

**INDIAN INSTITUTE OF INFORMATION TECHNOLOGY LUCKNOW  
CHAK GANJARIA (C.G. CITY)  
LUCKNOW- 226002**

**TENDER FOR PROVIDING CATERING SERVICES FOR HOSTEL MESS AT  
IIIT LUCKNOW**

**Tender no.: IIITL/TENDER/MESS CATERING/2019-20**

**Date: 23.07.2019**

**Tender no.: IIITL/TENDER/MESS CATERING/2019-20 dated 23.07.2019**

**Notice Inviting Tender (NIT)**

IIIT Lucknow invites sealed tender under Two Bid Systems (Technical & Financial) for award of Catering Services for Hostel Mess at IIIT Lucknow. Tenders are invited from experienced and registered Restaurant Owner/Catering Service Provider. Presently, IIIT Lucknow does not have its Mess Kitchen and the same shall be procured within two months after award of this tender. The prospective bidder should ensure that mess services are provided without any hindrance during this period.

Tenders should be submitted in the prescribed proforma with the Tender Processing Fee in the form of Demand Draft and Earnest Money Deposit in the form of Demand Draft/FDR/Bank Guarantee. All Prospective Bidders are requested to submit the bids by speed post/courier with complete details of specifications, terms & conditions, warranty/ guarantee etc. Bids should be in two separate sealed envelopes super scribed as "Technical Bid and Commercial Bid" respectively and placed in a single envelope with name of the tender, ref. number and closing date superscripted on the top of the envelope addressed to the Deputy Registrar, IIIT-Lucknow, Chak Ganjaria (C.G City), Lucknow upto 13/08/2019 till 14:00 P.M. The detailed tender document is available on the Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/epublish/app> and Institute Website <https://www.iiitl.ac.in/tenders>

1	Date of Tender Publishing on website	23.07.2019
2	Date, time & Venue of Pre-bid meeting and site visit at IIIT Lucknow:	30.07.2019 at 12:00 hrs at IIIT-Lucknow Campus, Chak Ganjaria (C.G City), Lucknow -226002. <b><u>Attending Pre Bid meeting and site visit is mandatory. Only those firms/prospective bidders, who shall attend the Pre Bid meeting shall be eligible to participate in the Tender process.</u></b>
3	Corrigendum, if any, as a result of pre-bid meeting with the prospective bidders.	31.07.2019 up till 17:00 hrs.
4	Last Date and Time for Submission of Tender	13.08.2019 at 14:00 P.M (No late bid will be accepted)
5	Opening of Technical Bid	13.08.2019 at 15:00 P.M
6	Address for submission of bid documents	The Deputy Registrar IIIT-Lucknow Campus, Chak Ganjaria (C.G City), Lucknow -226002.
7	Venue for opening of Technical Bid	Same as above
8	Duration of Contract	Initially <b>01 year</b> from the date of issue of order (Subject to further extension as per tender terms)
9	Tender Processing Fee	Tender Processing Fee of Rs. 2360 (Two Thousand Three Hundred Sixty Only inclusive of GST @ 18%) is non refundable and shall be submitted in the form of Demand Draft issued by a Nationalized/Scheduled Commercial Bank,

		favoring "IIIT Lucknow, General Account" payable at "Lucknow".
10	Earnest Money	Earnest Money Deposit (EMD) of Rs. 180,000/- (Rupees One Lakh Eighty Thousand Only) is refundable and shall be submitted in the form of Demand Draft/FDR/Bank Guarantee with a validity of 90 Days issued by a Nationalized/Scheduled Commercial Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow <b>(Those bidders who are registered under NSIC/MSME are exempted from submission of EMD).</b>
11	Estimated tender value	<b>Rs.80 Lakh</b> approx.
12	Schedule of Opening of Price/Commercial Bids	Schedule for opening of Price/Commercial Bid will be notified only to the bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Price/Commercial bid is highly preferable.

**Detailed tender notice can be downloaded** the Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/epublish/app> and Institute Website <https://www.iiitl.ac.in/tenders>.

