.	13.00
13	Alu Tikkia	1 Plate	11.00
14	Vada Pav	1 Plate	11.00
15	Samosa Chat	1 Plate (2 pc)	9.00
16	Alu Chat	1 Plate	9.00
17	Vegetable Chop	1 Pc.	6.00
18	Egg Chop	1 Pc	7.00
19	Veg Muglai	1 Pc.	13.00
20	Egg Muglai	1 Pc	16.50
21	Veg Pizza	1 pc (small)	33.00
22	Chicken Pizza	1 pc (small)	44.00
23	<b>Packaged products with MRP such as Biscuits, Potato Chips, Kurkure, Fried Moong, Bhujia, chocolate, etc.</b>	<b>1 pack</b>	<b>At or below MRP</b>
24	<b>Guest Meal</b>	<b>1 unit</b>	<b>Cost as per Tables 3 and 4 + VAT/GST + 40% of the meal cost towards outsourced worker salary</b>

**Note:**

- Packaged products must be stocked up in sufficient quantities.
- The onus of supplying additional items, accounting them and charging directly to students lies with the mess contractor.
- Neither Hall office nor HMC will be dealing with any payments related to additional items.
- Guest meal charges would be directly collected from the concerned students after including all taxes. The request for guest meal should be made at least 8 hours in advance and confirmed by the contractor's representative.