



INDIAN INSTITUTE OF TECHNOLOGY

(BANARAS HINDU UNIVERSITY)
VARANASI

Online Bids

are invited

for

Managing & Catering Services

in Three Messes of Dhanrajgiri II Hostel, IIT(BHU), Varanasi

Tender No.: IIT/HTL/CoW/22-23/02 dated 06.04.2022

Bid Submission Start Date: 06.04.2022

Pre- Bid Meeting & Site Visit Date: 18.04.2022

Bid Submission End Date: 27.04.2022

Technical Bid Opening Date: 28.04.2022

Original Document Verification and Presentation: 29.04.2022

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E-Tender for Managing & Catering services in Three Messes of Dhanrajgiri II, IIT (BHU), Varanasi

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SECTION-1
(NOTICE INVITING E-TENDER)

On behalf of the Director, IIT (BHU) Varanasi, **online tender** from the Company/firms/Service Provider interested for the Catering contract of **Three Messes in Dhanrajgiri II Hostel, IIT(BHU) (approx 600 ± 50 students of each)** on the conditions noted below are invited for the same initially for one year (Further extendable for one or 2 years on satisfactory performance, which will be reviewed and assessed at the end of every year).

The Tender Documents for Catering Contract for Mess will be on Two Bid System consisting of Technical Bid and Price Bid. The Tender Documents will be submitted item-wise in online mode. Any firm may bid for Catering Contract for Mess but must be item-wise in two bid cover enclosing Technical Bid and Price Bid.

No manual bid will be accepted. All bids, both Technical and Financial should be submitted on the E- procurement portal.

The Tender Document along with detailed specifications, terms and conditions may be downloaded from the institute website (www.iitbhu.ac.in) under Tenders (<https://www.iitbhu.ac.in/tenders>) and (<https://www.eprocure.gov.in/cppp>) by the interested service provider.

1. **Tender Processing Fee: Rs. 11,800/- (Eleven Thousand Eight hundred rupees only Inclusive of GST and Non-refundable)**
2. **Earnest Money Deposit: Rs. 3,00,000/- (Three lakhs only)**

The Tender Processing Fee of Rs 11,800/-(Non-Refundable) and E.M.D. of Rs. 3,00,000/-(Refundable) for this Tender to be paid in the form of Bank Draft in favour of Registrar, IIT (BHU) or by RTGS/NEFT payable at Varanasi before the Bid Opening Date and time. The hard copy of DD for tender processing fee and EMD should be reached on or before the Bid Opening Date and Time at the address: Chairman, Council of Wardens, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, UP.

Name of Account – Registrar, IIT(BHU)

Name of the Bank – State Bank of India

Name of Branch – IT, BHU, Varanasi

Account No. – 32778803937

IFSC Code – SBIN0011445

The proof of payment must be uploaded in pdf. Format with Technical Bid.

As per public procurement policy of MSEs order of Ministry of Micro, Small and Medium Enterprises and other Govt. of India norms for public procurement, subject to amendment/modification, if any, the MSEs as provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. The online tender of CPPP has also provision for the same subject to uploading of the relevant orders/certificate/other document of Government in .pdf format.

Note: Both the transactions are to be done separately.

All communications should be addressed to **Chairman, Council of Wardens, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, UP.** Tender should be submitted on or before closing date & time of Bid opening date and time as mentioned in critical date sheet on e-portal and Institute web.

The Institute shall not be responsible for any delay in submitting Bids through online. The Institute reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained.

TENDER DOCUMENT FOR: Managing & Catering services in Three Messes of Dhanrajgiri II Hostel, IIT (BHU)

CRITICAL DATA SHEET

Published Date	06.04.2022 (05:00 PM)
Bid Document Download Start Date	06.04.2022 (05:00 PM)
Clarification Start Date	06.04.2022 (05:00 PM)
Clarification End Date	13-04-2022 (05:00 PM)
PRE- BID MEETING & Site Visit	18.04.2022 At 3:00 PM at the address given below
Bid Submission Start Date	06.04.2022 (05:00 PM)
Bid Document Download End Date	27-04-2022 (03:00 PM)
Bid Submission End Date	27-04-2022(03:00 PM)
Technical Bid Opening Date	28-04-2022 (03:30 PM)
Original Document Verification and Presentation	29.04.2022 (10:30 AM)
Address For pre-bid & any Communication	Chairman, Council of Wardens, first floor of Prof. S.N.Bose Hostel, IIT(BHU) Indian Institute of Technology (Banaras Hindu University), Varanasi – 221 005, U.P., INDIA E-mail: chairman.cow@itbhu.ac.in Contact no. : 0542-2575797 from (9.30 AM to 6 PM on all working days)
Contract Duration	Initially for one year (further extendable for one or 2 years on satisfactory performance which will be reviewed and assessed at the end of every year).

**(Chairman)
Council of Wardens
Hostels IIT (BHU)**

SECTION -2

INSTRUCTIONS FOR ONLINE BID SUBMISSION

On behalf of the Director, IIT (BHU) Varanasi, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

1. Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective, “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of Bids

1. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “on-line” to pay the tender fee as applicable and enter details of the fee. Whenever, Tender fees are sought, bidders need to pay the tender fee EMD separately on-line through RTGS.
4. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk is 0120-4200462, 0120-4001002

General Instructions to the Bidders

2. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **.Pdf format**.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderer are advised to follow the instructions provided in the Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

SECTION III

MINIMUM QUALIFICATIONS REQUIRED FOR BIDDING

The bidders having following minimum qualification are eligible for bidding:

1. The bidder should have minimum 5 (Five) years of experience in Managing & Catering of the services, etc. in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations for a minimum of 500 persons. Educational Institutions such as IITs, NITs, Centrally Funded Technical Institutions (CFTIs) will be given preference.
2. The bidder should have at least 5 successful completed contracts of minimum 1 year duration each in Managing & Catering services in last five years with minimum 500 persons in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organisation along with services provided to CFTIs.
3. The bidder shall have at least 1(One) ongoing similar contract for at least 500 persons in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations along CFTIs, IITs, NITs.
4. The bidder/Company/Firm/Service Provider shall have an average annual turnover of Rs.2 crore or more (catering services only) in the last three financial years.
5. The bidder/ Company / Firm / Service Provider should be registered with the appropriate registration authority (ies) (labour commissioner etc.) and Certification from food departments (**FSSAI**) of the States and Central Government is must. Bids of the bidder/Company/Firm/Service Provider non- complying labour laws will be out rightly rejected.
6. The bidder/Company/Firm/Service Provider will have to provide details of Income Tax and Service Tax return of their firm for last three financial years **(2018-19 to 2020-21)** duly approved by **Chartered Accountant (CA)**.
7. The bidder/Company/Firm/Service Provider has to submit Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report for the preceding three financial years **(2018-19 to 2020-21)** by Chartered Accountant (CA).
8. The bidder /Company / Firm / Service Provider should have valid PAN and GST Number.
9. The bidder /Company / Firm / Service Provider should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Act.
10. Either the Registered Office or one of the Branch Offices of the bidder should be located in Uttar Pradesh.
11. The bidder /Company / Firm / Service Provider should have its own Bank Account.
12. Exemption to comply with any of the above criteria should be duly supported by the Government orders/ other Government documents.
13. The bidder /Company / Firm / Service Provider shall submit an affidavit stating that the Service Provider has not been blacklisted by Central Government/ State Government/ any PSU in last three years.

Non compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected being non responsive.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted with the technical bid. **List of customers with address with contact number & E-mail id, period of services provided etc. to be furnished by the bidders in appropriate format.**

NOTE: The Institute reserves the right to accept and reject any bid without assigning any reason thereof. Further, no correspondence will be entertained in this regard.

CHAPTER-2

CONDITION OF CONTRACT

NECESSARY CONDITIONS FOR BIDDERS

1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. Tender Processing Fee

The tender processing fee Rs. 11,800/- (including GST non-refundable) from Nationalized/ Scheduled bank drawn in favour of “ Registrar, IIT (BHU)” payable at Varanasi has to be submitted offline (Scanned copy of DD/Cheque in .pdf format to be uploaded online) towards tender processing fee failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank draft / Bankers Cheque.

3. Earnest Money Deposit (E.M.D.)

The Earnest money Deposit (EMD) of Rs. 3,00,000=00 (Rupees Three Lakh only) shall be payable in the form of Demand draft drawn on Nationalized/ Scheduled bank in India in favour of “ Registrar, IIT (BHU)” payable at Varanasi. Earnest Money will be refunded to unsuccessful bidders after finalization of the contract.

4. Content of Bidding Documents

4.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents.

In addition to Notice Inviting E-Tender/ Bid, the bidding documents shall include:

- (a) Instructions for Online Bid Submission
- (b) Minimum Qualifications required for bidding
- (c) General Conditions of Contract (GCC);
- (d) Other General Conditions
- (e) Legal Agreement
- (f) Evaluation Scheme
- (g) Definitions
- (h) Scope of Catering Services
- (i) Technical Compliance Statement
- (j) Proforma for Technical & Financial Bid
- (h) List of customers to whom catering services provided by the bidders

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for 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 bidding documents by amendment.

5.2 In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, if any, the Institute, at its discretion, may extend the deadline for the submission of bids.

6. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

7. Documents Comprising the Bid

7.1 Technical/commercial bid and Priced bid:

The bids are to be uploaded in two parts in .pdf format i.e. Technical/ commercial bid and Priced bid.

(a) Technical/ commercial bid shall be submitted through CPP Portal. If the proof of Tender Processing Fee & EMD is not uploaded along with the technical bid, such bid will not be considered.

(b) Priced bid.

7.2 Technical/ commercial bid:

Proforma for technical/ commercial bid is given at Chapter 6 (Annexure IV).

7.3 Price Bid

The price bid shall comprise the techno commercial bid along with the price component indicating the prices for each and every item. The scanned copy of completely filled financial bid in the proforma provided at Chapter 6 (Annexure V) is to be uploaded under cover 2 in .pdf format.

(a) The prices quoted must be net per unit as shown in the Chapter 6 (Annexure V). Quoted Service charges should be sufficient to meet out all the statutory deductions. If a firm quotes Nil charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

(b) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.

(c) The prices once accepted by the Institute shall remain valid till the successful execution of the contract and till supplies is fully effected and accepted or 12 months from the date of acceptance of tender whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

8. Bid Currencies

Prices shall be quoted in Indian Rupees only.

9. Period of Validity of Bids

9.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive.

9.2 In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder's request will not be permitted to modify the bid.

9.3 Financial Bid evaluations will be based on the bid prices without taking into consideration the above modifications.

10. The tender has to be submitted ONLINE before the due date. The offers received after the due date (27.04.0222) and time will not be considered. **No manual bids will be considered.**

11. Deadline for Submission of Bids

11.1 Bids must be received ONLINE not later than the time and date specified in the Invitation for Bids.

11.2 The Institute may, at its discretion, extend this deadline for submission of bids by amending the bid.

12. Late/Delayed Bids

The offers received after the due date and time will not be considered.

13. Modifications and Withdrawal of Bids

13.1 The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.

13.2 No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

13.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

14. Opening of Technical/ commercial Bid

All technical/ commercial bid (Cover 1) will be opened in the first instance.

15. Clarification of Bids

15.1 During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

15.2 No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.

15.3 Any effort by a Bidder to influence the Institutes authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidders bid.

16. Evaluation of Technical/commercial Bid

There will be two stages of technical evaluation of the bid.

16.1 Stage-I: The authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet

the essential criteria as laid down in this bid document, then his bid will be summarily rejected. No documents will be accepted in support of essential criteria after the last date of submission of bids. The bidder has to produce all the original documents on the date of document verification and presentation. In case if bidder is not able to produce original document his bid will be summarily rejected.

16.2 Stage-II: The bidders short-listed by the Institute based on meeting the essential criteria at Stage –I will be allowed to give the presentation to a team selected for the purpose, on the document verification and presentation date.

17. Presentation by Technically qualified bidders

All technically qualified bidders will have to present about their technical specifications, their firm's performance in the area of catering services, facilities and innovative idea in food/catering field etc. before the Hostel Purchase Committee, (Council of Wardens), IIT(BHU) Varanasi. The presentation of bid will be evaluated for maximum 50 marks.

18. Opening of Price Bids

18.1 Price Bids of only those bidders who meet the essential criteria and whose technical/commercial bid have been found to be eligible and substantially responsive will be opened.

18.2 The price Bids of the technically qualified bidders shall be opened in the presence of the tender committee.

19. Evaluation and Comparison of priced Bids:

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected.

20. Institute's right to accept any bid and to reject any bid or all bids or modify the number of messes

The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Institute's action. Institute also reserves the rights to modify the number of messes for the bid prior to award of contract.

21. Award Criteria

The Bidder/Company/Firm/Service Provider/ qualified in technical evaluation and presentation stage will be declared successful on the basis of Lowest Price. **The tender of all the three messes can be awarded to one or more than one bidder subject to technical evaluation (stage-I), presentation (stage-II) by Bidders and subject to matching L1 bid. It should be noted that if a caterer is selected for providing catering for more than one messes, the caterer must have SEPARATE AND INDEPENDENT setups one for each of the messes.**

Note: In case of tie, Institute reserve the right to award the contract to a single bidder or more than one bidder having higher scores in technical evaluation round (Stage-I & Stage-II combine).

22. Notification of Award Prior to the expiration of the period validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

23. Fall clause

23.1 The price quoted by the bidder should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the bidder for stores of the same nature, class or description to any other procuring entity.

23.2 The price charged for the stores supplied under the contract by the Company shall in no event exceed the lowest price at which the Company sells the stores of identical description to any other person during the period till performance of all contractual obligation placed during the currency of the contract is completed. If at any time during the period the Company reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Institute and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

23.3 If it is discovered that the Company has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the Institute to (a) revise the price at any stage so as to bring it in conformity with sub-clause (23.1) above, or (b) to terminate the contract with recovery of loss.

GENERAL CONDITION OF CONTRACTS:

1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards as shall be the latest issued by the concerned Institution.

3. Use of Contract Documents and Information

3.1 The Service Provider shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Service Provider shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Service Provider's performance under the Contract if so required by the Institute

3.4 Patent Rights

The Service Provider shall indemnify the Institute against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

4. Submission of the bids.

4.1 All bids complete in all respect must be submitted online on or before the Bid Closing date and time as mentioned on Critical Data Sheet. Tenders received without earnest money etc. shall be rejected.

4.2 Tender documents are available on IIT (BHU) website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.

4.3 Interested bidders may submit their bid through Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.

5. Other Conditions for bid submission

5.1 Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.

5.2 The bidder shall quote the Technical and Financial bids as per the format enclosed for the same.

5.3 The earnest money will be forfeited if the bidder withdraws from the tender at any stage.

5.4 The bidder must include the list of Organisation where they have provided similar services at least in the last 3 years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.

6. Other General Conditions

6.1 IIT (BHU) being an Educational Institution, the Service Provider will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.

6.2 All personnel/employees/workmen employed by the Service Provider shall be, preferably, in the age group of 21 – 50 with good health and sound mind. The personnel/employees/workmen of the Service Provider shall be liable to security screening by the Security Staff deployed by IIT (BHU).

6.3 The Service Provider shall appoint fully qualified and competent workers as per the requirement to ensure that the services rendered by them are the best.

6.4 Any incident related to sexual abuse/ harassment will invite zero tolerance from first party. Immediate and strict punitive action will be taken as per Institute rules/ Indian Panel Code (IPC).

6.5. One representative of second party must be available for any query/complaints

6.6 The employees employed by the Service Provider shall always be under the direct and exclusive control and supervision of the Service Provider and the Service Provider may transfer its employees / workmen and in accordance with their needs in consultation with the Chairman, Council of Wardens. Adequate and necessary numbers of employees / workmen are deployed by the Service Provider for fulfillment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfill the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.

6.7 Any theft or damage caused due to negligence of the Service Provider shall be borne by the Service Provider. Appropriate amount of penalty after due consideration and hearing will be imposed by Director, IIT (BHU) or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the Service Provider.

6.8 No Accommodation for workmen and Manager shall be provided by the Institute. The Service Provider shall have to make his own agreement for the lodging and boarding for their workmen.

6.9 The Service Provider or his representative will not allow any unauthorized person including company officials to stay in the Hostel. If at any time or during surprise check it is found that any unauthorized person is staying in the Hostel, the Service Provider will be directly responsible and a financial penalty of Rs.10, 000/- per day will be imposed on the Service Provider and the same will be recorded in the register.

6.10 IIT(BHU) will not be responsible for any injury, accident, disability, or loss of life to the Service Provider or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Service Provider. The Service Provider has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.

6.11 Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.

6.12 The Service Provider will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by him to the hostel including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The Service Provider should keep the Institute indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

6.13 The selected Firm/Service Provider shall be solely responsible for the redressal of grievances of the persons employed. IIT (BHU) shall in no way be responsible for settlement of such issue.

6.14 IIT (BHU) shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

6.15 The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, adhoc regular / confirmed employees of IIT (BHU) during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT (BHU). The Service Provider should communicate the above to all the manpower deployed in IIT (BHU) by the Service Provider.

6.16 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by IIT (BHU).

6.17 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider , to the extent of the loss or obligation in monetary terms.

6.18 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.

6.19 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Varanasi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or reenactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

6.20 Logo/Name of the Institute cannot be used by people deployed by him for any purpose.

6.21 Service Provider will provide id-card to all his employees deployed by him without insignia of Institute.

6.22 In case of medical emergency phased by people deployed by the service provider (Vendor), it is the sole responsibility of the vendor to arrange for the Aid. Action or lack thereof by IIT(BHU) will not serve any ground for vendor to utilize facilities of IIT(BHU).

7. Legal

7.1 Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.

7.2 For all intents and purposes, the bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed at Hostel, IIT (BHU) for the catering services.

7.3 The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, adhoc regular / confirmed employees of IIT (BHU) during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT (BHU). The Service Provider should communicate the above to all the manpower deployed in IIT (BHU) by the Service Provider.

7.4 The selected Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Hostel, IIT (BHU) to concerned tax collection authorities from time to time as per extant rules and regulations.

7.5 The selected Service Provider shall maintain all statutory registers under the applicable Law. The service provider shall produce the same on demand to the concerned authority of IIT (BHU) or any other authority under Law.

7.6 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

7.7 The selected Service Provider will indemnify IIT (BHU) from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.

7.8 To resolve any dispute/legal issue matter will be referred to Director, IIT (BHU) or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Varanasi only.