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

**Sd/-**  
**Deputy Registrar**  
**IIIT Lucknow**

## **GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS**

1. Technical Bids along-with Tender Processing Fee in form of Demand Draft in favour of IIIT Lucknow, General Account payable at Lucknow) & Earnest Money Deposit (in form of Demand Draft/FDR/Bank Guarantee in favour of IIIT Lucknow, General Account payable at Lucknow) & supporting documents & Price bids in hard copy shall be forwarded as per NIT in separate sealed envelopes. **Those bidders who are registered under NSIC/MSME are exempted from submission of EMD. However, the tender Processing Fee to all the prospective bidders shall be applicable as per the tender document.**
2. All the pages of this tender document **(except commercial bid format)** along with necessary supporting documents as applicable will form the technical bid. These pages should be duly filled and should be sealed in the envelope super scribing 'Technical Bid for Providing Catering Services for Hostel mess at IIIT Lucknow'. Each page of the bid document shall be stamped and signed by the bidder.
3. **The Price Bid/Schedule** should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing 'Price Bid for **Providing Catering Services for Hostel Mess at IIIT Lucknow**'.
4. The technical bids shall be opened as per schedule placed at NIT. The vendors who are short listed after qualifying technical bid will be intimated the date of opening of price bids subsequently through e-mail only. IIIT Lucknow reserves the right to reject any or all the tenders/bids without assigning any reasonthereof.
5. The tender **for providing Catering Services for Hostel Mess at IIIT Lucknow** shall initially be awarded for a period of one year from the date of award of contract. However, the tender may further be extended for a period of one year on mutual agreement subject to providing of satisfactory services of the firm to IIIT Lucknow. It may also be noted that the rates quoted by the firm (except minimum wages component & statutory payments), terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.
6. For any query/Clarification please contact IIIT Lucknow during working hrs and days on [dr@iiitl.ac.in](mailto:dr@iiitl.ac.in). Bidders are requested to seek all clarifications through e-mail at the said id within the stipulated time frame only (i.e. up to pre-bid meeting scheduled as per NIT above). Please note that no query / input from bidders will be addressed from the point of view of modification in IIIT Lucknow requirements after the pre-bid is over.
7. Interested bidders are invited to participate in the pre-bid meeting as per scheduled given in NIT. In case the pre-bid meeting is not held on the due date due to unavoidable reasons, it will be held on the very next day. **Attending Pre Bid meeting and site visit is mandatory. Only those firms who shall attend the Pre Bid meeting are eligible to participate in the Tender.** Please be present in IIIT Lucknow, Chak Ganjaria (C.G City), Lucknow-226002 for this purpose. All inputs / queries can be submitted in writing before start of the meeting. The agenda of the pre-bid meeting is as follows:
  - (a) Elaboration of terms and conditions and procedure ofselection.
  - (b) Response to the queries.
  - (c) Inspection of facilities and Kitchen of Hostel Mess at IIIT Lucknow.
8. The detail of information to be provided along-with bid, sample menu, tentative penalties, permissible consumables and other instructions are appended at **Annexure A- H** to this document

## SCOPE OF WORK

The details of the **Catering Services for Hostel Mess at IIIT Lucknow** to be provided is as mentioned below:

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

This tender document provides for requirement of **Catering Services for Hostel Mess at IIIT Lucknow** to the entire satisfaction of the Institute authorities. Presently, IIIT Lucknow does not have its Mess Kitchen and the same shall be procured within two months after award of this tender. The prospective bidder should ensure that mess services are provided without any hindrance during this period. It shall include the following: -

(a) Provisioning, cooking, serving and carrying out all allied services towards providing tasty, healthy and hygienic meals to the messmates as per a pre-decided menu approved by the mess committee of IIIT Lucknow. A general structure of menu along-with a sample menu is given in succeeding paragraphs of this document. **Also, IIIT Lucknow intends to ascertain minimum reasonable cost of menu required at the mess using its own means. The cost thus finalized by IIIT Lucknow shall be only disclosed at the time of commercial evaluation and quotes below this cost will be rejected as unreasonable quotes.**

(b) The **timings of the meals** are strictly to be followed. Any deviation hampers smooth functioning of institute program and engagements. Therefore, violations in this regard will attract stern action against caterer including financial penalty as mentioned in this document (**Refer Annexure G**). The Institute reserves the right to make any changes in said timings at any point of time after award of the contract. Caterer has to cater to following schedule: -

