INDIAN INSTITUTE OF TECHNOLOGY GANDHINAGAR

PALAJ, GANDHINAGAR- 382 355

E-mail: purchase@iitgn.ac.in

Tender No. IITGN/MESS/SER/2018-19/01

TENDER DOCUMENT FOR "PROVIDING CATERING SERVICES THROUGH STUDENT MESS OF IIT GANDHINAGAR ON RATE CONTRACT"

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INDIAN INSTITUTE OF TECHNOLOGY GANDHINAGAR

Ground Floor, Room No. 101, Academic Block no. 3,
Palaj, Gandhinagar - 382 355. Email id – purchase@iitgn.ac.in
Website: www.iitgn.ac.in

Tender No.: IITGN/MESS/SER/2018-19/01 **Date: 30th January, 2019**

NOTICE INVITING TENDER

Dear Sir/Madam,

1. Sealed Tender (Online – Two bids) are invited for "Providing Catering Services through Student Mess of IIT Gandhinagar" on Rate Contract.
2. The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of two years (one year at a time) by Indian Institute of Technology Gandhinagar depending on requirement of the Institute and performance of the vendor/contractor/service provider. IITGN reserves the right to select up to two vendors for both of its messes (refer Section A, item 2.5 for further details).

The details of the tender are given below:

1.	Tender No	IITGN/MESS/SER/2018-19/01
2.	Type of Tender	Open Tender (Online - Two Bid System)
3.	Description of Work/Services	Online Sealed bids are invited on single stage two bid systems for "Providing Catering Services through Student Mess of IIT Gandhinagar on Rate Contract for a Period of One Year extendable by Two More Years on Negotiated Terms & Conditions"
4.	Tender Fee	Rs.1,000/ (Rupees One Thousand Only) in favor of "**IIT Gandhinagar**" payable at Gandhinagar
5.	Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty Thousand Only) in favor of "**IIT Gandhinagar**" payable at Gandhinagar
6.	Pre-Bid Meeting Date, Time and Place*	7th February, 2019 at 15.00 Hrs at Academic Block No. 03, IIT Gandhinagar, Palaj, Gandhinagar - 382355
7.	Closing Date & time of Online Bid submission (Technical & Financial Bid)	19th February, 2019 at 17.00 Hrs.
8.	Technical Bid Opening Date & Time	21st February, 2019 at 16.00 Hrs.
9.	Financial Bid Opening Date & Time	Will be posted on Institute's website and updated Online on E-procurement (CPP Portal)
10.	Bid Validity	120 Days from opening of Technical Bid
11.	Performance Guarantee	Rs. 5,00,000/- in favor of "**IIT Gandhinagar**" **Within 14 Days on receiving the award of contract.**
	Correspondence Address	**Assistant Registrar (MM**)
12.		Indian Institute of Technology Gandhinagar
		Ground Floor, Room No. 101, Academic Block no. 3,
		Palaj, Gandhinagar - 382 355. Email id – purchase@iitgn.ac.in

*Note : The prospective bidder(s) willing to participate in the Pre Bid meeting may register on email id: purchase@iitgn.ac.in latest by 6th February, 2019. The pre bid meeting will be held with the prospective Bidders at the date, time and venue as stated above and pre-bid minutes/ corrigendum/ clarification, if any will be notified on e-procurement (CPP Portal) and Institute's website (for reference only. The dates for Pre-Bid meeting shall not be altered/changed.

3. Manual/Offline bids shall not be accepted.
4. The eligibility criteria, Evaluation procedure and Special Instructions to the tenderers of the tender are mentioned in Section A of the tender document.
5. The General terms and conditions for providing services are mentioned in Section B of the tender document.
6. The Scope of Work, Operational Norms and Conditions of the contract are mentioned in Section C of the tender document.
7. Two Bid System will be followed in this tender. Bidders should take due care to submit online tenders in accordance with requirement in sealed cover/packet available in the online portal, CPPP website: https://eprocure.gov.in/eprocure/app. The tender documents are to be submitted in two parts as Technical Offer and Financial offer**.**

   The Technical offer should include the following detailed information as per (7.1) to (7.7) below.

   7.1 Name (As per Registration Certificate), correspondence address, telephone number and fax number/E-mail id of the bidder.

   7.2 Complete details of the company indicating the name(s) of the owner(s) and staff members. Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason thereof.

   7.3 Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Registration No., PAN, GST Registration No. & RPFC/ESIC No. & Other required valid licenses)

   7.4 List of past clients indicating the value of the contract & duration of the contract. Were you or your company ever required to suspend catering services for a period of more than 03 months continuously after you commenced the catering services? If so, give the name of the contract and reasons thereof. OR/And have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.

   7.5 List of present clients' along with the contract value & commencement date.

   7.6 Photo copies of filed Income Tax Returns for the last three financial Years (i.e. 2015-16, 2016-17 and 2017-18).

   7.7 Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) and Tender Fee of Rs. 1,000/- (Rupees One Thousand Only) shall be accepted in the form of demand draft of any nationalized bank, drawn in favor of "IIT Gandhinagar" and payable at Gandhinagar. Both the demand drafts should be valid for 90 days (Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India).

   The amount can also be transferred online to the following bank account of IIT Gandhinagar, UTR of the money transfer then be submitted to the Institute.

Account Name	:	IIT Gandhinagar
Name of the Bank	:	Canara Bank
Account no.	:	1414132000010
IFSC Code	:	CNRB0005159

8. Document Download: The Non-transferable bidding documents for 'Providing Catering Services through Student Mess of IIT Gandhinagar on rate contract', may be downloaded from CPPP Site https://eprocure.gov.in/eprocure/app and Institute's website i.e. www.iitgn.ac.in (for reference only) **under section: Call for Tenders/Auction, Subsection: Materials Management Division** as per the schedule as given in CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET

Publish Date and Time of the Tender	**30th January, 2019, 12.00 PM**
Bid Document Download/Sale Start Date and Time	**30th January, 2019, 12.00 PM**
Clarification Start Date and Time	**30th January, 2019, 12.00 PM**
Clarification End Date and Time	**11th February, 2019, 04.00 PM**
Bid Submission Start Date and Time	**30th January, 2019, 12.00 PM**
Pre-Bid Meeting Date and Time	**07th February, 2019, 03.00 PM**
Bid Submission Download End Date & Time	**19th February, 2019, 05.00 PM**
Bid Submission End Date and Time	**19th February, 2019, 05.00 PM**
Technical Bid Opening Date and Time	**21st February, 2019, 04.00 PM**

9. Bid Submission:
   Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

   Tenderer/Contractor(s) are advised to follow the instructions "Instructions To Bidder for Online Bid Submission" provided in the Annexure "For online submission of bids" of the CPPP website: https://eprocure.gov.in/eprocure/app.

   Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

10. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s), director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.

11. Tenderer who has downloaded the tender from the Institute's website i.e. www.iitgn.ac.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app shall not tamper/modify the tender document including downloaded Financial Offer template in any manner. In case if the same found tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited and tenderer is liable to be banned from doing business with IIT Gandhinagar.

12. Intending tenderers are advised to visit Institute website i.e. www.iitgn.ac.in and CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of tender for any corrigendum/addendum/ amendment.

13. The Bid should be submitted in two properly sealed packets available in CPPP website. The Technical bid consists of various Forms A to E, required information as per clause 4. Another packet for 'Tender fee and EMD' shall be marked as 'Tender Fee & EMD'. These two packets must be submitted online as **"Technical Bid".**

    The "Financial Bid" to be filled as per Section D and should be submitted as **'Financial Bid'**.

    These three packets must be submitted online on or before the due date.

14. The format of submission of Financial Offer /Bid is available as Section D, should be quoted on per student per day basis (total of all four meals i.e Breakfast, Lunch, Evening snacks & Dinner) for regular customers only. The total cost per day per student should be quoted in words as well as figures (typed). The figures are to be quoted in Indian Rupees including all and any taxes, duties or other levies, surcharges etc. Amendments should be avoided. However, if any amendments are there, should be duly initiated, failing which the offers are liable to be rejected. The walk-in price for each meal may be up to 25% higher than the corresponding meal for

regular customers and shall be finalised subsequently with the selected vendor(s) before awarding the contract. Regular customers are defined as those who commit to all meals in a day for a minimum contiguous period of fifteen days.

15. 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, reference to the same should be given against respective columns in such case. If any particulars/query is not applicable in the case of the bidder, it should be stated as not applicable. However, the bidders are cautioned that giving the information in unclear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the bid being summarily disqualified.

16. The bids should be in computer printouts or neatly typed and submitted online complying the guidelines of CPP Portals. The bidder's name and signature should appear on each page of the bid document.

17. The bidder is advised to enclose any additional information, which he/she thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls it for.

18. Every page of the technical bid as well as the financial bid must be endorsed with seal and signature by the competent person.

19. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:

    19.1 A sole proprietor of the firm or constituted attorney of sole proprietor

    19.2 A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.

    19.3 Constituted attorney of the firm provided that

    19.3.1 In case of 19.2 above, a copy of the partnership agreement of general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.

    19.3.2 In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.

    19.3.3 A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he/she has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all Cost and damages arising from the cancellation of the contract including any loss which the Institute may have on account of execution of contract / intended contract.

20. At any time, before 19th February, 2019 (17:00 Hrs.) which is prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.

21. The amendments may be notified through the CPP Portal and Institute's website on or before 19th February, 2019 which is prior to the date of submission of bids and these amendments shall be binding on the bidders. However, in order to allow the prospective bidders a reasonable time for taking the amendments into account while preparing their bids, the Institute may, at its

discretion, suitably extend the deadline for submission of bids.

22. The tender shall remain valid for **120 days** from the tender due date.

23. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 100% (hundred percent) of the Earnest Money deposited shall be forfeited. In exceptional circumstances, the Institute may request the bidders consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

24. A security deposit at a flat rate of 2.5% shall be deducted from each running bill of regular customers and such deposit would be refunded after completion of the contract period of one year.

25. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.

26. The bidders, having represented the organization should have the required professional skills, and personnel and technical resources, to provide the services on the terms and conditions set forth in this tender document. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Institute.

27. The bidder may seek detailed clarifications on technical & financial issue (if any) on the conditions of bidding document through e-mail (purchase@iitgn.ac.in) addressing to the **Assistant Registrar (MM)**, IIT Gandhinagar latest by **11th February 2019**, **16.00 Hrs.**

28. Tenders must be uploaded in Online Mode on E-procurement (CPP Portal) on or before 19th February, 2019 at 17.00hrs (IST). Tenders will be opened online on 21st February, 2019 at 16.00 Hrs. (IST).

29. **Requisite Tender Fee and EMD have to be forwarded through speed post, registered post, courier or hand delivery to the following address so as to reach the following address on or before 05.00 PM, 22nd February, 2019.**

    Assistant Registrar (MM)
    Indian Institute of Technology Gandhinagar,
    Ground Floor, Room No. 101, Academic Block no. 3,
    Palaj, Gandhinagar -382 355
    Email id – purchase@iitgn.ac.in

    The EMD of the successful bidder/contractor will be returned without any interest after deployment of services (within 60 days) and on submission of 'Performance Guarantee'. The earnest money of unsuccessful bidders will be returned to them without any interest within thirty (30) working days after awarding the offer to the successful bidder/contractor. **For further query regarding the EMD, vendor/bidder/contractor(s) are required to contact with Assistant Registrar (MM) through e-mail, purchase@iitgn.ac.in.**

30. The bidder is expected to examine all instructions, forms, terms and conditions (specifications) in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarification.

31. Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:

30.1 Any bid received by any mode whether by physical delivery, courier, or through post shall not be accepted.

30.2 Any bid not accompanied by required Earnest Money Deposit (EMD).

30.3 Quotations from bidders without Tender Fee.

30.4 Any conditional bid.

30.5 Any bid in which rates have not been quoted in accordance with the specified formats/details as specified in the Bid Document.

30.6 Any bids received without latest self-attested Income Tax documents (i.e. ITR-V) for the financial years 2015-16, 2016-17 and 2017-18.

30.7 Any effort by a bidder to influence the Institute in bid evaluation, bid comparison or Contract award decision.

30.8 Any bid received with period of validity shorter than 120 days.

31. The Online Tender / bid (i.e. technical bid) will be opened on 21st February, 2019 at 16.00 hrs. (IST) at IIT Gandhinagar Premises. No separate information shall be given to individual bidders.

31.1 Only those financial offers will be opened whose technical offers are found suitable by the expert committee appointed for the cited service(s).

31.2 In special situation, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the offer.

32. In case the tender is cancelled, the tender fee will not be refunded to the concerned bidder.

33. Award of contract:

33.1 The institute will award the contract to the bidder(s) whose quotation has been determined to be substantially responsive as described in the Evaluation Procedure {Section A, Point 2).

33.2 Notwithstanding to the above, the institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all the quotations at any time prior to the award of contract.

33.3 The bidder(s) whose bid is accepted will be notified for the award of the contract by the Institute prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the contract.

33.4 Within 14 (fourteen) days of the receipt of the notification of the award of the contract from the institute, the successful bidder shall furnish Performance Guarantee, an amount of Rs. 5 Lakh (Rupees Five Lakh Only). Failure to comply with the above said requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. The amount of the EMD will be refunded without interest to the successful bidder within 60 days on successful submission of Performance Guarantee.

33.5 The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non-performance of any of such obligations shall make the bidder liable for all consequential effects.

33.6 The successful bidder(s) shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) or of the value as may be applicable at the time and commence the work within 01 (one) month from the date of award, failing which the Institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency, as it may deem fit.

SECTION A

1) Eligibility Criteria:

1.1 The applicant should have relevant License(s) (validity up to July 2019) to run catering services from concerned Govt. authorities.

1.2 The applicant should be in a catering business (excluding beverage and snacks services) for a minimum period of five years as on 31st December 2018 to various organizations/institutions.

1.3 Experience of having successfully run the catering services during the last **five** years as per following (similar nature of work means the running of the canteens/hostel mess of educational institutions / professional organizations) with capacity of at least **500** persons (per meal) on its dining strength and have a currently active establishment within 200 kms. from IIT Gandhinagar Palaj. Bidder should have successfully completed at least four contracts of minimum one year duration for providing catering services in the last two years to be reckoned from the date of opening of bids. To this effect bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number, type and quality of services), such as (i) Satisfactory completion /performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

1.4 The bidder's annual financial gross turnover in catering services in each of the last three financial years, i.e., 2015-16, 2016-17 and 2017-18 duly audited by the CA should not be less than Rs. 1.00 crore. Moreover, the firm/company should not be a loss making company in two of the last three years.

1.5 Financial Solvency Certificate - The bidder should have a solvency of Rs. 25.00 lakh (Rupees Twenty Five Lakh only). A certificate to this effect is to be enclosed from the banker).

1.6 Relationship of key managerial positions (owner/promoters/directors) of the contractor/bidder with key managerial positions of IIT Gandhinagar will debar the contractor/bidder(s) from tendering. A non-relationship certificate (refer Form D) must be submitted along with bid.

1.7 If any bidder/contractor(s) fails to meet any of the above eligibility criteria, he/she will be disqualified.

2) Evaluation Procedure:

The Technical and Financial Bid Evaluation of those bidders who meet the above eligibility criteria will be done by a committee constituted by the Institute as per procedure described below:

2.1 The received bids will be scrutinized by the committee and marks will be awarded on a scale of 50 on the basis of submitted documents (i.e. the background of the organization/bidder (s), previous work during the last five years and past experience in carrying out similar work/services, feedback from the current/previous users including performance certificates, turnover of the organization for last three years etc.). The detailed maximum and minimum marks for each criteria of technical bid prescribed in Annexure-I of Section A.

2.2 On the basis of the technical bid accompanied by related documents, the committee will shortlist the bidder(s)/contractor(s) who comply with all the eligibility criteria and score a minimum of 35 aggregate marks and minimum 10 marks in each parameters for the criteria as described in Annexure-I of Section A. Upon shortlisting the bidder(s)/contractor(s), the authorized Institute

representative(s) will visit one or more current running site(s) of the shortlisted bidder(s) for evaluation of services. The evaluation criteria for onsite-visit is placed at Annexure II.

2.3 Only those bidders will be considered as technically qualified bidder(s)/contractor(s) whose aggregate score equal or more than 35 marks (Refer Annexure I) and whose onsite evaluation score is above 75 marks (Refer Annexure II).

2.4 The committee will recommend the name(s) of the technically qualified bidder(s)/contractor(s) for opening of financial offer and the list of these technically qualified bidder(s)/contractor (s) will be published on Institute's Website (i.e. www.iitgn.ac.in) and also updated on CPP Portal (E-procurement). No separate intimation shall be sent to individual bidder(s).

2.5 After opening the financial offer(s) of the technically qualified bidder/contractor (s), the committee will consider the lowest bidder (L1) for award of work of one mess if the quoted rates and amount are found justified. Further, IITGN reserves the right to consider to additionally choose the second lowest (L2) bidder as well, at its sole discretion for awarding a similar contract for it's another student mess if the rates quoted are fair and justified with or without negotiation. However, under no circumstances, more than one mess shall be awarded to one vendor (including its partners/family members/associates).

2.6 The committee reserves its right to select or reject any or all of the bids mentioned above without assigning any reasons.

3) SPECIAL INSTRUCTIONS TO TENDERERS

3.1 CORRECTIONS AND ERASURES:

All corrections(s) and alternation(s) in the entries of tender papers shall be signed in full by the tenderer with date. No erasure or over-writing is permissible.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing shall be liable for rejection.