7.9 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

8. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

9. Subcontracts

The Service Provider shall notify the Institute in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

10. Delays in the Service Provider's Performance

If at any time during performance of the Contract, the Service Provider or its sub-Service Provider(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Institute in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

11. Damages and Losses

Upon end of contract / termination thereof, the Service Provider is liable to return materials etc. which are provided by the Institute to IIT (BHU) in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement, cost of the items will be recovered from the final bill or security deposit of the Service Provider as the case may be. Indent of list of items should be maintained after the contract is signed.

12. Complaints

The Service Provider shall attend to all the complaints and address as early as possible to the satisfaction of IIT (BHU). The Service Provider will provide guest feedback forms in each room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with authorities of the Institute.

13. 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 this agreement, the relative obligation of the affected party 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 revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies. 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 within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof. Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the

work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

14. Penalty

If the Service Provider fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Institute may consider termination of the Contract.

Further, the Institute reserves the right to impose financial penalty to be deducted from the monthly bill for habitual short attendance of man power, non-maintenance of cleanliness and for violation of any other condition which may lead to non performance of contractual obligations.

The quantum of penalty will be as follows:

The caterer will be fined in case of violation of the following rules:

Violation of Rule	Minimum Fine per complain
Non-availability of complaint registers on the counter/discouraging students from registering complaint.	Rs. 5,000/-
Insect cooked along with food	Rs. 25,000/-
Soft objects like hair, rope, plastic, cloth etc. in food	Rs. 5,000/-
Any complaint of stones/pebbles of diameter more than 2mm	Rs. 8,000
Hard or sharp objects like glass pieces, nails, hard plastic etc.	Rs. 10,000/-
Three or more complaints of unclean utensils in a day/week	Rs. 5,000/-
If mess council in consultation with students in present mess agrees that certain item of a meal was not cooked properly/overcooked/extra spicy/extra oily.	Rs. 5,000/-
Food poisoning	Atleast Rs. 2 lakh or more
Timing mentioned in the tender or decided with the respective council should be followed strictly	Rs. 8,000/-
If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner and 10 minutes for breakfast.	Rs. 5,000/-
Changes in menu of any meal without permission of mess committee	Rs. 8,000/-
If the quality of milk is not found up to be appropriate, or it is diluted. It should have 3-4% fat content or as recommended by council	Rs. 10,000/-
Inappropriate personal hygiene of worker including their dress and/ or misbehavior by worker etc.	Rs. 15,000/-
Failure to maintain a proper health checkup of the workers	Rs. 10,000/-
Using brands not mentioned in the contract without prior permission and adulteration	At least Rs. 50,000/-

Any tampering with gas cylinders/gas pipelines	At least Rs. 10,000/-
Use newspaper to keep fried items or any cooked food will be fined severely	At least Rs. 1,000/-

Please Note:

1. Food poisoning shall invoke a hefty fine of **at least Rs 2 lakhs or more**, along with cancellation of contract and possible blacklisting of the caterer. The security money deposited by the institute will not be refunded to caterer in case contract is cancelled for the above reason.
2. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of previous will attract 5 times the initial amount of fine on the caterer.
3. Absence of proprietor or his representative empowered to take decision from mess council meetings (which will be held one every month) due to invitation will attract a fine of Rs. 20,000/- on caterer.
4. As and when mess council proposes fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the wardens.
5. Severity of hygiene failure shall be assessed and decided by the mess council and fined appropriately. **In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the contract.**

15. Termination of Contract

15.1 If the services of the Service Provider are not found satisfactory they will be issued a written notice for improvement by the IIT (BHU) authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service as specified in the agreement, a final two months' notice will be issued to the Service Provider by the IIT (BHU) authority to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligations.

15.2 IIT (BHU) reserves the right to terminate the contract by giving a two months' notice to the Service Provider besides immediate termination of contract.

15.3 The Institute in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.

15.4 In case of breach of any terms and conditions of the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited, besides immediate termination of contract or other lawful action that may be taken against the Service Provider.

15.5 If the Service Provider, in the judgment of the IIT (BHU) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the IIT (BHU) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part.

LEGAL AGREEMENT

This agreement is made at Varanasi on between the Indian Institute of Technology (Banaras Hindu University), Varanasi hereinafter to be called the First Party through its Director or his representative and M/s hereinafter to be called the Second Party (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee).

Whereas the Indian Institute of Technology (Banaras Hindu University), Varanasi hereinafter to be called the First Party through its Director or his Representative, on the one part is on the lookout for a suitable party for Managing & Catering services for its **Three Messes of Dhanrajgiri II Hostel, IIT(BHU)**.

Whereas M/s hereinafter to be called the Second Party (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) on the other part has quoted for Managing & Catering services for **Three Messes of Dhanrajgiri II Hostel** at the rates, agreeable to the First Party, to carry out the work to the satisfaction of the First Party on the terms and conditions herein contained and the rates approved by the First Party inclusive of all taxes, levies, duties and cess etc. for each type of manpower have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.. Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

1. PERIOD OF CONTRACT:

The contract will be for a period of 1 (one) year initially. The First Party may renew/extend the contract for such further period(s), as it may deem proper and in any case not exceeding 2 (two) year (one year each) from the date of completion of initial contract of one year, having regard to the quality and manner of the Second Party performance. However, it shall be with consent/written request by the Second Party in this regard. However, First Party reserves its right to terminate the agreement by giving two months notice at any time during currency of the contract if the service of the second party is not satisfactory as per the opinion of first party or its representative.

2. PAYMENT OF WAGES

i. The payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement.

ii. The payment of wages/allowances/ remuneration and other benefits admissible to persons employed by the Second Party for the job shall be the sole responsibility of the Second Party as their employer under law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time to time by the Ministry of Labour, Government of India

iii. The Second Party shall be responsible for the compliance with regard to minimum wages, ESI, PF, Workmen Compensation Act etc. and for payment for any liability (ies) under such acts, and any other law of the land.

v. Workers engaged will be paid wages as per “Minimum Wages Act 1948” applicable to the Central Government establishments. These rates may be revised subject to approval of the First Party. The Second Party shall be responsible for submission of revised rates from time to time as communicated by competent authority. On revision of minimum wages by the Govt. of India, the Second Party shall be responsible for seeking approval of the revised rates from the First Party alongwith the copy of the order

of competent authority for such revision. Any liability arising on account of delay in the same will lie on the Second Party.

vi. The First party shall pay Service Charges to the Second Party _____ of the total consolidated wages at the time of payment of bill after ensuring necessary statutory deductions.

3. COMPLIANCE OF LAWS OF LAND:

i. The Second Party shall be solely responsible for compliance of the various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to the personnel deployed by it at premises of the First Party or for any accident caused to them and the FIRST PARTY shall not be liable to bear any expense in this regard. The SECOND PARTY shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the FIRST PARTY for whatever reason. The SECOND PARTY shall also be responsible for the insurance of its personnel. The SECOND PARTY shall specifically ensure compliance of various Laws / Acts in force, including but not limited to with the following and their re-enactments / amendments / modifications:-

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund Act, 1952
- (c) The Contract Labour (Regulation) Act, 1970
- (d) The Payment of Bonus Act, 1965
- (e) The Payment of Gratuity Act, 1972
- (f) The Employees State Insurance Act, 1948
- (g) The Employment of Children Act, 1938
- (h) The Motor Vehicle Act, 1988
- (i) Minimum Wages Act, 1948
- (j) The Industrial Disputes Act 1947
- (k) The Industrial Employment (Standing Orders) Act 1946
- (l) Pollution Control and Environment Protection Laws in force from time to time

ii. The Second Party shall obtain a license from the Labour Department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code number and shall be responsible to cover all their employees under ESI and EPF Acts. EPF and ESI will be paid by the First Party alongwith the first month bill and subsequently the same will be paid on monthly basis alongwith the bill only if deposit challan along with Electronic Challan Cum Receipt (ECR) issued by the Employees Provident Fund Organisation (EPFO) of the previous month is enclosed along with the bill. Any liability arising on account of the delay in same will lie solely on the Second Party.

iii. The Second Party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to persons deployed by him in connection with the work assigned to him by the First Party.

iv. In the event of the contract not being performed or carried out to the satisfaction of the First Party, the First Party will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

4. PERFORMANCE SECURITY:

The Second Party will have to deposit a performance security of Rs.....(**03% of contract /Tender value**) in the form of F.D.R./Bank Guarantee in favour of “Registrar, IIT (BHU)”, Varanasi. The performance security shall be released only after 60 days of completion of the contract or otherwise and if there is no dues/penalty recoverable from the Second Party. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of this license. The said performance bank guarantee shall be valid for the period of license under the agreement. This security money will be refunded after 60 days of expiry of contract or its termination. The First Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit.

5. MISCELLANEOUS:

5.1.In case any damage is caused to the property or products of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft takes place owing to the involvement of the persons or otherwise, the Second Party shall reimburse the cost of such damage to the First Party suitably. ii. The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. No Accommodation for workmen and Manager shall be provided by the First Party. Second Party shall have to make his own agreement for the lodging and boarding for their workmen. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.

5.2.The Second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere in hostel. In case, if it is due to mishandling or any other reasons by any person deployed by Second Party, the full damage will be recovered from the Second Party.