<u>Meal</u>	<u>Weekdays timings</u>	<u>Weekend timings</u>
<b>Breakfast</b>	07:00 hrs to 09:30 hrs	07:30 hrs to 10:00 hrs
<b>Lunch</b>	12:00 hrs to 14:15 hrs	12:00 hrs to 14:45 hrs
<b>Evening Snack</b>	16:30 hrs to 17:45 hrs	16:30 hrs to 17:45 hrs
<b>Dinner</b>	20:00 hrs to 21:30 hrs	20:00 hrs to 21:45 hrs

(c) The **approximate strength** of mess members during regular semester (January to April and mid-July to November) is approximately 300. The numbers during summer and winter vacations messing is around 50 or less. This may vary based on number of summer/winter courses offered.

(d) The caterer will maintain a record of personnel being served on a daily basis with proper authentication for the purpose of accounting and billing. A **minimum assured attendance** amounting to 75 % of the total number of inmates of the mess will be supported by the Institute. Any payment beyond this shall be claimed by the caterer by furnishing said record of attendance. However, payment for the services during summer and winter breaks will be made on actual and no assured attendance will be supported by the Institute for this period. No price hike will be provided to Caterer for any reason during the entire duration of the Contract.

(e) **Engagement of required staff** shall be done by the caterer in consultation of the institute authorities for their suitability. It is essential for the staff to be of legal age, suitably trained, and experienced to be deployed. It will be mandatory for the caterer to have 1 helper per 15 residents and 1 cook per 60 residents. This workforce should be divided into two teams, so as to operate in two shifts of duration of eight hours each. One skilled Mess Manager (**Should be well qualified with an experience of at least 3 years of supervision of mess / catering**) shall be deputed by the

caterer in consultation with Institute authorities who shall necessarily be present in each shift for supervision and overall management of operations.

(f) The caterer will make all necessary arrangements for **neat, clean and organisational outlook** of all its workers befitting stature of IIIT Lucknow in consultation with institute authorities. The workers will always maintain a clean appearance including use of clean hand gloves, headgear and necessary accessories while working. Caterer should make all necessary arrangements towards this effect. In order to bring uniformity amongst the service boys in the dining hall, mess service provider shall arrange to provide them with a pair of Shirt/T-shirt, which should be common for his/her entire team.

(g) The caterer shall, at their cost, maintain **complete readiness** in terms of stock of all dry, fresh rations, condiments and other necessary items for running the mess including manpower in case of a bund, strike or other exigencies.

(h) The mess is strictly for IIIT Lucknow campus inmates and authorized personnel. Institute reserves its discretion in availing its services. **Caterer will not divert the services** of mess to any unauthorized personnel or use his discretion in this regard whatsoever.

(i) To cater to a heterogeneous clientele, the caterer shall ensure **separate preparation** and serving of vegetarian including Jain meals. In order to cater to any specific meal requirement arising during the contract period the caterer will cater to the specific requirement within the quoted rates.

(j) This document provides for a **monthly meeting** between the caterer (or a representative authorized to take policy & financial decisions on behalf of the caterer) and Institute authorities as a mandatory term, violation of this clause shall attract suitable penalty as per the list annexed to this document (**Refer Annexure G**).

(k) The caterer shall carryout **regular medical check-up** (as directed by the institute authorities) for all manpower deployed at Institute at own cost, so as to ensure medical fitness of all such manpower while at mess operations.

(l) The caterer will make all necessary arrangements for **accommodating and transporting all manpower** deployed by him so as to ensure timely operation of mess in order to timely serve meals. Institute will have no obligation in this regards whatsoever.

(m) The caterer will ensure **upkeep of all the equipment, infrastructure** (as the case may be) provided to him by the institute. All such maintenance of Institute property / equipment will be carried out by the caterer on his own cost.

(n) The caterer will ensure absolute **hygiene and cleanliness** including periodic pest control and debugging of the mess compound and surroundings with proper waste disposal in harmony with institute systems. Any issue attributable to the caterer in said areas will be sorted by the caterer or will be handled by the Institute out of his cost.