3.2 SPECIAL CONDITIONS:

3.2.1 The Institute shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs, charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.

3.2.2 The Contractor shall submit the bill/invoice of the previous month latest by the 15th of every month or fortnightly to the concerned officer of the Institute.

3.2.3 The contractor shall be levied penalty as per details spelled out in Point No. 5 of Section-B.

Annexure – I (Section A, Point 2.1)

Sr. No.	Parameters	Min Marks Required	Max. Marks
1.	(a) Experience of having successfully run the Catering services during the last Five years as on 31.12.2018. (b) Bidder should have successfully completed at least four contracts of minimum one year duration for providing catering services in the last two years to be reckoned from the date of opening of bids.	**Mandatory Requirement**	
2.	Average Financial Turn-Over (Gross)- (The bidder's average annual financial gross turnover in catering services during the last three financial years, i.e., 2015-16, 2016-17 and 2017-18 duly audited by the CA should not be less than Rs. 1.00 crore and should not be a loss making company in two of the last three years. Maximum marks of 20 shall be given for turnover of 3.00 crores and more during the last 3 Financial years. For Annual Turnover between 1.00 and 3.00 crores, marks shall be given on pro rata basis.	**10**	**20**
3.	Financial Solvency Certificate- (The bidder should have a solvency of Rs. 25.00 lakh (Rupees Twenty Five Lakh Only). A certificate to this effect may be enclosed from the banker. Additional one mark (max. 5) will be given for every Rs.5.00 Lakh solvency certificate over and above minimum requirement of Rs.25.00 Lakh.	**10**	**15**
4.	Performance Certificate for each work (of at least 1 year duration) completed in the last five years and it should be certified by responsible person(s) from the concerned organization(s). 10 marks for Good, 12 marks for Very Good and 15 marks for Excellent/Outstanding feedback. The final marks shall be awarded on basis of average of all the performances. The bidder should provide a minimum of four (4) Performance reports for contracts successfully completed in the last 2 years (to be reckoned from the date of opening of bids).	**10**	**15**

Annexure – II (Section A, Point 2.1)

Evaluation Criteria for On-Site Visit

Sr. No.	Authorized representative(s) of the Institute will visit the running site for on-site evaluation of the services and marks will be awarded on a scale of 100. Assessment criteria will generally be as under.	Max. marks (10 for each criteria)
i.	Grooming and personal hygiene of the catering staff	
ii.	Cleanliness and upkeep of the cookhouse and stores	
iii.	Cleanliness and hygiene at the Dining Hall premises	
iv.	Food Serving System and crowd management	
v.	System of handling of complaints/feedbacks/suggestions by the Manager/ supervisor at the site	
vi.	Quantity and quality of minimum stock of raw food items (grocery items/ingredients/vegetables/fruits) at site	
vii.	Waste management operations at the site	
viii.	Record-keeping and database system for diners (Preferably software-based)	
ix.	Quality and Taste of Food	
x.	Attitude of catering personnel at the site during the inspection	
	Total Marks (Out of 100)	

Note: The bidder/contractor who shall be shortlisted for on-site visit would be evaluated based on the criteria mentioned above. In order to qualify for being considered eligible for financial bid opening, the bidder shall have to score at least 75 marks (Out of 100 above).

SECTION – B
GENERAL TERMS AND CONDITIONS FOR SERVICES

1. **DEFINITIONS:**
Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT:

Shall mean a written CONTRACT signed between IIT Gandhinagar and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 IIT Gandhinagar (IITGN):

Shall mean Indian Institute of Technology Gandhinagar, India and shall include its legal representatives, successors and permitted assignees.

1.3 SITE:

Shall mean the place in which the operations/services are to be carried out or places approved by IIT Gandhinagar for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 IIT GANDHINAGAR'S REPRESENTATIVE:

Shall mean the person or the persons appointed by IIT Gandhinagar from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by IIT Gandhinagar and shall include its authorized representatives, successors and permitted assignees.

1.6 CONTRACTOR'S REPRESENTATIVE:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the IIT Gandhinagar as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.7 CONTRACT PRICE:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by IIT Gandhinagar and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on IIT Gandhinagar for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by IIT Gandhinagar.

1.8 DAY:

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.9 SERVICE:

Shall mean and include cited services (catering) which CONTRACTOR is required to provide to the IIT Gandhinagar for/under the CONTRACT and amendments thereto.

1.10 INSPECTORS:

Shall mean any person or outside Agency nominated by IIT Gandhinagar to inspect documents in the CONTRACT stage-wise as well as final as per the terms of the CONTRACT.

1.11 FACILITY:

Shall mean all property of the IIT Gandhinagar owned or hired by IIT Gandhinagar.

1.12 THIRD PARTY:

Shall mean any group, person or persons who may be engaged by IIT Gandhinagar in activity associated with the work/service specified but who shall remain at an arm's length from the work/service and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

1.13 APPROVAL:

Shall mean and include the written consent duly signed by IIT Gandhinagar or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.14 SINGULAR/ PLURAL WORDS:

Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

1.15 GROSS NEGLIGENCE:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.16 WILLFUL MISCONDUCT:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2. DURATION OF THE CONTRACT:

The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of two years (one year at a time) by Indian Institute of Technology Gandhinagar depending on requirement of the Institute and performance of the vendor/contractor/service provider.

3. NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

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4. DUTIES AND POWER /AUTHORITY:

4.1 The duties and authorities of IITGN's representative are to act on behalf of the Institute for:

(i) Overall supervision, co-ordination and Management

(ii) Proper utilization of the services.

(iii) Commenting/ countersigning on reports made by the Contractor's representative at site in respect of services, receipts, etc. after satisfying himself/herself with the facts of the respective cases.

(iv) The Institute representative shall have the authority, but not any obligation at all times and any time to inspect/test/examine/ verify any service(s), tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work at any point of time. Hence, the overall responsibility of quality of services shall rest solely with the CONTRACTOR.

(v) Each and every document emerging from service in support of any claim by the contractor has to have the counter signature/ comments of IITGN's representative without which no claim will be entertained by IITGN.

4.2 CONTRACTOR's REPRESENTATIVE:

(i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.

(ii) He shall liaise with IITGN's representative for effective co-ordination and timely execution of the required services.

5. PENALTY POINTS

Penalties for violation or rules, terms and conditions

As and when Hostel Facilities Management Committee (HFMC) proposes a fine, they will inform the representative of the Contractor, and the fine will be imposed by the Institute on recommendation of the HFMC. The Contractor shall be fined for not adhering to the agreed terms as per the following rules:

1. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- on the Contractor.
2. Each instance of not generating a bill for a transaction, would invite a fine of Rs. 2000/-.
3. Each instance of complaint of an insect/foreign object cooked along with food or found in food item would invite a fine of Rs. 2,000/- on the Contractor.
4. Three or more complaints within a two-week period of insects and/or foreign object cooked along with food or found in any food item would invite a fine of Rs. 10,000/- on the Contractor.

5. Each instance of complaint of a foreign object that is deemed dangerous by the HFMC would invite a fine of Rs.10,000/- on the Contractor.
6. Three or more complaints of unclean utensils/hygiene failure in within a two-week period would lead to a fine of Rs. 10,000/- on the Contractor.
7. If HFMC agrees that certain meal was not cooked properly then a fine of Rs. 5,000/- would be imposed on the Contractor.
8. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch or dinner, and 10 minutes for breakfast or tea & snacks, then a fine of Rs. 5,000/- would be imposed on the Contractor. The timings for that meal will be extended equivalent to delay time.
9. Changes in menu of any meal without permission of HFMC would result in a fine of Rs. 5,000/- on the Contractor.
10. The quality of milk served must satisfy the highest standards of purity. Inappropriate quality and dilution of milk shall attract a penalty of Rs. 5,000/-.
11. Each instance of unprofessional behavior (lack of personal hygiene of staff, consumption of prohibited substances, spitting of gutkha/pan masala etc, misbehavior by workers/unclean utensils etc. as determined by the HFMC etc.) will lead to fine of Rs. 5,000/- on Contractor.
12. Any instance of mixing of Veg and Non-Veg food, either during preparation or serving or with respect to the utensils will attract a fine of Rs. 5,000/-.
13. Any violation of Green Office directives (related to act of harming the eco-friendly drive at the Institute) shall attract penalty of Rs. 2,000/-. Similarly, any improper disposal or dumping of waste, including dumping solid waste in drains shall attract penalty of Rs. 5,000/-.
14. Use of disposables without prior permission of HFMC would invite a fine of Rs. 2000/- on the Contractor.
15. Mess staff members are not allowed to use any part of the mess premises for any other purpose. Mess staff members are not allowed to sleep in the mess premises at any time. Each instance of violation will lead to a fine of Rs. 5,000/- on the Contractor.
16. Not maintaining records of regular customers would invite a fine of Rs. 2000/-.
17. Absence of proprietor or his representative empowered to take decision from HFMC meetings on due invitation (which will be held approximately once every month) will attract a fine of Rs. 10,000/- on Contractor.
18. As and when HFMC proposes a fine, they will inform the representative of the Contractor or mess manager, and the fine will be imposed by the Institute in consultation with the HFMC.
19. Using of brands not mentioned in the contract without prior permission and/or adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the HFMC.
20. Any failure/delay in remitting the monthly Infrastructural/Convenience Charges by the due date would attract penalty as decided by the HFMC.
21. For any rules stated in the agreement,
    a) First violation of the rule implies fine as per the rule. However, in exceptional cases where the nature of violation is of serious nature, the HFMC may propose higher fines than those indicated above.

b) Second and subsequent violations of the same rule within 30 days of previous fine will 50% added in the initial amount of fine on the Contractor.
c) If any of the above rules are violated 10 times within one quarter (taken as a total) the Contractor would be liable for automatic disqualification, and the contract may be terminated. However, this is not the only criteria for termination. The Institute reserves the right to terminate the contract at any time, considering the frequency and seriousness of the violations.