5.3. First Party being an Educational Institution, the Second Party will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.

5.4. All personnel/employees/workmen employed by the Second Party shall be, preferably, in the age group of 21 – 50 with good health and sound mind. Bidder should provide Police Verification, Medical Fitness Certificates of each and every employee from the Service Provider. The personnel/employees/workmen of Second Party shall be liable to security screening by the Security Staff deployed by the First Party.

5.5. Second Party shall appoint fully qualified and competent workers as per the requirement, to ensure that the services rendered by them are the best.

5.6. The employees employed by the Second Party shall always be under the direct and exclusive control and supervision of the Second Party and the Second Party may transfer its employees / workmen in accordance with their needs in consultation with the Committee of the Hostel of the First Party. Adequate and necessary numbers of employees / workmen are deployed by the Second Party for fulfillment of its contractual obligations under this agreement shall be the sole responsibility of the Second Party to ensure that employees/workmen, deployed by it, fulfill the obligations undertaken by the Second Party under this agreement and the Second Party shall provide such employees/workmen at its own cost, with such equipment as may be considered necessary.

5.7. Any theft or damage caused due to negligence of the Second Party shall be borne by the Second Party. Appropriate amount of penalty after due consideration and hearing will be imposed by the First Party through an officer nominated by it, and the same will be deducted from the monthly bill of the Second Party.

5.8. The Second Party or his representative will not allow any unauthorized person including company officials to stay in the Hostel of the First Party. If at any time or during surprise check it is found that any unauthorized person is staying in the hostel, Second Party will be directly responsible and a financial

penalty of Rs.10,000/- per day will be imposed on the Second Party and the same will be recorded in the register.

5.9.The First Party will not be responsible for any injury, accident, disability, or loss of life to employees of the Second Party or to any of its personnel that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Second Party. The Second Party has to make its own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by it under their pay roll and submit a proof to this effect.

5.10. Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be wholesale responsibility of Second Party. In this regard, the Second Party at all-time should indemnify the First Party against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the authority of First Party for verification and record.

5.11. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Varanasi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The arbitrator should be appointed by the Director, IIT(BHU), if any dispute arises. His decision will be final and binding.

5.12. All correspondence pertaining to this contract shall be addressed to the authorized representative of the First Party.

5.13. All the litigations will be subject to the jurisdiction of courts at Varanasi.

5.14. The Second Party cannot contact any media for any issue related to the First Party without prior permission from the First Party.

5.15. Notice Inviting Tender, Bid documents (Technical and Financial), Schedule of requirement, Scope of work for Catering Services, General Conditions of Contract, Approved rates and such other additional particulars, instructions, as may be found requisite to be given during execution of the service shall be deemed to be included in the expression "The Agreement". All the documents including online bid submitted during the process of tendering by the Second Party which has been duly accepted by the First Party and the Tender Document issued by the First Party for the purpose, shall be presumed to form the part of the Agreement.

5.16 There should be a proper identification of the works of the second party such as Identity card and uniform etc.

M/s

sd/-
Registrar
Indian Institute of Technology
(Banaras Hindu University) Varanasi

**Second Party
Service Provider**

**First Party
Service Receiver**

1. Witness

1. Witness

(a) Signature

(a)Signature

(b) Name

(b) Name

(c) Address

(c) Address

2. Witness

2. Witness

(a) Signature

(a) Signature

(b) Name

(b) Name

(c) Address

(c) Address

Evaluation Scheme

1 Evaluation Scheme (Three Stage Evaluation)

A. Technical Evaluation Scheme (Stage-I)

SL. No.	Description	Criteria for Marks	Minimum marks required in each description for Qualifying in Technical Criteria	Maximum Marks
1.	Number of Years of experience in Managing & Catering services with minimum 500 persons in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organisation along with IITs/NITs/CFTIs	1 mark for 1 year of experience subject to maximum of 10 marks	5	10
2.	FSSAI Certification	5 marks for valid certificate	5	5
3.	Number of successful contracts of minimum 1 year duration in Managing & Catering services in last five years with minimum 500 persons in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organisation/ along with IITs/NITs/CFTIs	2 marks for 1 contract each of minimum 1 year duration subject to maximum of 20 mark	10	20
4.	Minimum turn-over of 2 crore annually for the last three years in catering services.	3 marks for minimum turnover and 1 mark each for additional 2 crore subject to maximum of 5 marks	3	5
5.	Number of on-going similar contract.	2 marks for each on-going contract and maximum of 10 marks	2	10
6.	Total		25	50

The technical committee will evaluate the proposals on various parameters as detailed above at **A.** based on the duly signed documents submitted in technical bid in .pdf format by prospective bidders and subject to the verification by original hard copy of documents. Bidders meeting the eligibility criteria and scoring a minimum mark as prescribed in each description as well as overall minimum of 25 marks out of 50 will be declared technically qualified. The evaluation of the technical committee is final and binding.

Technical Evaluation Scheme (Stage-II)

All technically qualified bidders at Stage-I will have to present about their technical specifications, their firm's performance in the area of catering services, facilities and innovative idea in food/catering field etc. before the Hostel Purchase Committee, (Council of Wardens), IIT(BHU) Varanasi. The presentation of bid will be evaluated for maximum 50 marks.

B. Financial Evaluation Scheme

Financial bid of maximum top 4 bidders based on the combined score obtained at stage-I & stage-II will be opened. The tender will be awarded to a single or more than one bidder based on L1 price and subject to matching the L1 bid.

Organizational layout, Personnel, Manpower Management of Firms/Service Provider:

The bidders will have to provide organizational chart of their Firm/Company/Organization, hierarchy of Managerial Personnel, Level of Management, Qualifications of personnel at managerial level and Qualifications of other personnel like Head Cooks, Cooks, Catering Assistants/Workers/ Servers etc. Preferably one or more managerial rank should be Female Personnel.

NOTE: If bidders find that there is some deviation/ difference in somewhere of tender document, they may kindly confirm by contacting on contact numbers before bidding/uploading their documents.

CHAPTER-4

SPECIFICATION AND ALLIED TECHNICAL DETAILS

Definitions:

1. “Bid” (including the term “tender”, “offer”, “quotation” or “proposal” in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
2. “Bidder” (including the term “Tenderer”, “consultant” or “Service Provider” in certain contexts) means any eligible firm or company or Service Provider participating in a procurement process with a Procuring Entity;
3. “(Standard) Bid(ding) documents” (including the term “tender (enquiry) documents” or “Request for Proposal Documents” – RfP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
4. “Bid security” (including the term “Earnest Money Deposit”(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
5. “Competent authority” means the officer(s) who finally approves the decision.
6. “e-Procurement” means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non discriminatory and efficient procurement through transparent procedures;
7. “Notice inviting tenders” (including the term “Invitation to bid” or “request for proposals” in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
8. “Outsourcing of Services” means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Organisation (Cooking/Catering Services for Hostels),
9. “Procurement Contract” (including the terms “Purchase Order” or “Supply Order” or “Withdrawal Order” or “Work Order” or “Contract for other services” under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, Service Provider or Company/Firm/Service Provider on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
10. “Service” is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

Scope for Catering Services

1. It will be the responsibility of the Service Provider to provide breakfast/lunch/dinner as well as morning/evening tea/coffee to the students well in time.
- 2.. The Service Provider shall also be asked to supply and serve special lunch/dinner for departments/units as requested, on fixed rates duly approved by the mess council of Hostels of IIT (BHU).
3. The Service Provider shall be responsible for making arrangement for cleaning and washing of the cutleries, crockeries and other utensils used for preparing and serving coffee/tea/break-fast/lunch/dinner and also segregation and disposal.
4. The Service Provider is permitted to utilize the kitchen and store available in Hostel for the purpose of cooking/storing the necessary vegetables/groceries. Cooking for regular breakfast/lunch/dinner must be done in the Hostel kitchen only. The Service Provider shall keep the storeroom, kitchen, and dining area clean.
5. The Service Provider shall maintain the account of the number of breakfast/lunch/dinner provided on a per day basis and submit the bill to the Institute at the end of every month.
6. The Service Provider is responsible for charging the guests for the number of breakfast / lunch / dinner /coffee / tea they have ordered as per the approved rates. The Service Provider has to arrange himself all the requisite items for cooking, cleaning materials, labourers for cooking (assistants, skilled, and other staff).
7. Dining hall/Kitchen/Cafeteria service shall be rendered in hygienic condition by trained chefs, cooks, cleaners etc. Appropriate pest-control treatment in kitchen/store- room areas must be undertaken periodically (once a week).
8. Meals should be provided as per the menu and rates as fixed by the Institute. The menu details are given hereunder for which the rate is to be mentioned in financial bid. Menu/rates should also be indicated for events or special occasions (viz., seminars, workshops, conferences, summer/winters schools etc.) on per head basis for Lunch / Dinner, for vegetarian dishes.
9. Kitchen items and utensils will be arranged by the Service Provider as per the requirement at no extra charge. Repair and maintenance of the items under Service Provider's control like gas stoves, refrigerator, water cooler, water purifier, bread toaster, mixer/grinder and other Catering service will be done by the Service Provider at no extra charge.
10. Sanitation in case of outbreak of epidemic or any such special circumstances will be the sole responsibility of the Service Provider.
11. The Service Provider has to ensure hygienic condition under which food is prepared.
12. The Service Provider has to ensure trained manpower to be deployed in the dining hall who are well mannered.
13. The eatables served by the Service Provider to the Guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc. Dishes containing any foreign ingredient shall not be served.
14. All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Service Provider shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese

etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry. The Service Provider shall also maintain hygienic conditions in cooking/pantry area & dining/serving areas.