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

## 2. Legal Terms: -

- (a) The Contract Agreement would be initially for a period of one year and subsequently, may be renewed for additional period of one year or part thereof, subject to satisfactory performance.
- (b) The caterer will be required to provide a refundable interest free Bank Guarantee of Rs. (approx. 10% of the contracted value of service) at the time of award of work. This Bank Guarantee should be from a Nationalized/Scheduled Commercial Bank, and will be held against in default in performance and violations of terms and conditions.
- (c) The caterer has to pay **license fee of Rs. 1500/- per month** for the first year and at such rate as may be fixed by the Institute for the subsequent years.
- (d) The caterer will pay Rs. 1000/- **towards water and electricity charges** every month. Wastage of water and electricity must be avoided.
- (e) Caterer must submit all necessary statutory documents, as following: -
  - (i) In the event of award of the contract, the caterer should register with the Regional Labour Commissioner as a caterer under the Contract Labour Regulation Act and obtain a Labour License and complete all required formalities within a period of 2 Months.
  - (ii) The caterer should adhere to all the labour laws of the land, which include the provisions of the Provident Fund Act, the Minimum Wages Act, stipulated work hours, bonus payments issue of salary slip, experience letters, ID cards, Gate Pass and other such acts which are applicable. Penalty may be enforced on the caterer for not following the guidelines and complaint be registered with higher authorities.
  - (iii) The caterer should ensure that the payment is made to the labourers as per Minimum wages act to the satisfaction of IIIT Lucknow. The payment is to be made into the bank accounts of the employee's latest by 7th of every month and the statement of the accounts is to be deposited with the hall managers every month / every week. EPF and ESI facilities must be provided to the workers and proof of doing so must be submitted to the hostel on a monthly basis.
  - (iv) The Caterer shall not employ child labour. Violation will attract legal action as per extant regulation on the subject.
- (f) The Institute(IIIT Lucknow) will have an option to extend the catering contract **with the same terms & conditions of the present contract** for a period of one year on an explicit acceptance of the caterer. This will be applicable within the currency and six months after expiry of contract. It will be entirely the discretion of the competent authority to exercise this option or not.

## 3. Infrastructural and equipment related terms: -

- (a) Major civil and electrical works will be attended by IIIT Lucknow. Maintenance jobs such as repair of all mess equipment and running expenses are the responsibility of the catering caterer. A high uptime and sound upkeep of IIIT Lucknow mess equipment is essential. Any deviation in menu due to want of repair of equipment attracts penalty (**Refer Annexure G**)

(b) The caterer has to arrange all cooking needs and serving utensils including plates, glasses, cups spoons, forks etc. The serving utensils will be vetted by the IIIT Lucknow authorities for their quality and fitness before use, therefore the provision may be made in consultation of IIIT Lucknow authorities. Upkeep of all items provided by IIIT Lucknow will be the sole responsibility of the caterer.

(c) The caterer will have to make provision of commercial / only permissible cooking gas cylinders and related cooking.

(d) Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering caterer. Any damage to the Institute Infrastructure by the caterer team or caused due to their neglect will be repaired or replaced at caterers' cost and shall attract penalty (**Refer Annexure G**).

#### **4. Terms related to Cleanliness and Hygiene: -**

(a) Cleaning and Housekeeping of kitchen and dining area will be the sole responsibility of the caterer. Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture and fitments is also responsibility of the caterer. The highest possible standards of hygiene are expected. Violations attract financial penalty as laid out vide this document.

(b) Caterer shall make necessary provision of sufficient Liquid soap for hand wash, clean towels, along with other measures as advised by the Institute Authorities.

(c) Mess workers should be provided the necessary training in consultation with Institute authorities so as to maintain the highest possible standard of hygiene.

(d) IIIT Lucknow reserves the right to check cleanliness including pest control, fumigation, up keep of premises, quality of rations and other deliverables at any time without prior notice.

(e) IIIT Lucknow is a total tobacco free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco products such as bidi, cigarette, chewing tobacco in any form, gutkha, masala, pan etc. Violation will attract penalty.

#### **5. Daily functioning of the mess: -**

(a) Sample menu is placed at **Annexure 'E'**. The menu is for representational purpose and is subject to change within reasonable limits. Menu decided by the Institute will be strictly followed. Menu will normally be formalized for one month.