6. CONTRACT DOCUMENT:

6.1 Governing Language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

6.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between IITGN and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

6.3 Modification in Contract:

All modifications leading to changes in the CONTRACT with respect to technical and/or financial aspects, including terms of delivery, shall be considered valid only when accepted in writing by IITGN by issuing amendment to the CONTRACT. IITGN shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

6.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of IITGN, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

6.5 Waivers and Amendments:

a) Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

b) Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the directives to be furnished by IITGN which may be amended from time to time by reasonable modifications as IITGN sees fit.

7. TERMS OF PAYMENT

7.1 IITGN shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work, Operational Norms and Conditions (Section C), as per the price Schedule (Section D). The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

7.2 All Bills along with relevant supporting documents shall be submitted in to Assistant Registrar (Student Affairs), IIT Gandhinagar, Palaj, Gandhinagar – 382 355.

7.3 Invoices with original supporting documents duly countersigned by IITGN's representative wherever applicable will be submitted on fortnightly basis by the CONTRACTOR to IITGN and payment shall be made within 15 (fifteen) calendar days from the date of receipt of clean invoice at the above office.

The original invoice should also accompany the following documents/details:

1) Along with first invoice:

Following documents / details should be invariably furnished along with the first invoice:

a) Copy of valid Registration certificate under the GST rules.
b) Particulars required for making payments through Cheque/RTGS/NEFT, in accordance with the clause on 'MODE OF PAYMENT' of bid document.
c) Mobile No.
d) e-mail ID (If any)

2) Periodical / Monthly payment:

a) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST registration number, Service Classification, Rate and amount of GST shown separately).

b) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

7.4 In the event of any dispute in a portion or whole of any invoice, IITGN shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

8. CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:

8.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of IITGN. IITGN may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's services, labour, materials and services under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

8.2 Notice of Claims:

CONTRACTOR or IITGN, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

8.3 Taxes:

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including. Corporate and personal taxes levied or imposed on the CONTRACTOR on account of payments received by it from IITGN for the work done under this CONTRACT. The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, vendors, consultants etc. on account of payment received under this CONTRACT.

It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

The GST invoices should invariably contain the following particulars:

(i) Name, Address and the Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)

(ii) Name and Address of the Service Receiver (Address of IITGN).

(iii) Description, Classification and Value of taxable service and the amount of applicable tax separately indicating Education Cess and Secondary & Higher Education Cess, wherever applicable)

8.4 Corporate Taxes:

8.4.1 The CONTRACTOR shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time. The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by IITGN for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT.

8.4.2 Tax shall be deducted at source by IITGN from all sums due to the Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

8.4.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, it is required to furnish his Permanent Account Number (PAN) which is mandatory to the person responsible for deducting tax at source.

8.4.4 For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, IITGN shall not take any responsibility whether financial or otherwise.

For lapses, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, IITGN shall not take any responsibility whether financial or otherwise.

9. PERFORMANCE:

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of IITGN and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 3 days upon the receipt of written notice from IITGN to improve their performance failing which IITGN may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

10. PERFORMANCE BOND:

The CONTRACTOR shall furnish to IITGN within 14 days from the date of Award of contract, Performance Guarantee in the form of Demand Draft or online transfer for the period specified in the bid document/ Notification of Award towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement or in the event of termination of the contract under provisions of this contract and /or in respect of any amount due from the CONTRACTOR to IITGN, IITGN shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to IITGN on demand.

11. DISCIPLINE:

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and shall abide by and conform to all rules and regulations promulgated by IITGN governing the operations. Should IITGN feel that the conduct of any of CONTRACTOR or contractor's employees is detrimental to IITGN's interest, IITGN shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by competent qualified person at CONTRACTOR's cost.

12. SAFETY AND LABOUR LAWS:

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by IITGN shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking or consumption of alcohol/any other prohibited substance shall be permitted while on duty by any of contractor's personnel in IITGN premises or during work hours.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

13. VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER

All contracts involving deployment of Contractor's manpower within IITGN's premises the Contractor shall submit the following documents to IITGN prior to start of work:

(i) Undertaking from the Contractor that the character and antecedents of the perso proposed to be deployed by their firm at IITGN is/are impeccable.

(ii) Undertaking from the Contractor that their firm has scrutinized the previous working of the person(s) proposed to be deployed by them at IITGN and there is nothing adverse as regards his/her character and antecedent.

14. SECRECY:

CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by IITGN, divulge or grant access to any information about the work. CONTRACTOR shall not also destroy any report, note or any other document to the operation/ work required by IITGN. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

15. STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.

16. INSURANCE:

A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. IITGN will have no liability on this account.

B) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish IITGN with of insurance indicating (1) kinds and amounts of insurance as required herein (2) effective and expiry dates of policies (3) that IITGN shall be given thirty (30) days written advance notice of any material change in the policy (4) waiver of subrogation endorsement has been attached to all policies and (5) the territorial limits of all policies. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be affected within Insurance Company incorporated and registered in India.

C) Deductible: - That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

D) CONTRACTOR shall require to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

17. INDEMNITY AGREEMENT:

17.1 Indemnity by Contractor:

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified IITGN, (other than the CONTRACTOR) and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses(including without limitation, wreck or debris, removal costs, where wreck or debris

removal is ordered by a competent authority) judgments' and fines/penalty arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) Personal injury, illness or death of:

i) Any of CONTRACTOR or CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of IITGN); and

ii) Subject to clause 17.1 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel and iii) loss or damage to: any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subject to clause any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel.

18. TERMINATION

18.1 Termination on expiry of the Contract

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless IITGN has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

18.2 Termination on account of Force Majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 23 (Section B).

18.3 Termination on Account of Insolvency

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then IITGN shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

18.4 Termination for Unsatisfactory Performance

If IITGN considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, IITGN shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. IITGN shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by IITGN.

18.5 Termination for delay in Mobilization

Successful bidder shall be required to mobilize specified services in the line with the Work order/Rate Contract along with crew (only manpower) for commencement of services at IITGN site within a maximum of 15 (fifteen) days (as specified in scope of work or elsewhere in contract) from the date of WO/RC. If the CONTRACTOR (successful bidder) fails to mobilize as above, IITGN shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

18.6 Consequences of Termination

In all cases of termination herein set forth, the obligation of IITGN to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this agreement that reasonably require some action or forbearance after such termination.

In case of termination of Contract herein set forth, except under 18.1 and 18.2, and / or annulment of the contract due to non-submission of Performance Guarantee and following actions shall be taken against the Contractor:

IITGN shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be Black listed for a period of two years from the date of the order for putting the Contractor on holiday is issued.

Pending completion of the enquiry process for putting the Contractor on holiday, IITGN shall neither issue any tender enquiry to the defaulting contractor nor shall consider their offer in any ongoing tender.

19. DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES (LD)

(a) CONTRACTOR shall mobilize and deploy the required services as per the Contract so as to commence the services at the specified site (s) within a maximum of 15 days from the date of RC/WO.

(b) If the CONTRACTOR fails to mobilize and deploy the required services and / or fails to commence the operations within the period specified in sub clause (a) above, IITGN shall have, without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.

(c) If the contractor is unable to commence the operations within the period specified in sub clause (a) above, it may request IITGN for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, IITGN may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to Rs. 10,000/- , for each week of delay or part thereof, subject to a maximum of Rs. 50,000/- per month. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by IITGN on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

20. SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

21. CHANGE IN LAW:

21.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price

Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by IITGN subject to the production of documentary proof to the satisfaction of IITGN to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by IITGN.

21.2 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, IITGN will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, IITGN will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side. Notwithstanding the provision contained in clause 21.1 above, IITGN shall not bear any type of tax.