15. The Service Provider shall be required to adjust/change the timings as and when required depending upon the progress of any special event. It shall be ensured that tea/coffee are served steaming hot.

16. The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by him, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The contractor should keep the owner indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

17. The authority entrusted with the task, will check the quality of grains, oil, flour, fruits, vegetables and other provisions used in cooking. Any deficiency may lead to penalty. The Service Provider itself will be responsible for periodical inspection and submit a report in this regard to the office of Girls' hostel.

18. Water and Electric charges will be levied as per Institute's norms.

19. The service provider has to borne out the cost of gas consumption.

20. Mess off for each student of each semester will be maximum 105 diets. Breakfast will be counted as half diet. Lunch & Dinner will be counted as one diet each. Semester break, Intra semester break, permitted leave of absence or any other leave sanctioned by the DEAN (AA) will not be treated as mess offs.

GENERAL STRUCTRE OF THE MENU:

The following is the general structure of the menu. The detailed sample menu for respective hostel is provided in Annexure.

Breakrast

- Indian dish.
- Adequate Toasted Brown Bread and normal bread with butter, jam and ketchup.
- Sprouts/Boiled Pulses/Corn.
- Milk (one Glass of 200 ml) with Bournvita/ Complian/ Horlicks OR Juice (200 ml).
- Cornflakes/Otas/Chocos.
- The egg/Banana/paneer burji system that is to be followed is number of eggs+ number of bananas = 3. For eg: Boiled Egg (1 egg= 1 item worth), egg burji (1 cup = 1 item worth), paneer burji (1 cup = 2 items worth). The caterer is supposed to serve 3 item worth of either egg/ banana/fruit/paneer burji.
- Adequate Tea and Cofee.

Lunch

- Unlimited plain rice on all 7 day along with any other special rice item as mentioned in the menu (eg. Dum Biryani, Tomato rice, Jeera rice, curd rice etc.
- Unlimited chapatti (with and without ghee)
- Adequate Dal, Sambhar and Rasam.

- One unlimited vegetable curry and one unlimited dry vegetable.
- Adequate Salad and pickle.
- Fried Papad (adequate) – days a week, roasted papad -2days a week.
- Fryums, chutney as mentioned in the menu
- Curd/Rayata/lassi/Chass/Rasna/ Nimbu pani/ Jaljeera/Kokum/as mentioned in menu.

Dinner

- Adequate plain rice on all 7 days along with any other special rice item as mentioned in the menu (eg. Dum Biryani, tomato rice, jeera rice etc.)
- Adequate chapatti (with and without Ghee)
- Adequate Dal, Sambar and Rasam.
- One adequate vegetable curry and one adequate dry vegetable.
- Adequate salad.
- Pickle
- Fried Papad (adequate)- 5 days a week, roasted papad-2 days a week.
- Sweet Dish (2 pieces of premium sweet or equivalent quantity as decided by the mess council), (either in lunch or in dinner)
- Curd/Raita as mentioned in the menu
- One Fruti

PENALTIES FOR VIOLATION OF RULES, TERM AND CONDITION

The caterer will be fined in case of violation of the following rules:

Rule Violation	Minimum Fine per complain
Non-availability of complaint registers on the counter/discouraging students from registering complaint.	Rs. 5,000/-
Insect cooked along with food	Rs. 25,000/-
Soft objects like hair, rope, plastic, cloth etc. in food	Rs. 5,000/-
Any complaint of stones/pebbles of diameter more than 2mm	Rs. 8,000
Hard and /or sharp objects like glass pieces, nails, hard plastic etc.	Rs. 10,000/-
Three or more complaints of unclean utensils in a week	Rs. 5,000/-
If mess council in consultation with students in present mess agrees that certain item of a meal was not cooked properly/overcooked/extra spicy/extra oily.	Rs. 5,000/-
Food poisoning	At least Rs. 2lakh or more
Timing mentioned in the tender or decided with the respective council should be followed strictly	Rs. 8,000/-
If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner and 10 minutes for breakfast.	Rs. 5,000/-
Changes in menu of any meal without written permission of mess committee	Rs. 8,000/-
If the quality of milk is not found to be appropriate, or it is diluted. It should have 3-4% fat content or as recommended by	Rs. 10,000/-

council	
Inappropriate personal hygiene of worker including their dress and/ or misbehavior by worker etc.	Rs. 15,000/-
Failure to maintain a proper health checkup of the workers	Rs. 10,000/-
Using brands not mentioned in the contract without prior permission and adulteration	At least Rs. 50,000/-
Any tampering with gas cylinders/gas pipelines	At least Rs. 10,000/-
Use of newspaper to keep fried items or any cooked food will be fined severely	At least Rs. 10,000/-

Please Note:

1. Food poisoning shall invoke a hefty fine of at least Rs 2 lakh or more, along with cancellation of contract and possible blacklisting of the caterer. The security money deposited to the institute will not be refunded to caterer in case contract is cancelled for the above reason.
2. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of previous will attract 5 times the initial amount of fine on the caterer.
3. Absence of proprietor or his representative empowered to take decision from mess council meetings (which will be held once every month) due to invitation will attract a fine Rs. 20,000/- on caterer.
4. As and when mess council proposes fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the wardens and one representative of second party must be available for any query/complaints.
5. Severity of hygiene failure shall be assessed and decided by the mess council and fined appropriately. **In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the contract.**

BRANDS OF CONSUMABLES PERMISSIBLE

Item	Brand
Salt	Tata, Annapurna, Nature fresh, Ashirvaad, Nirma, Saffola, Captain Cook
Spices	MDH Masala, Knorr, Catch, Everest, Mothers, Nilons, MTR, Priya, Patanjali, Ramdev, K-Pra
Chicken	Venky's chicken, Godrej Real good, Zorabian, suguna, Al Kabeer
Ketchup	Maggi, Kissan, Heinz, Del Monte, Surabhi, Sam's, Ching, Funtops
Oil (sunflower)-refined	Sundrop, Godrej, Saffola, Fortune, Nature Fresh, Dhara Use of hydrogenated (Vanaspati) oil is strictly prohibited
Pickle	Mother's, Priya, Tops, Nilon's MTR, Bedekar, Fun Tops
Atta/Maida	Ashrivad, Pillsbury, Annapurana, Samrat, Nature Fresh, Patanjali, Shakti Bhog
Instant Noodles	Maggi, Top Ramen, Yippee, Ching's secret, Pantanjli
Flavoured Drink	Rasna, Roohafza, Mapro
Papad	Lijjat, Ganesh, Shreeji, Ramdev, Mother's
Butter	Amul, Mother dairy, Govardhan, Britannia, Kwaliti, Warana (use of margarine of any other butter substitutes are prohibited)
Bread	Modern, Kwality, Wibs, Britannia, Bonn, Harvest Gold

Cornflakes	Kellogg's Patanjali, Funtops
Chocos	Kellogg's
Jam	Kissan, Topsrozen, Mapra, Drunk, Maggi, Surbhi, Mother's, Funtop
Ghee	Amul, Mother Dairy, Britinna,Gits, Nestle, Everday, Dynamix, Vadilal, Warana
Shrikhand	Amul Warana, Chitale
Frozen Yogurt	Mother Dairy
Cow Milk (Half Cream/ Non-toned)	Amul, Mother Dairy, Govardhan, Warana, Kwality
Paneer	Amul, Mother Dairy, warana, Gowardhan
Tea	Brooke Bond, Lipton, Tata, Tetley, Godrej
Coffee	Nascafe, Bru, Tata, MR
Ice Cream	Amul, Mother Dairy, Kwality, wall's, Nautral's Havmour, Vadilal, patanjali
Soya	Nutreala, Tops, funtops
Frozen Peas	Safal (offseason), Al kabeer, vadilala
Cheese	Amul, Mother Dairy, Britannia, Warana, Goverdhan
Kolum Rice	Royal, Donur, Kohinoor, India Gate, Fortune
Basmati Rice for special rice	Everday, Dawat, India Gate, Fortune
Custard Powder	Brown & Polson
Sauce (Chilli, garlic, Soya, Manchurian, Tomato)	Chings, Heinz, Maggi, kissan, Sam's, Cremica, tops, Funtops
Tood Dal/ Masoor Dall/ Urad Dall/ Channa Dall	Tata, India gate, MTR, Patanjali Packed materials from metro/Dmart/ Big Bazaar/ Bigbasket
Sugar	Madhur, Mantra, Satyam, MTR Packed materials from Metro/Dmart/Big Bazaar/Bigbasket
Cornflour/Rava	Satyam Packed materials from Metro/Dmart/Big Bazaar/Bigbasket, Funtops
All non Branded	As decided by the Mess committee

Caterer may use any other FSSAI approved brands only if permitted by Mess Council, in writing.