(b) The caterer will ensure complete chain of activities so as to provide healthy and tasty meals absolutely on time to inmates on all days. In the process, it is expected that the caterer will ensure highest standards of health, service, aesthetics, layout, professionalism, hygiene and cleanliness to the utmost satisfaction of Institute authorities. In order to achieve highest level of services the caterer will upgrade the skill of deployed workforce through periodic trainings and updation.

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



## 6. Minimum eligibility Criteria

IIIT Lucknow has set up minimum eligibility criteria **(12 no. to be read with notes)** for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

<u>Sl. No.</u>	<u>Criteria</u>	<u>Documents to be provided</u>
1	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed/Proprietorship proof. (As the case may be)
2	The bidder should be in catering business for not less than five years before 31/03/2019. Bids of firms which are not in existence / catering business for 5 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
3	Bidder should have a minimum average turnover of <b>Rs.One crore</b> each in last three years <u>exclusively from providing catering services</u> . For this purpose last financial year would be considered as the one ended on 31.03.2019 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
4	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2018-19, 2017-18 & 2016-17)	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
5	The bidder is required to submit central license of his firm for running canteen / mess obtained under FSSAI act 2006 along-with his technical bid.	Central license for running mess (as per FSSAI act 2006)
6	Bidder should deploy FoSTAC certified Food Safety Supervisors as per FSSAI recommendation.	CV and Details of the food safety Supervisors, FoSTAC certificate should be attached along with the bid.
7	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN/GIR Card (b) Attested copy of Goods & Service Tax registration certificate in respect of Providing catering Services
8	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	(a) Attested copy of the Employee Provident Fund registration letter / certificate. (b) Attested copy of the Employee State Insurance registration letter / certificate.
9	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in <b>Annexure-'C'</b>

10	The bidder should have a registered Office for catering at Uttar Pradesh, Delhi/NCR.	Details and Relevant document (any document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI))
11	<p>Bidder should have provided annual catering services to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Educational Institutes of repute with hostel inmate capacity being at least 250 per client.</p> <p>In addition, the bidder must have carried out following catering assignment of minimum indicated value: -</p> <p>(a) Three completed annual catering services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost .</p> <p>(b) Two completed annual catering services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost .</p> <p>(c) One completed annual catering services costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost .</p>	<p>Certified Work/ Supply Orders /Agreements for award of catering service in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Educational Institutes of repute. The caterer will have to furnish contact numbers of authorities from concerned organization for verification of successful / satisfactory completion of such catering work.</p>
12	The bidder must participate in the scheduled pre-bid meeting and site visit (Refer NIT). The bidders will be given an opportunity for site visit and understand user requirement on ground, provide inputs and seek clarifications. All such clarifications and inputs are to be preferably sent in advance before the scheduled date of pre-bid meeting to <a href="mailto:dr@iiitl.ac.in">dr@iiitl.ac.in</a> .	A roll of attendance authenticated by suitable IIIT Lucknow authority will be shared with all those attending the pre-bid meeting and site visit. The role of attendance is to be attached with the technical bid by the bidder. IIIT Lucknow reserves a right to technically reject bids received without roll of attendance.

**Note: -**

- a. Failure on the part of the bidder to participate in the mandatory pre-bid meeting and site visit will result in rejection of his bid as nonresponsive.**
- b. Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.**

**7. Evaluation Criteria: -**

- (a) Technical bids will be opened first and evaluated based on the documentary and evaluation criteria including minimum eligibility criteria stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.
- (b) As provided in the price bid format, the bidders will have to quote the price and the L-1 firm shall be decided on the basis of the lowest rate offered.
- (c) The Price Bid is to be quoted after considering **Minimum Wages for Area 'A', as prescribed by Central Ministry of Labour & Employment, Govt. of India**, as applicable on the date of issue of this Tender. ESI, PF & other statutory requirements should not be less than the statutory provisions/Act by the Central Government.
- (d) No ambiguity should be there in the quoted price and the rate must be as per the price bid format. **Conditional offer or the proposal not furnished in the format attached at Annexure 'D' shall be considered non-responsive and is liable to be rejected.**