22. LIABILITY OF THE GOVERNMENT OF INDIA:-

It is expressly understood and agreed by and between the CONTRACTOR and IITGN that IITGN is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that IITGN is an independent entity with power and authority to enter into CONTRACTs solely in its behalf under the applicable laws of India and general principles of CONTRACT Law. The CONTRACTOR expressly agrees, acknowledges and understands that IITGN is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this CONTRACT and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT.

23. FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term “Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely IITGN and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IITGN shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

24. JURISDICTION AND APPLICABLE LAW:

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Gandhinagar.

25. CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

26. INTERPRETATION:

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

27. ENTIRE AGREEMENT:

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of CONTRACTOR and IITGN.

28. INDEPENDENT CONTRACTOR STATUS:

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

29. LIMITATION OF LIABILITY:

Notwithstanding any other provisions, except only in cases of willful misconduct and /or criminal acts,

a) Neither the Contractor nor the Institute (IITGN) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Institute and

b) Contractor shall indemnify and keep indemnified IITGN harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (a) above.

SECTION C

SCOPE OF WORK, OPERATIONAL NORMS AND CONDITIONS

1) The Contractor shall not make any addition, variation or alteration in the IITGN premises or any part thereof.

2) The specified premises for operation of mess services shall be used only for the purpose of operation of catering services, namely breakfast, lunch, snacks and dinner for the students, employees, guest of the Institute and for no other purpose/business. The contract shall not reside and shall not permit anybody else in the mess premises.

3) The Institute shall provide to the Contractor kitchen equipment, furniture, fittings etc. and the Contractor will execute a proper receipt in favour of the Institute in respect of all such articles given by the Institute.

4) The Institute shall provide necessary equipment/apparatus in serviceable condition and the Contractor is obligated to return the same to the Institute in good serviceable condition at the expiry of term of the contract. Any damages caused thereof, shall be borne by the Contractor on revocation/termination of the Agreement.

5) The Kitchen equipment etc. set out here in above shall be carefully maintained by the Contractor at his own cost and any damage arising there due to improper, negligent use shall be reimbursed by the Contractor to the Institute.

6) The Hostel Facilities Management Committee (HFMC) of the Institute shall oversee the overall functioning of the dining halls. The HFMC Consists of nominated students, staff and faculty of IIT Gandhinagar and decisions taken by the said committee for issues with regard to the mess shall be final and abiding by the contractor.

7) The list of existing kitchen equipment and utensils provided at each of the dining halls is available with the Hostel Facilities Management Committee (HFMC) of IIT Gandhinagar. If contractor required additional utensils/kitchen equipment, it may be provided on recommendation of HFMC at the sole discretion of the Institute.

8) The Contractor shall render, at the end of every three months an account of kitchen equipment, furniture, fittings etc. given to him by the Institute and HFMC/any officer duly authorized by the Institute shall have the right to inspect and check such kitchen equipment, utensils, furniture, fittings etc. at any time.

9) The Contractor shall not have the right to remove/carry any item/equipment supplied by the Institute outside the Institute premises either for the purpose of repairs or otherwise without the express permission in writing from the HFMC.

10) The Institute will not be responsible for the materials of the Contractor kept in the premises and it will be the responsibility of the Contractor to keep watch on his premises and Institute will not be responsible in any way for loss or damage.

11) (a) The mess timings are as follows:

Breakfast	: 07:15 AM to 9:30 AM (Sat/Sun - 8:00 AM to 10:00 AM)
Lunch	: 12:15 PM to 2:15 PM
Evening snacks	: 04:30 PM to 6:00 PM
Dinner	: 07:30 PM to 9:30 PM

Further, any change in the existing schedule will be undertaken only after obtaining written permission from the HFMC.

(b) The monthly menu and any other requirements/ provisions will be decided in consultation and agreement with the HFMC. The Institute at its sole discretion reserves the right to regulate, limit or eliminate the sale of extra food items (if any) provided by the Contractor.

(c) The Institute reserves the right to cancel one lunch or one dinner in a week, or (alternatively) ask for one special meal (high-lunch or high-dinner) per week with sufficient advance notice. If the lunch/ dinner is cancelled, the caterer cannot bill that particular meal to the Institute. However, in lieu of the cancelled meal, the caterer is allowed to run the mess in cafeteria mode to offer a few special items on payment basis to any customer. If the high-lunch or high-dinner option is exercised, the rates for these would be decided as per mutual agreement. These rates must be reasonable, and should be competitive with prices of comparable menus of caterers/ service providers in the market.

12) Interested bidders can visit the premises after contacting Student Affairs Office, IITGN to see layout of kitchen and dining areas.

13) Cost of PNG and/ or other cooking gas shall be borne by the Contractor. Institute will supply water and electricity for mess operations free of cost. However, the usage of water and electricity will be closely monitored for excess use/misuse and can be regulated if Institute deems necessary to do so.

14) The Contractor shall not part with possession of the said premises or any part thereof or allows anyone else to use the same for any business or purpose whatsoever. The contractor shall not make any addition, variation or alteration in the said premises or any part thereof.

15) The Contractor shall be responsible to follow all statutes, laws, by-laws, norms and rules (set by local, state and central governments and the Institute from time to time) for storage and handling of food products and cooking material (including hazardous and / or inflammable or combustible goods or substances or articles). The Contractor is obligated to keep themselves informed of any changes in the above laws, norms, rules and statutes and the Institute will not bear any responsibility for this.

16) The Contractor shall make good any damage of any kind whatsoever caused to the said premises or any part thereof or to any other part of the Institute Campus including road and infrastructure of said building on account of any act or omission either of the Contractor or any of his employees or any of the Contractor's visitors irrespective of whether the damage caused is willful or accidental.

17) The Contractor shall remove himself/herself from the said premises with all his/her belongings and leave it entirely vacant within 7 days on revocation or termination of the license, but subject to what is stated here in above.

18) The Contractor shall observe all Municipal and Government Regulations in force from time to time in relation to the use of the said business and be responsible for any violation of any such rules.

19) The Contractor shall not become a cause of nuisance or annoyance in any way either to the Institute or to other occupants of the building in the campus and it is agreed that the decision of the Institute whether the Contractor has caused nuisance or annoyance shall be final and conclusive and the Contractor shall not question or challenge the said decision of the Institute.

20) The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.

21) The Contractor shall use weighing balance, weights and / or measures which have been verified by comparison with the standard weights or measures and stamped in accordance with the provisions of the Weights and Measures Act, 1932 as amended from time to time.

22) The Contractor must have the appropriate licenses such as Food Safety license, Registration/Gumastadhara, Commercial Tax License and any other such Government license/permits mandated/required by the government and local authorities for operating such a venture. The contractor shall make these details available to IIT Gandhinagar. The contractor shall abide by all the terms of the license permits issued to the Contractor.

23) The Contractor will take appropriate safety measures including against outbreak of fire and will be held responsible in case of such an incident occurring.

24) The Contractor will not sell any alcoholic beverages/cigarettes/or any other prohibited substance nor permit any person to bring it from outside for the purpose of drinking/ smoking / unauthorized items / products/ prohibited substance (s) along with other food articles, which may be sold. The Contractor shall also ensure that his/her employees do not consume any prohibited substance and gutkha/pan masala and similar items at the Institute premises.

25) The Contractor shall comply with all the provisions of the Employees State Insurance Act, 1948, the Employees Provident Funds Act, 1952, the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules there under, Minimum Wages Act and any other Acts/ Rules that may be applicable to him/her from time to time and he shall keep the Institute indemnified against all liabilities and responsibilities for the Contractor's non-compliance of the provisions of the said Acts, and schemes and in particular, laws governing employer- employee relations in respect of the staff engaged by the Contractor.

26) The Contractor shall maintain records and registers and submits returns and shall pay contributions in accordance with the said Acts in respect of the employees employed by him for the above purpose.

27) In case of Death/Insanity/Insolvency or any kind of condition wherein the Contractor puts himself where he is not able to run the business, his legal heirs or authorized person may operate/provide the contracted services till the expiry of the original contracted period at the sole discretion of IIT Gandhinagar.

28) The permission granted to the Contractor shall not create any tenancy or proprietary rights or any other interest in the IIT Gandhinagar premises, which shall continue to be in the exclusive ownership, control and possession of IIT Gandhinagar; but gives a mere license to use the said premises subject to what is stated here in above.

29) It is agreed that the Contractor shall not assign or part with and / or transfer their interest under the Agreement signed.

30) The relationship between IITGN and the Contractor is on a principal to principal basis and nothing in this Agreement creates, or should be construed to create, a relationship of a partnership or a joint venture or an association of persons or an owner and an agent between the two parties.

31) The Institute shall through the period of the signed agreement have full control over the said premises and every part thereof. The Institute shall act through its Estate Officer or any other officer duly authorized in his behalf in connection with the said agreement or anything to be done there under.

32) In the event of the Contractor being involved in any litigation or dispute arising out of' any act or omission on the part of the Contractor. It is agreed that the Contractor shall indemnify and save harmless the Institute against all losses, claims, damages and costs incurred by the Institute.