FOR HOSTEL MESS SAMPLE MENU

Representative menu for different hostels can be found in following links. (Please note that this menu is just for the reference, actual menu may deviate from this one, as per instruction on the Council)

Day	Morning Breakfast	Lunch	Dinner
Monday	Sada Paratha + Sabji or Omelet (2 eggs) or Bread Omelet (1egg +4 breads)	Roti/ Roti Ghee, Dal (mung), Rice,Sabji (2types) Aloo parwal	Roti/ Roti Ghee, Rice, Veg. Manchurian Aloo matar, Salad

	or 2 boiled eggs or Bread (brown/white)/ sandwich, Sprouts, Tea/Milk (200ml) /coffee + Cornflex	fry, Dahi/chhachh/lassi, banana, Salad (cucumber, gajar, lemon, onion, chukander)	(cucumber, gajar, lemon, onion, chukander), Fruit custard
Tuesday	Aloo Paratha + Sabji / onion Paratha + butter + green chutney or Omelet (2 eggs) or Bread Omelet (1egg +4 breads) or 2 boiled eggs or Bread (brown/white)/ Sprouts, Tea/Milk (200ml) /coffee + Cornflex	Roti, Dal (masoor), Rice,Sabji (2types) Aloo kerala fry, Dahi/chhachh/lassi, banana, Salad (cucumber, gajar, lemon, onion, chukander), pakory	Roti/ Roti Ghee, Rice, Sabji (2 type)Salad (cucumber, gajar, lemon, onion, chukander), Kheer, Pani Puri
Wednesday	Chilla/Pav Bhaji + Pooha + Dalia Omelet (2 eggs) or Bread Omelet (1egg +4 breads) or 2 boiled eggs or Bread (brown/white)/ Sprouts, Tea/Milk (200ml) /coffee + Cornflex	Roti, Dal (Ahar), Rice,Sabji (2types) Aloo mator fry, Dahi/chhachh/lassi, banana, Salad (cucumber, gajar, lemon, onion, chukander), Papad/fries	Roti/ Roti Ghee, Rice, Sabji, Salad (cucumber, gajar, lemon, onion), Rasgulla /ice-cream, non veg / Paneer, Dal
Thursday	Puri + Subji, Omelet (2 eggs) or Bread Omelet (1egg +4 breads) or 2 boiled eggs or Bread (brown/white)/ Sprouts, Tea/Milk (200ml) /coffee + Cornflex	Roti/ Roti Ghee, Dal (mung), Rice,Sabji (2types) Aloo parwal fry, Dahi/chhachh/lassi, banana, Salad (cucumber, gajar, lemon, onion, chukander), Pakory, Papad/fries	Roti/ Roti Ghee, Rice, Sabji, Salad (cucumber, gajar, lemon, onion), Kheer (Vermisih) , Noodels
Friday	Idli/Fried idli , Chutney (coconut + peanut) Omelet (2 eggs) or Bread Omelet (1egg +4 breads) or 2 boiled eggs or Bread (brown/white)/ Sprouts, Tea/Milk (200ml) /coffee + Cornflex	Roti, Dal (masoor), Rice,Sabji (2types) Dahi/chhachh/lassi, banana, Salad (cucumber, gajar, lemon, onion, chukander), Fry, Papad/Fries	Roti/ Roti Ghee, Rice, Mix-Sabji, Salad (cucumber, gajar, lemon, onion), Kheer (Vermisih) , Dal, Egg Curry/Paneer, Sweet (Gulab Jamun)
Saturday	Khasta Kachori + Dalia (sweet + Namkin) Omelet (2 eggs) or Bread Omelet (1egg +4 breads) or 2 boiled eggs or Bread (brown/white)/ Sprouts, Tea/Milk (200ml) /coffee + Cornflex	Roti,Dal Makhani, Rice (2 type), Sabji (3 type), Mixed fruit Rayta, Chips Finger, Lassi, Kheer (Custared), One Sweet	Roti/ Roti Ghee, Rice, Sabji (2 type)Salad (cucumber, gajar, lemon, onion, chukander), Pani Puri
Sunday	Dosa /Uttpam + Chutney (coconut + peanut) Omelet (2 eggs) or Bread Omelet (1egg +4 breads) or 2 boiled eggs or Bread (brown/white)/ Sprouts, Tea/Milk (200ml) /coffee + Cornflex	Roti, Dal (masoor), Rice,Sabji (2types) Aloo kerala fry, Dahi/chhachh/lassi, banana, Salad (cucumber, gajar, lemon, onion, chukander), papad/fries, Curry	Roti/ Roti Ghee, Rice, Sabji, Salad (cucumber, gajar, lemon, onion), Rasgulla /ice-cream, non veg / Paneer, Dahi Bada

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ANNEXURE-A
EXTRA ITEMS

Item	Maximum Price
Cold Drinks & Ice-Creams	MRP
Variety of Dosas. Egg Sada/Onion Dosa, Masala Dosa, Onion/Tomato Uttapam, etc	Rs. 23
Variety of Frankie's Egg Paneer Franki, Egg Frankie, Veg Frankie	Rs.26
Milk Shakes. Rose Milk Shake, Apple Milk Shake, Chocolate Milk Shake, Bournvita Milk, Butterscotch, Chikoo Shake, Mango Milk Shake, Badam Lassi, Mango Lassi etc.	Rs. 20 or MRP
Sandwiches. Egg.Veg/Aloo/Egg Sandwich, Chicken Sandwich, Bread Butter	Rs.22
Rolls. Egg, Veg Roll, Chicken Roll, Veg Burger, Veg Patties, Paneer Rool etc.	MRP
Soups and instant noodles	Rs.20
Juices	Rs.20
Parathas. Aloo Paratha, Onion Paratha, Gobi Paratha, Mix veg Paratha, Paneer Paratha, etc.	Rs. 18
Egg items (omelette, Egg, Bhrji, Scrambled, Egg curry) Rs	Rs. 25
Hakka Noodles and fried rice (veg/egg/chicken) and other Chinese items (Dry chilly chicken, chilly paneer)	Rs. 40
Dal Khichdi	Rs.35
Gravy items. Egg Paneer, Chicken etc.	Rs. 45
Tandoori items. Egg. Tandoori Chicken, Chicken, Tikka, Panner Tikka etc. Rs.	Rs.55
Seafood Egg., Fish curry, Fish Fry, Prawns Gravy etc.	Rs. 60

Note: the prices of the items will be decided in consultation with the hostel Mess Council. The upper cap on the prices will be shared with the council before hand. This should entirely be a separate counter and should be functional for the entire length of mess timings, could possibly also extend beyond the same. This is only a suggestive menu with a broad pricing range, the same should be formalized and changed to implementation as per the directions from the mess council.

ANNEXURE-B

1. Gud and Chutney (type to be varied as specified by the Council) to be provided in the lunch and dinner daily.
2. One sweet dish shall be served on the festival day (list of festival day to be decided by mess council)
3. (a) Extra items egg non veg. items over and above the decided mess menu can be sold at prices decided in by the Mess Council in consultation with the caterer.

(b) Twice a month, non-vegetarian students should not be charged for their Vegetarian meal if they opt to take only the Non-veg. meal. These students will only pay the difference of Non-veg meal and Vegetarian meal to the caterer. For example-Chicken biryani (unlimited rice and a reasonable amount of meat per person, 2 standard pieces or equivalent amount) along with raita and veg meal could be served in that non-veg meal or any other dish as decided my mess council. The cost of chicken biryani would be approximately cost of biryani minus cost of dinner.
4. Minimum 150 gm of Chicken should be served in extra items in menu as decided by mess council.

5. Boiled eggs, Egg bhurji and Omelets should be provided in the lunch/dinner as extras.
6. Milk must be boiled before use in any item, whether hot or cold.
7. Sev provided along with any items (poha, etc.) must be Ratlami Sev, or anything specified by the council.
8. Caterer should provide special Dinner or Lunch on occasions like festivals for eight days in a year, as decided by the mess council, at no extra cost. Tea parties (once a semester) and regional food festivals should be organized occasionally at no extra cost, as decided by the mess council. Sample Special dinner menu could include: 2 starters (veg+non-veg), 2-sabji (2pcs or 1pc of two different sweet or equivalent/ice-cream etc.), dal, rice, dahi, papad, salad etc. Non-veg can be served as well, as extras. One sweet dish shall to be served on the festival days (The list of festival days to be decided by the mess council). Note: This is just a sample format menu, change are possible based on decisions of mess council. There is possibility of serving limited non-veg with no extra cost as well, if some items from menu are removed by council.
9. Tandoori items to be served twice a week, including tandoori roti and Naan.

ANNEXURE-C

Breakfast: 1 warm main dish (During poha sheera will be served), Pulses, Tea, coffee, Milk (Hot/Cold) (Milk Card), Bournvita and Cornflakes (Chocos 2 times in week in place of Cornflakes) Banana (limited), Bred Butter Jam, Egg item, One veg item.

Lunch: 1 Gravy dish, 1 Dry dish, Dal, Chapati, 1 drink (unlimited), Salad, Rice, Papad/Fryums, Curd item (few days in a week)

Dinner: 1 Gravy dish, 1 Dry dish, Dal, Chapati, Dessert (limited), Soup (2 times a week), 1 extra item (paid separately by students).

All items in the menu not specified limit will be served on unlimited basis, eg. Gravy, Rice, Roti.

Veg Card: Veg card item is to be given to veg students on either Breakfast or tiffin. It includes fruit (3 times a week), cookie (3 times a week, can be made in baking oven available) and cheese (1 time a week). Paneer Bhurji in Veg Card.