### **Special Terms and Conditions**

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIIT Lucknow, and acquaint themselves with the nature and quantum of work involved before submitting the bids. **Attending pre-bid meeting is mandatory criterion for participating in this tender.**
2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security on the part of the caterer (employer) will be as under:
  - (a) Minimum Daily Wages: Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) from time to time.
  - (b) Variable DA: As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.
  - (c) Social Security: The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The caterer can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the caterer himself. Caterer will submit necessary proof for claiming contributions against EPF & ESIC along with bills.
  - (d) The minimum liability of payment on the part of the caterer to the workmen or to their respective accounts will be the total of:
    - (i) Minimum daily wages
    - (ii) Variable DA on daily wages.
    - (iii) EPF
    - (iv) ESI
    - (v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.
  - (e) TDS @ 2% shall be made from the amount payable to the caterer. The TDS certificate will be issued by IIIT Lucknow. Payment of income tax on profits of the firm is the sole responsibility of the caterer
3. **Contract Implementation.**
  - (a) Sub-contracting of the work will not be allowed.
  - (b) Persons below the age of 18 years shall not be engaged for the work. The caterer will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The caterer will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
  - (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorised representative of the institute.
  - (d) Caterer shall not change any employee without consent of the authorised representative of the institute. He shall also ensure physical availability of his mess manager for mustering

in/out the workmen at the institute gate and supervise their work on daily basis.

- (e) The caterer(s) shall maintain a register of all his employees and the work assigned to them on daily basis. He should be in a position to produce the same at any given time. The register shall be authenticated by the authorized representative(s) of institute on daily basis before closing of the shift.
- (f) Caterer will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
- (g) The caterer will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the caterer to effect payment to the affected person(s).
- (h) **Institute reserves the right to terminate the contract at any time without assigning any reason.** However, wherever feasible the institute may consider notification of the annulment in advance to the caterer.
- (i) The successful agency / firm / company will have to deposit a refundable interest free Bank Guarantee of Rs. (approx. 10% of the contracted value of service) at the time of award of work. This Bank Guarantee should be from a Nationalized/Scheduled Commercial Bank in the form of Performance Bank Guarantee (PBG) in favour of **IIIT Lucknow**. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days.

#### **4. Payment of Wages to the Workmen**

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

5. **Variation in minimum wages during currency of the contract** Any increase/ revision in the minimum wages or in the rates of social security provisions during currency of the contract shall be payable to the workmen. The caterer will make payment to his employees at the revised rates without waiting for a formal confirmation from the institute. The difference in payment shall be paid/recovered by the institute. The caterer shall present the necessary supporting documents to claim the variation.

6. **Safety & Insurance.**

- (a) The caterer shall follow safety procedures in all respects.
- (b) The caterer will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The caterer should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The caterer will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-up of appropriate medical authority identified by IIIT Lucknow. Unfit personnel will not be deployed by the contractor. The expenditure on this effect will be paid by the Caterer.
- (d) The caterer shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

7. **Security**

- (a) The caterer and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the caterer at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
- (b) The security office will maintain register for the caterer's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be.
- (c) The caterer shall be bound by all security procedures followed at IIIT Lucknow and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the caterer's persons shall be caterer's responsibility.
- (d) The caterer will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (e) Institute reserves right to disallow any or all of the caterer's men from being deployed inside the institute campus without assigning any reason.
- (f) In the event of any damage to the property of the institute or life of its employees and/or their dependents the caterer shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the caterer at market value.

8. **Statutory Obligations**

- (a) The caterer shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect

of the contracted work and all staff employed by him at his own cost and risk, including the following:

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

## 9. Payment to the Caterer(s)

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

## 10. General

- (a) The persons employed by the caterer, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well

as surprise checking of the services provided by the caterer for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.

- (b) If any employee of the caterer is found to have committed misconduct or misbehavior, the institute at its sole discretion, may direct the caterer to remove such employee and the caterer shall remove such employee(s) without questioning the decision of the institute.
- (c) The personnel deployed by the caterer will not become member of any trade union of the Institute. If the personnel employed by the caterer indulge in union activities which affect the service obligation of the caterer or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (d) Further, the personnel deployed by the caterer shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the caterer shall be available at the place of work defined for them. They must not visit undesigned places without valid authorization by Institute.
- (f) No housing/accommodation will be provided by the institute to the personnel deployed by the caterer unless otherwise specifically provided in the contract.