33) IIT Gandhinagar will not be principal employer to any dispute between the Contractor and their employees/ agents/ users. If the Institute is still involved and incurs expenditure in any such legal proceedings, the Institute will recover the same from the Contractor.

34) The contractor shall not throw any refuse or garbage or any dirt at any location inside or outside the Institute campus. All kind of waste generated by the Contractor are to be segregated and disposed as per directives given by IIT Gandhinagar Green Office from time to time. Further, as the IITGN is a green campus the Contractor shall ensure that there is no use of disposables. However, in exceptional circumstances, if it becomes necessary, only environment friendly disposables are to be used, but with prior permission of HFMC.

35) The Contractor shall maintain the mess premises, furniture, utensils, crockery and cutlery in clean and hygienic condition to the satisfaction of the HFMC. The decision of the HFMC in this respect shall be final. Housekeeping/ Sanitary equipment and consumables will be the responsibility of the Contractor.

36) The Contractor shall not do or omit to do any act, which may invalidate or in any way affect the issuance on the Institute's said property or which may render the Institute's liability to pay extra or excess insurance premium.

37) The Contractor shall allow the Institute, its employees, students or authorised agents at all times to enter upon and to view the said premises and the condition thereof. The plan for housekeeping of the mess premises should be approved by the HFMC. It is expected that there should be at least two appropriately trained employees dedicated for housekeeping work present at all times to take care of cleanliness and hygiene at dining halls and kitchen area and these will not include staff engaged in any other activity including washing of utensils.

38) All possible measures must be taken up to ensure hygiene in the kitchen and dining halls. These include the provision of ample Liquid soap for hand wash at basins, hand gloves and caps for mess workers and other measures as advised by the HFMC.

39) The Contractor shall keep the said premises in a proper manner and the Institute shall from time to time carry out the necessary repairs and minor maintenance work of civil and electrical nature in consultation with the HFMC.

40) The Contractor shall, at his own cost, maintain adequate stocks (one week running stock of non-perishable items minimum) of food-grain, grocery and other eatables for the satisfactory and efficient running of the mess. The quality of the foodstuffs and eatables shall be as per the standards specified by the Institute and as mentioned at Annexure- A of Section C and the same will be subject to inspection by HFMC.

41) Vegetarian and Non-Vegetarian food must be cooked and served separately. Jain Food should be served as per the requirement at a separate counter.

42) During regular semester days, a list of students assigned to the particular dining hall will be provided to the Contractor from time to time. For planning purposes, this list is likely to include max 900 students for each meal (breakfast, lunch, snacks and dinner); however,

the Institute through HFMC at its sole discretion, reserves the right to assign more/ fewer students to the particular mess at any time (with two days' notice). The Contractor is responsible for controlling access of the students to the mess as per the list provided (through any combination of electronic, biometric/ RFID or other means). However, this access control should not cause undue (or unreasonable) delays or waiting times for students outside the dining area. The contractor must maintain records of the number of regular customers eating at the mess and must share this data with the Institute when demanded. In addition to students, faculty, staff, contractual staff, post-doctoral scholars, research scholars, guest students, guest researchers, employees of Institute Contractors etc. may avail of the mess facility on a regular or walk-in basis, and the charges for these personnel are to be the same as approved by HFMC time to time. Further, the IITGN community members shall have the facility to avail the mess facility at concessional rates (as applicable to the students) on prior intimation to the respective mess Contractor with an advance payment of at least 15 days.

(a) The list of students mentioned above will be valid for regular semester days only (Semester I & II of each Academic Year at the Institute). The Contractor should refer to the academic calendar on the Institute website (http://www.iitgn.ac.in/aca-programm.htm) for details about semester days. The Contractor shall bill the Institute only for these regular semester days on per meal per day basis based on the actual student strength assigned to the respective mess.

(b) The Institute will not pay the Contractor for any day outside the regular semester days including mid-semester recess, vacation and Summer Term. However, the Contractor is required to maintain catering services at dining halls during mid-semester recess, vacation and summer term at par with that during regular semester days for regular and walk-in customers. The menu for dining hall services outside regular semester days shall also be finalized after approval of the HFMC and charges for these services are to be collected directly from the customers.

(c) The Contractor shall provision Non-vegetarian items (in addition to the regular menu) during dinner (3 meals a week) against additional payment for students who register for the same for an entire semester. The Mess Secretary/HFMC shall forward the list of such students to the mess contractor in advance. The Contractor shall claim this additional amount by providing the necessary details in the respective fortnightly bills. For more details, refer Annexure 'B'.

43) The Contractor may also be consigned to provide other catering services inside the Institute campus at various meetings, occasions and/ or functions by authorized persons. Such services must be provided with utmost standards of hygiene and quality, and at mutually agreed rates. The rates for such catering services shall be reasonable and must be comparable to the charges applicable for walk-in guests with a small premium for service. The same shall be mutually discussed and agreed upon by the Contractor and the designated Institute officials.

44) The Contractor shall deposit Infrastructural/Convenience charges on a monthly basis to IITGN <u>at the rate of</u> 5% of total revenue generated (plus applicable GST thereof) on account of sales generated from;

(a) All catering orders of the Institute and its associates inside as well as outside the campus, and

(b) Revenue generated from sale of meals at the mess to all the walk-in customers.

45) The Institute expects professionalism in all aspects of mess operations from the Contractor. This includes quality of raw materials and food, professionalism in service and conduct of staff in dealing with students, staff & faculty. Punctuality of mess timings and hygiene should be of the topmost quality. The above will be maintained by the

Contractor and will be monitored by the HFMC. Fines for violations will be levied according to Point 5 of Section B. Further, considering the frequency and severity of violations, the Institute (in consultation with the HFMC) may choose to terminate the agreement.

46) The Institute reserves the right to terminate the contract at its own discretion, and will do so in writing with an advance notice period of 30 days. The Contractor shall remove himself/herself from the said premises with all belongings and give vacant possession of the said premises in good and clean condition and all the equipment in proper working condition to the Institute within 7 (seven) days from the termination of the contract period.

47) On termination of the agreement, the Institute shall refund the Contractor without interest the deposit amount or Performance Guarantee amount only on the Contractor vacating themselves with all their belongings from the said premises and handing over the possession along with returning of all the equipment/utensils in serviceable condition to the Institute. The Performance Guarantee amount would be payable to the contractor only after deducting dues/compensation payable by the Contractor in arrears and the costs of making good any damage caused by the Contractor or any one part on his/her behalf or by his/her employee or agents either to the said premises or any part thereof or any part of the campus provided.

48) The Security deposit amount shall be refunded (without any interest) to the Contractor on completion of the one year agreement period, subject to settlement of the outstanding dues, if any.

49) The Contractor shall employ at his/her own cost and expenses sufficient and competent staff with adequate background training and experience as may be reasonably required for the fulfilment of the Contractor's obligations under the agreement and shall give their professional expert guidance and supervision to the work. The Contractor or his/her representative shall maintain liaison with the HFMC appointed by the Institute and / or Officer and if in the opinion of the Institute any staff or supervisor of Contractor is found unsuitable, the Contractor shall be liable to change the staff/ supervisor forthwith. The list of Contractor’s staff should be shared with the HFMC along with their valid id cards, details of address, telephone number etc., and should be updated on a regular basis. The Institute encourages the Contractor to provide equal opportunities for employment irrespective of gender, religion, caste or socio-economic standard etc. and to ensure that there is no discrimination based on the above.

50) The Contractor shall be responsible for the discipline of his/her employees and the Institute's Standing Orders shall be binding on the Contractor and all his/her employees.

51) The Contractor will provide uniforms to his/her employees employed in the dining hall at his own cost and will not be borne by the Institute. The uniforms should be clean and in presentable condition at all times. Washing/ Laundry charges will be borne by the Contractor. Design of these uniforms will be approved by the HFMC/ authorized officer. No employee will be allowed to enter any part of the dining hall premises if not in uniform.

52) The employees of the contactor shall be in the employment of the Contractor only and not the Institute and the Contractor shall be solely responsible for all acts of commission or omission of his/her employees and the Contractor shall indemnify the Institute any loss or damage which the Institute may suffer due to any act of commission or omission of any of his/her employees. The Contractor shall be solely responsible for the payment of wages of his/her employees.

53) The Contractor shall ensure that the wages paid to their employees are not below the minimum wages as applicable from time to time and the Institute shall not be liable to

bear any part of the increase, if any, in the minimum wages during the term of the contract.

54) The Contractor agrees to cover all employees engaged by them under ESI as well as EPF as per provisions of Acts. And shall submit necessary records and returns in proof of compliance of these statutory enactments to the Institute. Contractor further agrees to defend, indemnify and hold the Institute harmless from any liability or penalty which may be imposed by the central, state, local or other statutory authority for any alleged violation of labour enactments or other enactments, by the Contractor.