Egg Card: Any 1 egg item (as asked by student) to be given on either Breakfast or lunch or tiffin.

Milk Card: Number of glasses of Milk in given a month equals to number of days in that month. For e.g a student can consume 2 glasses of milk on one day, 3 glasses on other day or 0 glass of milk on any other day. Note that maximum glasses of milk allowed in a month (e.g. April, 30 days) equals to number of days in that month (i.e. 30 glasses in April) and no one can consume more than 4 glasses in a single day.

About Special event: There is 1 free Gala Dinner and 1 free Tea party in each semester. There are 6 Special Dinners included for the whole year (both semesters).

Other General Note: in case of Paneer Curry, no other curry or dry sabji will be provided. Also there will be Pizza twice in a month (can be made in baking oven available). Paneer items are to be provided 3 times in first week, then 2 times in next week and this process of alternate 3 times & 2 times is repeated. Chole Bhature is given in lunch every week. No other sabji is provided on that Lunch. We will add tandoori roti in dinner and it will be provided 2 times a week.

ANNEXURE-D

1. Gala Dinner will be provided once in every semester free of cost. Whose menu will be provided by mess council.
2. In summer, winter holidays and intra-semester breaks; hostel students will be allowed to close their account for any numbers of days and restart the account as per their need. Moreover they can continue with mess facility using their own guest account during this period.
3. Students fasting during Navratri and Ramzan will be given **100% rebate** or if necessary other arrangements will provided as per council decisions.
4. Night snacks will be provided during exam time and during orientations and practice slots as a part of the contract.
5. Two guest rates should be followed 1) **students' guest rate** which will be 125% of regular hostel student rate. 2) **Guest rate** which will be 150% of regular hostel student rate.
6. The charges of **extra items (non/veg)** will vary between **Rs. 35 to Rs.55** with accurately weighted per 150 gm using weighting machine. Where extras will be served everyday in both lunch and dinner timings as per menu decided by the mess council.
7. An ice cream pack of **750 ml** should be sliced equally into **16 parts** and should be served one piece per person. Ice cream will be served once in week.
8. **Cornflakes** should be served every day, **chocos** should be served thrice a week and **muesli** one in a week.
9. **Cheese Slice** of 10 gm per student should be served **once** in a week.
10. Nutrella should be served once in a week.
11. Every student can have one glass (**200ml**) of milk every day. And students choose to have it either in Breakfast or tiffin or dinner.
12. There should be **3 cards** per student-1) **Regularmessing** card 2) **Milk** card 3) Either **Fruit card** (where whole fruits other than cut fruits will be provided everyday as per contract) or **Egg card** (item of 2 eggs with be provided every day as per contract).
13. A student can use fruit card in Breakfast/Lunch and Egg card in breakfast /tiffin.
14. Any food item should **not** be kept more than **4 hours** in mess kitchen. Reusing already cooked meals and salad/sprouts/peanuts in a different meal times is strictly prohibited.
15. For pest control, caterer should cooperate with **at least 3** of its personnel present during the activity along with the mess council for its effectiveness.
16. One **sweet dish** other than the regular sweet dish shall be served on the festival day at free of cost (list of festival days will be decided by mess council)
17. Caterer should arrange a tea party once a semester (can be on pest control compensation or paid).
18. 11 special dinner/lunches should be served free of coast in a year.
19. Caterer will put board for Hostel mess displaying FSSAI certification and guidelines etc. payment will be made from hostel account. Caterer will strictly follow FSSAI guidelines while caterer will get full cooperation from hostel students and mess committee, but on violation by caterer appropriate action can be taken as decided by mess committee with consent of warden.
20. Caterer should not change main cooks without consulting the mess committee.
21. Menu display board will be put by caterer cost will be borne by the hostel.
22. Aamras (**200ml**) will be served twice a week during the three months of mango season.
23. At least 1 type of pickle to be served during the meals.
24. Tandoor items should be served at least 2 times in lunch and 2 times in dinner in a week.
25. Sweets in dinner will be decided by hostel council.
26. Curd to be served with Parathas and everyday in lunch and dinners except when raita buttermilk and lassi is served.

ANNEXURE-E

1. Caterer has to provide milk in the morning breakfast as well as in the evening with snacks (tiffin). A student will have a choice of consuming milk either in the morning or evening. Milk can be also taken as extra by paying.
2. 5 different fruits to be served in tiffin/dinner per week. Only one fruit among(watermelon, Muskmelon, papaya, pineapple) is repeatable once in a week. Council to decide on fruity every month. At least one seasonal fruit has to be serve once in a will other than the above mentioned, which is repeatable.
3. Plain curd should be served four times in a week menu (excluding, kadhi, raita, chaas, lassi, custard and curd served with paratha).
4. No Vanaspati ghee, dalda, eno, baking soad, food color, artificial essence or no added MSG is allowed. Only vanaspati for samosa-kachori and Eno for dhokla is allowed, if council asked these in the menu.
5. Caterer should provide special Dinner or Lunch on occasions like Festivals for eight days in a year, as decide by mess council, at no extra cost. Sample Special dinner menu could include: 1 Welcome drinks, 1 Fruit juice, 2 veg. starter, 2 non-veg starters, 2 rice items, 1 daal, 1 veg. gravy, 1 dry soup ketchup, chutney and papad.

Technical compliance statement

Sl. No.	Description	Yes/No
1.	5 (Five) years of experience in Managing & Catering of the services, etc. in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations along with IITs/NITs/CFTIs.	
2.	Details of successful completed contracts of minimum 1 year duration in Managing & Catering services in last five years with minimum 500 person in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organization along with IITs/NITs/CFTIs.	
3.	Food Safety and Standards Authority of India (FSSAI) Certification	
4.	At least 1(One) ongoing similar contract for at least 500 or more person capacity in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations.	
5.	Average annual turnover of Rs.2 crore or more (preferably from catering services only) in the last three financial years	
6.	Details of Income Tax and Service Tax return of their firm for last three financial years (2018-19 to 2020-21)	
7.	Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report for the preceding three financial years (2018-19 to 2020-21)	
8.	Valid PAN and GST Number	
9.	ESI and EPF Registration Number	
10	Proof of either the Registered Office or one of the Branch Offices of the bidder should be located in Uttar Pradesh	
11.	Affidavit stating that the Service Provider has not been blacklisted by Central Government/ State Government/ any PSU in last three years	
12.	Details of successful contracts of minimum 5 year duration in Managing & Catering services in last five years in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organization along with IITs/NITs/CFTIs	
13.	Satisfactory Certificate from last Three Major Clients	
14.	Details of equipment along with supporting documents available with the Bidder to be used for Catering purpose	
15.	Total turnover financial year wise for preceding three years at least (As per attached (proforma)	
16.	Declaration about fraud and corrupt practices (Duly signed and attested)	
17.	Details of qualification of staff to be deployed at individual mess of Dhanrajgiri II Hostel, IIT(BHU) by the Company/Firm/Service Provider.	
18.	List of customers with detailed address.	

Technical Bid Proforma

(Catering Contract of Mess in Three Messes of Dhanrajgiri II Hostel, IIT(BHU), Varanasi)
(Upload duly signed scanned copies of all documents in PDF format on online portal of CPPP)

		Page No.								
1.	Name of Tendering Company/ Firm/ Service Provider (Attach Certificate of Registration)									
2.	Name of Director/Proprietor of Company/Firm/Service Provider									
3.	Full Address of Registered Office with (i) Telephone No. (ii) Mobil No. (iii) E-mail									
4.	Full Address of operating/ Branch office with (i) Telephone No. (ii) Mobil No. (iii) E-mail									
5.	Banker of Company/ Firm/Service Provider with full Address (Attach certified copy of Bank Statement)									
6.	PAN (Attach self attested copy)									
7.	GST No. (Attach self attested copy)									
8.	Number of years of experience in providing catering services with minimum 500 persons in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organization along with IITs/NITs/CFTIs (Attach self attested copy of all relevant documents)									
9.	Details of successful completed contracts of minimum 1 year duration in Managing & Catering services in last five years with minimum 500 persons PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organization along with IITs/NITs/CFTIs <table border="1" data-bbox="245 1507 900 1805"> <thead> <tr> <th>Sr.No.</th> <th>Details of client along with address, telephone and e-mail Id</th> <th>Amount of Contract (in Rs.)</th> <th>Duration of Contract (From To)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr.No.	Details of client along with address, telephone and e-mail Id	Amount of Contract (in Rs.)	Duration of Contract (From To)					
Sr.No.	Details of client along with address, telephone and e-mail Id	Amount of Contract (in Rs.)	Duration of Contract (From To)							
10.	Satisfactory Certificate from last Three Major Clients									
11.	Details of equipment along with supporting documents available with the Bidder to be used for Catering purposes									
12.	Income Tax returns for last 3 financial years certified by Chartered Accountant (C.A)									
13.	Total annual turnover financial year wise for preceding 3 years at least 2 crore or above(Attach separate sheet as per the format given below)									
14.	Affidavit stating that the Company/Firm/Service Provider									

	has not been black listed by Centre/ State Government/ PSU in last 3 years									
15.	Declaration about non- involvement in fraud and corrupt practices (Duly signed and attested)									
16.	Details of Earnest Money Deposit (i) DD No. (ii) Date (iii) Amount (iv) Drawn Bank									
17.	Details of Tender Processing Fees (i) DD/Cheque No. (ii) Date (iii) Amount (iv) Drawn Bank									
18.	Ongoing similar contract for at least 500persons in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organization along with IITs/NITs/CFTIs									
	<table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Details of client along with address, telephone and e-mail Id</th> <th>Amount of Contract (in Rs.)</th> <th>Duration of Contract (From To)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sr.No.	Details of client along with address, telephone and e-mail Id	Amount of Contract (in Rs.)	Duration of Contract (From To)					
Sr.No.	Details of client along with address, telephone and e-mail Id	Amount of Contract (in Rs.)	Duration of Contract (From To)							
19.	Any other details									

Note: Bidders may annex separate sheets wherever required for furnishing above details. However, such sheets must be duly signed with seal and uploaded in .pdf format. Unsigned documents may lead to rejection of bid.