11. **Indemnity Clause**

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

12. **FSSAI Audit Certificate**

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



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

(First sheet shall be on the letter head and All pages have to be authenticated at the bottom)

1. Proof of existence of the firm during last 5 years (i.e. Since May 2014 or earlier): Yes/No.

Available at which page number of Bid Document: \_\_\_\_\_

2. Average annual turnover for the last 03 financial years i.e. 2016-17, 2017-18 and 2018-19.

Financial Year	Turnover in Rupees (Rs. In Lakhs)	Page number of document
2018-19		
2017-18		
2016-17		

3. Whether the bidder has carried out and completed similar works in IITs/ IIMs/ NITs/ IIITs/IISERs/Central Universities/ Central Government/ Central Autonomous Bodies/ Central Public Sector Undertakings/Bank/ Educational Institute of repute during last 05 years (PERIOD ENDING 31.03.2019).

Sl. No.	Description of the work	Name of the client	Name, Address & Contact No. of the Client for whom the work was carried out	value of the work	Period of the work	Mode of Proof	Available at which page of the document
1.							
2.							
3.							

- (4) Bank details of the firm:

Name of the Account Holder	
Name of the Bank and Branch	
Account No.	
IFSC Code	
Type of Account (Current/Savings/CC) etc.	

(5) GSTIN & PAN no of the firm \_\_\_\_\_ Yes/No.

Available at which page number of Bid Document: \_\_\_\_\_

(6) EPF & ESI registration of the firm \_\_\_\_\_ Yes/No.

Available at which page number of Bid Document: \_\_\_\_\_

(7) Whether the Bidder has been debarred or black listed by any Government Department / agency in the past 03 (three) years on account of fraudulent or corrupt practices or inefficient/ineffective performance? Yes / No

Self-declaration available at which page number of Bid Document: \_\_\_\_\_

**Declaration**

I/We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIIT Lucknow for at least 3 years.

Date:

Signature with Seal of Authorized Signatory Place:

**DETAILS ABOUT THE BIDDER / COMPANY**

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

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

Annexure- 'C'

SELF-DECLARATION – NO BLACKLISTING

(Date)

The Deputy Registrar  
IIIT Lucknow  
Dear Sir,

Ref: Tender for providing catering services for Hostel Mess at IIIT LUCKNOW

In response to the Tender Document for providing catering services for Hostel Mess at IIIT LUCKNOW, I/ We hereby declare that presently our Company/ firm

\_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

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

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

Yours faithfully,

Place: Signatures\_\_\_\_\_

Date: Name\_\_

Seal of the Organization

**PRICE BID**

<b><u>Sl. No.</u></b>	<b><u>Description</u></b>	<b><u>Rate offered (INR)</u></b>
A	Catering Charges Per Day Per Head	

**Notes:-**

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

**Signature of the caterer with seal**

**Menu (Representational)**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Breakfast (07:00 – 09:15) Sat & Sun (07:30 – 09:45)	Bread and Jam, Poori Sabji, Milk, Tea, Banana (1 Pc.).	Bread and Jam, Pav Bhaji, Milk, Tea, Banana (1 Pc.).	Bread and Jam, Dry Veg/Aloo Jeera with Plain Paratha, Milk, Tea, Banana (1Pc.).	Bread and Jam, Idli Fry with Chatni, Milk, Tea, Banana (1Pc.).	Bread and Jam, Aloo/Stuff ed Paratha, Milk, Tea, Banana (1Pc.).	Bread and Jam, Aloo Sandwich, Milk, Tea, Banana (1Pc.).	Bread and Jam, Aloo Poori, Milk, Tea, Banana (1Pc.).
Lunch (12:00 - 14:15)	Veg Kofta, Arhar Dal, Raita, Rice, Chapati & Salad	Rajma, Aloo Pyaz/Aloo Beans, Raita, Rice, Chapati & Salad	Moong Daal, Mix Veg, Rice, Chapati & Salad	Kadhi, Aloo Jeera, Rice, Chapati & Salad.	Chola, Mix Veg, Rice, poori & Salad.	Masoor Daal, Aloo Matar/Aloo Gazar, Rice, Chapati & Salad	Veg Tahri, Aloo Tamatar Curry, Raita, Poori and salad.
Evening Snack	Samosa, Tea	Chowmein, Tea	Poha, Tea	Bread Pakoda, Tea	Tea, Biscuit/Bun	Cutlet, Tea	Veg Pakori, Tea
Dinner (19:30 - 21:15)	Urad Dal, Seasonal Veg, Rice, Chapati & Salad	Masoor Dal, Veg Kofta, Rice, Chapati & Salad	Paneer Masala, Dal, Rice, Chapati, Salad and Gulab Jamun.	Arhar Dal, Mix Veg, Rice, Chapati & Salad	Soyabean, Dal, Rice, Chapati & Salad	Aloo Matar Tamatar Gravy, Dal, Rice, Chapati & Salad	Matar Paneer, Mix Dal, Rice, Chapati, Salad & Kheer.