55) In the event that the Institute is required under law to remit or otherwise the Institute remits the contributions on behalf of the Contractor to the concerned authorities under the ESI Acts and Rules, on a month to month basis or otherwise, then upon such remittance, the Institute shall have the right to recover the amounts so remitted from the Contractor.

56) The Contractor shall fill in the requisite forms for obtaining passes for all his/her employees and submit the same to the Student Affairs Office. These passes will entitle them to enter the premises of the Institute. However, they will be subject to checking at any or every time of their entry or exit by the Institute's Security Personnel and such checking may also include physical checks.

57) The Contractor and their employees shall obtain medical certificate of their fitness from MBBS Doctor/Registered Medical Practitioner. The employees should be free from any contagious diseases. Also, when called upon by the Institute, subject themselves to medical examination by the Medical Consultant of the Institute.

58) On the Contractor observing all the terms and condition as stated hereinabove faithfully, the Institute agrees not to revoke or terminate the signed agreement at any time prior to expiry of the period of one year. In case, the Contractor fails to perform or observe any covenant or condition of the signed agreement on or before the said date, then at any time the signed agreement shall be terminated by the Institute by giving at least 30 days notice in writing to the Contractor. The notice terminating the signed agreement shall be deemed to have been duly served if delivered personally or by post to the Contractor or if pasted on the outer door of the said premises. The Contractor on his part may terminate the contract agreement subject to condition mentioned under Special Conditions in the signed agreement by giving at least 30 days' notice in writing to the Institute.

59) All items/ingredients required by the Contractor for preparation of food and other approved items are to be purchased by the Contractor. All items/raw materials purchased will have to conform to the quality standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark "AGMARK" or "ISI", or "FSSAI" as applicable. All materials required by the Contractor for preparation of food, raw materials purchased will have to conform to the known standards/brands and specifications as laid down by IIT Gandhinagar and suggested by the HFMC from time to time.

60) The Contractor shall be wholly responsible for payment of any and all taxes/cess that are applicable including but not limited to commercial property tax, goods and service tax, sales tax, service tax duties, Swatch Bharat cess and Krishi Kalyan cess under the existing or future Laws, acts, Rules, Orders, Notifications etc., issued by the Central or State Governments or any local authority, or body in respect of or in connection with supplies and that IIT Gandhinagar shall not be liable to pay such taxes, rates, duties etc., whether existing or which may accrue in future.

61) IIT Gandhinagar shall have no liability in any case to compensate the Contractor due to natural calamities or for the reasons beyond the control of the IIT Gandhinagar.

62) In case of legal dispute arising out of or relating to this Agreement or breach, or the invalidity thereof, shall first be attempted to be settled by discussions. If the same is not resolved through mutual discussions, then the same shall be referred to the sole arbitration of the Director, IIT Gandhinagar or any person nominated by him. The decision of the Arbitrator shall be final and binding on both the parties. All disputes are subject to Gandhinagar jurisdiction only.

63) The Institute shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.

64) The Contractor shall raise an invoice on fortnightly basis i.e. on 1st and 16th of every month. The payments due against the invoice shall be credited within 15 working days of the receipt of invoice (subject to correctness of invoice).

65) The Institute shall handover the existing kitchen equipment, infrastructural set-up and utensils to the Contractor in a serviceable condition at the commencement of the agreement. Further, the expenditure on maintenance and repair/replacement of any unserviceable kitchen equipment within the agreement period shall be borne by the Contractor.

66) Any request from the Contractor to increase the agreed price as per the current contract will be subject to the sole discretion of the Institute based on recommendations of the HFMC.

67) The Contractor shall provide the customers facility for digital payment via BHIM App digital wallets, credit/debit card etc.

ANNEXURE-A

Permissible brands of specific consumables

Item	**Representative Brands ***
Salt (+F Only)#	Ankur, Tata Salt Plus, Amma Salt or equivalent
Grind Spices (Including Chilli powder, Turmeric powder, Coriander powder, Cumin Powder, White pepper powder, Asafoetida)	MDH, Everest, Ramdev
Whole Spices (Bay Leaf, Aniseed, Cardamom, Carom Seed, Cinnamon, Clove, Coriander seeds, Fenugreek, Brown Mustard seed, Sesame, Fennel Seed, Star Anise, Black pepper, Kasoori Methi)	Brand approved by FSSAI
Other Spices (garam masala, gravy masala, meat-chicken-fish masala,pav-bhaji, sambhar masala, dabeli masala,chat masala)	MDH / Everest/TATA Sampann/Badshah
Ketchup	Maggi, Kissan, Heinz
Cooking Oil (Refined Sunflower oil) (+F Only)	Dhara, Sundrop Fortune, Saffola or equivalent
Pickle	Mother's recipe, Priya, MTR
Wheat Atta (+F Only)	Ashirwad Chakki Atta, Annapurna, Patanjali or equivalent
Papad	Lijjat, Haldirams
Butter	Amul, Brittania, Govardhan
Bread	Modern, Kwality, Britannia, Amul
Jam	Kissan, Maggi
Ghee	Amul, Govardhan
Shrikhand	Amul, Vipul Dudhiya (local brand)
Milk (+F Only)	Mother Dairy, Amul, Kwality, Purabi, Nestle or equivalent
Paneer	Amul, Madhur, Jain Dairy
Tea	Brook Bond, Lipton, Wagh-Bakri
Coffee	Nescafe, Sunrise, Bru
Rice (Basmati) (+F Only)	Asbah, Daawat Rozana or equivalent

Dal	Sources proposed by vendor, approved by committee
Ice-Cream	Amul, Mother Dairy, Havmor
Chocolate health drink	Bournvita, Boost
Choco powder	Amul, Cadbury, Funfoods, Hersheys
Chili / Soya sauce	Chings, Funfoods, weikfeild
Vinegar	Chings, Funfoods
Baking powder	Funfoods, Weikfeild, Cadbury
Fruit Crush/pulp	Mapro, Mala's , Guruji
Pasta & Macroni	Chings/Barilla, Funfoods, Borges, Weikfeild, Bambino
Noodles	Chings/Barilla, Del Monte, Borges, Weikfeild
Olive oil	Oleev Active, Figaro, Borges, Borilla
Coconut Powder	Maggi, Patanjali
Baking Soda	Weikfield, Crown
Corn flakes	Kellogg's, Nestle, Kwality
Namkeen	Haldiram's, Balaji, Bikaner
Besan	Gaay Besan, MTR, Ramdev
Maida	Uttam,-Kitchen King, MTR, Ashirvad
Instant soup	Chings, Knorr
Instant snacks	Gits, Uttam, MTR

#(+F indicates fortified products approved by FSSAI)

Note: The Contractor may use other brands (FSSAI/AGMARK approved) only if permitted by the HFMC in writing. Further, in special rare cases due to wholesale/ retail market factors outside the control of the Contractor, the Contractor may request to use alternate brands for one or two meals on emergency make-shift basis to a designated officer/ Convener HFMC. These brands may be used as approved on case-to-case basis for limited number of meals only.

ANNEXURE-B

Sample Menu

Item	Representative example.
Breakfast	
One Indian Breakfast item	Aloo Paratha/ Poha/ Uttappam/ Methi Parantha/ Medu Vada/ Masala Dosa/ Idli/ Puri-Aloo
Sides	Pickle + Curd/ Chutney + Sambar/ tomato, onion and lemon pieces with sev
Breads with butter and preserves	White bread/ brown bread/ fruit bread/ bun
	(Butter + Mixed fruit jam)/ (Butter + Orange Marmalade)
Eggs	Boiled Egg/ Omelette/ Scrambled Egg/ Egg Bhurji
Fruit	Banana/ Papaya slices/ mixed fruit pieces/ fresh seasonal fruits (whole or cut)
Fresh Sprouts (3 days a week)	Moong, mixed green sprouts
Cereal	Cornflakes
Hot Beverage	Hot Milk + Tea + coffee powder + chocolate health drink powders (Bournvita/Boost/Branded Chocolate power)
Lunch	
Salad	3 bean salad/ onion+ tomato salad/ black-eyed bean salad/ Cucumber salad/ Chickpeas salad/ Sprout salad
Roti	Roti/Bhatura/Puri
Dal	Dal Fry/ Dal Makhani/ Dal Dhaba/ Dal Tadka/ Rajma/ Dal Miloni/ Kadhi Pakoda/ Gatta Kadhi/ Moong dal/ Methi Dal
Rice	Jeera rice/ Plain rice/ Pulao/ Biryani
2 Indian Vegetable Dishes (usually 1 dry and 1 gravy)	Aloo Baigan/ Kofta Curry/ Bhindi Jaipuri/ Turiya/ Baigan Bharta/ Veg Kofta/ Sev Tamatar/ Gilki/ Pumpkin/ Aloo Onion/ Pindi Chole/ Jeera Aloo/ Aloo Beans/ Tawa mixed vegetable
Curd preparation	Plain curd/ Mishti Dahi/ Vegetable Raita/ Boondi Raita/ Chaas/ Lassi
Crunchies	Fryums/ Papad
Pickle & Sides	Mixed vegetable pickle/ Mango pickle/ Lemon pickle + Fried mirchi + Lemon slices