Proforma for annual turn over (Attach audited documents)

Description	Financial Year		
	2018-19	2019-20	2020-21
Annual Turnover			
Profit before Tax			
Profit after Tax			
Current Assets			
Current Liabilities			

Signature (in ink, with date) and Seal of Bidder/Tenderer

Financial Bid Proforma**(PER DIET RATE)**

Caterer should provide rate in the following pattern:

The quoted daily rate should be inclusive both capital and operation cost as well as applicable taxes that is the above rates will be inclusive of fuel, cost of procurement of rice, wheat and all other provisions, vegetables, fruit, unloading and loading, transportation, storage, all statutory taxes including service tax, duties and levies etc., per student. The Institute will not pay any other charges for the catering services provided. The quotation amount should be minimum Rs. 107 with preferred higher value of Rs.112 per day inclusive of taxes.

Description (As per the sample menu given in Chapter-4)	Per diet per person Amount (In Rupees)
Rate of Diet inclusive GST.	

Note: Refer Diet definition under chapter-4.

Amount in Rupees:

Date:

Seal and Signature of the Tenderer

ANNEXURE-III

Declaration Letter

(To be given on Company Letter Head)

I, Son/Daughter/Wife of Shri.....
Director/Partner/Proprietor/Authorised signatory of the Company/Firm/Service Provider..... is
competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide
to them;

3. The information/ documents furnished for this tender are true and authentic and are to the best of my
knowledge and belief. I/ We, am/are aware of the fact that furnishing of any false information/ fabricated
documents would lead to rejection of my/our tender at any stage besides any liabilities towards
prosecution under the appropriate law.

Date:

Signature of the authorized person

Place:

Full Name Seal

Seal

TENDER FORM

(Technical/commercial Bid)

(On the letter head of the firm submitting the bid)

Tender No.

To

The Chairman
Council of Wardens
Indian Institute of Technology (Banaras Hindu University)
Varanasi – 221005, U.P

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest;
3. I/We have not been suspended nor declared ineligible in India;
4. I/we shall be bound by a communication of acceptance issued by you.
5. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the services required and my/ offer of catering service in accordance with the specifications and requirements.
6. **A proof of payment of Rs..... (Rupees..... only)** as tender fee in the aforementioned account of Registrar, IIT (BHU) has been uploaded.
7. The following have been uploaded to form part of this tender.
 - (a) Schedule of requirements, quoting the make only duly signed and stamped. (without indicating price)
 - (b) Scanned copy of PAN Card
 - (c) Copy of last three financial audited balance sheet and P&L account.
 - (d) Copy of Valid GST registration certificate.
 - (e) Copy of same relevant major purchase within last 3 years with order type and value as mentioned in essential pre-bid criteria.
 - (f) Statement of deviations from financial terms & conditions, if any.
 - (g) Any other enclosure. (Please give details)

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder**

Title of the person signing the Bid

Signature of the person named above

Date signed day of

* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:

Telephone No. : _____

FAX _____

E-mail _____

Company seal

TENDER FORM

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To

The Chairman
Council of Wardens
Indian Institute of Technology (Banaras Hindu University)
Varanasi – 221005, U.P.

Ref: Tender No.....Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial un-priced bid for the same, we, the undersigned, hereby submit the priced bid for catering services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to Catering Contract of Mess at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the Catering Contract of Mess shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3.
 - a. Price Schedule for Annexure II in .pdf format.
 - b. Statement of deviations from financial terms and conditions, if any.
4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to Catering contract of Mess as per these terms and conditions mentioned in Bid document. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____

Signature of Bidder _____

Details of enclosures _____

Full Address: _____

Telephone No. _____

Mobile No. : _____

Fax No. : _____

E-mail: _____

Company Seal

Online Bid Submission Format:

The Online bids (complete in all respect) must be uploaded online in **two** covers as explained below:

Cover – 1			
(Following documents to be provided as .pdf file)			
Sl. No.	Document	Content	File Types
1.	Technical Bid	Completely filled in and duly signed Technical Bid Proforma as provided in Chapter-4 (Annexure I) of tender document, Technical Compliance Sheet, Bidder information form	.PDF
2.		Organization Declaration Sheet, Compliance sheets for Essential Criteria and Checklist given in tender document	.PDF
3.		Tender acceptance.	.PDF
4.		List of organization/client where the services have been provided along with their contact numbers(s).	.PDF
5.		All other supporting documents as required in Technical Bid and Technical Compliance Sheet given in tender document	.PDF
6		EMD and Tender fee submission proof	.PDF
7.		Other Documents, as required by Bidder.	
Cover – 2			
Sl. No.	Document	Content	File Types
1	Price	Duly filled in and signed financial bid proforma as per Chapter -5 (Annexure II)	.PDF
2.		Duly filled in BOQ for catering Services in Three Messes of Dhanrajgiri II Hostel in IIT(BHU)	.XLS
3.		Scanned copy of completely filled in and signed BOQ for Catering Services in Three Messes of Dhanrajgiri II Hostel , IIT(BHU).	.PDF

FORMAT OF BANK GUARANTEE FORM

1. This guarantee should be furnished by a Nationalized Bank / scheduled Bank, authorized by RBI to issue a Bank Guarantee.
2. This bank guarantee should be furnished on stamp paper of Rs. 100/-
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

 DATE:

BANK GUARANTEE NO:

Ref.: _____

To
 Indian Institute of Technology
 (Banaras Hindu University)
 Varanasi-221005

Dear Sirs,

In accordance with your "Invitation to Bid" under your Tender No:

M/s: _____ herein after called the Contractor, with the following Directors on their Board of Directors / partners of the firm.

1. _____ 2. _____

1. _____ 4. _____

Agrees for the contract:

As an irrevocable Bank Guarantee for an amount of

Rs. _____ (in words and figures) valid for _____ days from

_____ is required to be submitted by the Contractor/Service provider which amount is liable to be forfeited by IIT (BHU), Varanasi in the event of 1) the withdrawal or revision of the offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the Letter of Intent /Award of Contract by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the award of Contract and (4) on the happening of any contingencies mentioned in the bid documents such as

We, the _____ Bank

at _____ having our Head office at

_____ (Local address) Guarantee and undertake to

pay immediately on first demand by IIT (BHU) the amount

of _____ (in figure

and words) without any reservation, protest, demur and recourse. Any such demand made by IIT (BHU) shall be conclusive and binding on the Bank irrespective of any dispute or difference. The guarantee shall be irrevocable and shall remain valid up to _____

(This date should be 6 months after execution of the order). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s _____ on

whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this

-----day of -----at -----

--witness-----

WITNESS (Signature)

Name in (Block letters)

Designation

(Staff Code No.)

(Bank's common Seal)

Official address: Attorney as per power of Attorney No.

Date:

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To,
The Registrar,
Indian Institute of Technology (BHU),
Varanasi-221005

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology (BHU), Varanasi (Buyer) has invited tender vide Tender No..... dated..... for purchase of AND WHEREAS the said tender document requires that eligible successful bidder (seller)..... wishing to supply the equipment / machinery etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of “The Registrar, Indian Institute of Technology (BHU), Varanasi” in the form of Bank Guarantee for Rs (**03% of the contract/Tender value**) and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 14 (Fourteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award of Contract / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Technology (BHU), Varanasi on demand and without protest or demur Rs (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Indian Institute of Technology (BHU), Varanasi (Buyer). **Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT (BHU), Varanasi serve upon us a written claim or demand on or before(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address: Date:

**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT./PSU/Autonomous Body TENDER
(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S.----- hereby declare that the firm/company/Service Provider namely M/S.----- has not been blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit in the past by IIT(BHU), Varanasi or any other Government organization/PSU/Central Autonomous Body from taking part in Government/PSU/Central Autonomous Body tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company/Service Provider namely M/S.----- was blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit by IIT(BHU), Varanasi, or any other Government Department/PSU/Central Autonomous Body from taking part in Government tenders for a period of ----- years w.e.f.-- ----- . The period is over on----- and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by IIT (BHU), Varanasi, and EMD/SD shall be forfeited. In addition to the above IIT (BHU), Varanasi, will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which assigned:

Name & address of the firm:

Date: Signature of Bidder with Seal

Email ID:

Mobil No.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To

The Chairman
Council of Wardens
Indian Institute of Technology (Banaras Hindu University)
Varanasi – 221005, U.P

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No._____

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/ **obtained the tender document(s) for the above mentioned ‘Tender’** from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.

5. In case any provision of this tender is found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)