Fruit (banana), Bread/Jam, Milk (Toned) - All 7 days of the week.

Paneer, Sweet- Twice a week

Curd/Raita- 3-4 times a week.

**Note- (10 special meals to be served on special occasions/festival including special lunch on, dinner nights and like.)**

**List of Extra Items**

(The items and their indicated Rates are purely representational. The final item list, prices and quantity may differ based upon a mutual acceptance between Mess Committee and the Caterer)

<b>Sr. No.</b>	<b><u>Dish</u></b>	<b><u>Rate (INR)</u></b>
1	<b><u>Egg Biryani</u></b>	30
2	<b><u>Egg Curry</u></b>	30
3	<b><u>Boil Egg</u></b>	06
4	<b><u>Dish</u></b>	
5	<b><u>Paneer Belle-Pepper</u></b>	40
6	<b><u>Paneer Manchurian</u></b>	40
7	<b><u>Veg crispy</u></b>	30
8	<b><u>Gobi Manchurian</u></b>	30
9	<b><u>Hara Bhara Kabab</u></b>	30
10	<b><u>Chilly Paneer Dry</u></b>	35
11	<b><u>Veg 65</u></b>	30
12	<b><u>Paneer Tikka</u></b>	40

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

<b><u>Violation</u></b>	<b><u>Penalty per complaint</u></b>
Non-availability of complaint register on the counter/discouraging students from registering complaints	Rs.2,500/-
Cockroaches, flies, insect etc., in cooked food	Rs.5,000/-
Usage of spoiled/stale food ingredients eg: rotten Vegetables, infected grains, expired items.	Rs.5,000/-
Poor maintenance/tampering with institute property	Rs.2,500/-
Presence of unwanted items in food: Harmful items like blade, glass, metal wires, nails Pieces of plastics etc.	Rs.10,000/-
Three or more complaints of unclean utensils in a day/week	Rs.2,500/-
If mess committee in consultation with students in present mess agrees that certain item of a meal was not cooked properly / overcooked / extra spicy / extra oily	Rs.2,500/-
Food poisoning	Forfeiture of PBG and cancellation of contract
Non adherence to the timings mentioned in the tender or decided with the respective Mess Committee	Rs.1,000/-
Waiting time is more than 15 minutes for lunch and dinner, and 10 minutes for breakfast and Tiffin within timings of mess	Rs.1,000/-
Changes in menu of any meal without permission of mess committee	Rs.1,000/-
Change in menu due to any mess equipment being defective /out of sorts for more than 24 hrs	Rs.1,000/-
If the quality of milk is not found to be appropriate, or it is diluted.	Rs.2,500/-
Inappropriate personal hygiene of workers including their dress and / or misbehavior by workers etc.	Rs.1,000/-
Failure to maintain a proper health checkup of the workers	Rs.5,000/-
Using / storing brands not mentioned in the contract without prior permission	Rs.2,500/-
Noncompliance with workers dress Code	Rs.2,500/-
Use of spurious brands, goods or accessories in preparation / presentation	Rs.5,000/-
Damage to Institute infrastructure over and above cost of repair / replacement (which shall be levied extra)	Rs.2,500/-
Possession or consumption of Tobacco items as mentioned in RFP	Rs.2,500/-
Non submission of periodic FSSAI audit reports as per para 12 of special terms and conditions of RFP	Rs.5,000/-



**List of Permissible brands**

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