Tea & Snacks	
Hot Snack item	Samosa/ Veg Noodles (Maggi or Chinese)/ Bhel Puri/ Mix Pakoda/ Veg Sandwich/ Vada Pav/ Pani Puri/Pasta/Cheese Balls / Spring Rolls
Sides	Ketchup/ Tamarind chutney/ Pudhina chutney/ Kala chana/ Onion + Sev
Hot Beverage	Hot Tea + Hot Coffee +Hot Milk
Cold beverage	Lemon water or equivalent

Dinner	
Salad	3 bean salad/ onion+ tomato salad/ black-eyed bean salad/ Cucumber salad/ Chickpeas salad
Roti	Roti/Bhatura/Puri
Rice	Jeera rice/ Plain rice/ Pulao/ Biryani
Dal	Dal Fry/ Dal Makhani/ Dal Dhaba/ Dal Tadka/ Rajma/ Dal Miloni/ Moong dal/ Methi Dal/ Arhar dal/ Chana Dal/
Curd	Plain curd/ Mishti Dahi/ Vegetable Raita/ Boondi Raita/ Chaas/ Lassi
1 Indian Vegetable Dish	Aloo Baigan/ Kofta Curry/ Bhindi Jaipuri/ Turiya/ Baigan Bharta/ Veg Kofta/ Sev Tamatar/ Gilki/ Pumpkin/Aloo Onion/ Pindi Chole/ Jeera Aloo/ Aloo Beans/ Tawa mixed vegetable/ Egg curry & Paneer preparation
Pickle & Sides	Mixed vegetable pickle/ Mango pickle/ Lemon pickle + Fried mirchi + Lemon slices
Dessert (Fixed dessert portion size approximately 120-150 ml)	Gulab Jamun/ Moong Dal Halwa/ Gajar Halwa/ Kheer/Custard/ Ice cream
Non-Veg Dish (180-200 gm) (3 days a week only for fixed student strength)*	***Chicken Curry/Fish Curry/Mutton Curry/Chicken Tikka Masala/Butter Chicken/Kadhai Chicken***

*** Non-Veg Dishes (as mentioned herein above) shall be served only for 3 meals a week. This arrangement would be made only for those customers (tentatively 25-40% of overall strength) who opt for Non-Veg food and the list of such students shall be shared with the mess contractor in advance. An additional payment of Rs.50/- per student per Non-veg meal (in addition to the regular meal charges applicable) shall be payable and the same can be claimed by the Contractor in the respective fortnightly bill.*

REPRESENTATIVE MESS MENU

The final weekly menu for a period of at least one month will be decided from time to time and shall be informed to the Contractor at least one week in advance. It is to be noted that on some days the menu pattern may be different from the sample menu indicated above (e.g. when there are days with south Indian dishes or Chinese dishes) or special menu on account of festivals. All items (when served) will be unlimited quantity except dessert and non-veg dish, the quantity for which has been indicated in the table above.

SECTION D

Financial Offer

Description	Price for regular customers in INR (figures and words)		
	Rate quoted per customer per day (Rs.) (A)	**Add: GST @.....(Rs.) (B)**	**Total Amount per customer per day (Rs.) (C)**
Total Amount (Including all 4 meals namely Breakfast, Lunch, Evening Tea & Snacks and Dinner)			

Note: Bidders may note that the bifurcation of the above quoted rates for each of the 04 meals stated above shall be finalised subsequently at the time of issuing work order. Tentatively, it is likely to be :

Breakfast Rate (Inclusive of all taxes)	- 20% of the Amount quoted at (C) above
Lunch Rate (Inclusive of all taxes)	- 35% of the Amount quoted at (C) above
Evening Tea & Snacks Rate (Inclusive of all taxes)	- 10% of the Amount quoted at (C) above
Dinner Rate (Inclusive of all taxes)	- 35% of the Amount quoted at (C) above

Note:

a) Since the Institute is providing electricity, space, standard fixtures, kitchen equipment, furniture and utensils for running the mess, the bidders are advised to quote concessional rates commensurate with the facilities provided free of cost.

b) Bidders may also note that the charges for provisioning Non-Veg dishes (3 meals a week during Dinner) would be paid @ Rs. 50/- per student per non-veg meal in addition to the above rates (please refer the previous page for more details).

Sign of bidder:-_____

Date:- _____

Name of the bidder:-_____

Firm's Name:-_____

FORM - A

BID SUBMISSION PROFORMA (Commitment of the bidder)

Tender No. IITGN/MESS/SER/2018-19/01

Bidder's Address: _____

To,
Assistant Registrar (MM)
Indian Institute of Technology Gandhinagar
Palaj, Gandhinagar – 382 355

Dear Sir/s,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said Schedule and agree to hold this offer open till 31st March, 2019.

2. I/We have understood and complied with Eligibility and experience of the bidder as Section A, General Terms and Conditions as Section B and Scope of Work, Operational Terms and Conditions as Section C and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements.

3. The following number of pages has been added to and form part of this tender:

4. Bidding documents and submission of Tender has been duly signed and attached herewith.

Yours faithfully,

Signature of Bidder

Address

Dated

FORM B - CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with in their offer failing which the offer is liable to be rejected.

A. Please tick (√) whichever is applicable and cross (X) whichever is/are not applicable.
B. Please sign each sheet.
C. The check-list duly filled in must be attached along with the offer.

1. Whether requisite tender fee has been paid?

Yes	No	Not applicable

1.1 If so, furnish the following:-

(i) By /Bank Draft/ Banker's cheque
(ii) Name of the Bank
(iii) Value
(iv) Number of /Bank Draft/Banker's cheque
(v) Date of issue of /Bank Draft/ Banker's cheque
(vi) UTR No. & Date

2. Whether requisite EMD has been paid?

Yes	No	Not applicable

2.1 If so furnish the following:-

(i) By /Bank Draft/ Banker's cheque
(ii) Name of the Bank
(iii) Value
(iv) Number of /Bank Draft/Banker's cheque
(v) Date of issue of /Bank Draft/ Banker's cheque
(vi) UTR No. & Date

3. Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?

Yes	No

4. Has the bidder's past experience proforma (Form C) been carefully filled and enclosed with the offer?

Yes	No

5. Whether firm prices have been quoted?

Yes	No

Signature of the Bidder

6. Whether rates have been quoted exactly as per the financial bid format?

Yes	No	Not applicable

7. Whether the period of validity of the offer is as required in bidding document? If not, mention the extent of variation.

Yes	No	Extent of variation in days

8. Whether the offer has been signed indicating full name and clearly showing as to whether it has been signed as Contractor.

Yes	No

9. Whether the offer is being uploaded online in available packets?

Yes	No

10. Has it been ensured that there are no over-writings in the offer and corrections if any, have been properly attested by the person signing the offer?

Yes	No

11. Are the pages of the offer consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the offer?

Yes	No

12. Has the offer been prepared in sufficient details/ clarity so as to avoid post tender opening clarifications/ amendments?

Yes	No

13. Whether Form A and Form B of the bidding document duly filled in and a confirmation that clauses of Annexure(s) are compiled / accepted, enclosed with the offer?

Yes	No

14. Whether all the clauses of the bidding document are accepted?

Yes	No

15. Whether necessary relevant documents in regard to services offered attached with the offer?

Yes	No

Signature of the Bidder

FORM - C

PROFORMA FOR BIDDERS PAST SERVICES (SIMILAR)

Serial No.	NAME & ADDRESS OF CLIENT	PERIOD FROM TO (Minimum duration of one year or above)	DESCRIPTION OF SERVICES COMPLETED SUCCESSFULLY#	REMARKS

1.

2.

#Performance certificate from each of the previous client (s) mentioned above is to be compulsorily attached.

NOTE: - I/We certified that the above information is/are best of our knowledge and nothing has been concealed.

Signature of the Bidder

FORM - D

PROFORMA CERTIFICATE FOR 'NO RELATION' WITH IITGN EMPLOYEE

This has reference to our proposed contract for 'Providing Catering Services through Student Mess' to be entered into with Indian Institute of Technology Gandhinagar.

(i) I/We am/are not a relative/blood relation of any key managerial person of IIT Gandhinagar.

(ii) We are not a firm in which any key personnel of IIT Gandhinagar or his/her relative is a partner;

(iii) I/We am/are not a partner in a firm in which any key managerial person of IIT Gandhinagar or his/her relative is a partner.

Signature of Contractor

Place:

Date:

FORM -E

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCESSFUL BIDDER

RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

1	Name of the Bidder	
2	Permanent Account No (PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4	Email id of the Bidder	

Note: - Please attach original cancelled cheque along with the RTGS/National Electronic Fund Transfer (NEFT) Mandate Form.