

Online Bids
are invited
for
Catering Services in IIT (BHU) Cafeteria

Tender No.: IIT(BHU)/Cafeteria/2024-25/02

Bid Submission Start Date: 18.12.2024 (04:00 PM)

Bid Submission End Date: 08.01.2025 (04:00 PM)

Technical Bid Opening Date: 09.01.2025 (04:00 PM)



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

CONTENTS OF TENDER DOCUMENT

Tender for

Catering Services in IIT (BHU) Cafeteria

Section	Description	Page No.
I	Notice Inviting E-Tender	3
II	Instruction for online bid submission	6
III	Instructions to bidders	10
IV	Introduction	15
V	Definitions	17
VI	Details of Service Requirement	19
VII	Scope of Work	21
VIII	Minimum Qualifications required for bidding	23
IX	Proforma for Technical and Financial Bid	24
X	Evaluation Scheme	28
XI	General Condition of Contract	31
XII	Service Level Agreement	41
Annexure	I	51
Annexure	II	52
Annexure	III	55
Annexure	IV	56

SECTION-I

(NOTICE INVITING E-TENDER)

1. Bids under two bid systems (Technical and Financial) are invited Online at CPP Portal from eligible, experienced and financially sound Companies/Firms/Agencies for providing Catering Services in IIT (BHU) Cafeteria. **Manual bids will not be accepted.**
2. Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> or from IIT (BHU) website <https://www.iitbhu.ac.in/tenders>.
3. Bidders can access tender documents on the CPP Portal. They are required to select the appropriate tender and fill it with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in this tender document. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>.
4. Bidders are advised to go through instructions provided at “Instructions for online Bid Submission”. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above mentioned websites. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.
5. No manual bids will be accepted. All bids (both Technical and Financial) should be submitted on the E- procurement portal on or before the last date as mentioned in critical data sheet. Further, all communications should be addressed to The Chairman, Gandhi Technology Alumni Centre (GTAC), Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. **Bidders are suggested to send hard copy of Technical Documents as per Technical Cover to below address :**

The Chairman

Gandhi Technology Alumni Centre (GTAC) Management Committee

Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005

It should reach within five days of Technical Bid Opening.

6. The Institute shall not be responsible for any delay in submitting online Bids. 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. Suitable action will be taken, if it is found at any stage that information/particulars given by bidder are false.
7. The interested bidders can inspect the premises of IIT (BHU) cafeteria between 10:00AM to 5:00PM from to The cost of such visit shall be borne by the Bidder.
8. Conditional bids shall not be considered and will be rejected summarily.
9. The Financial Bids of only those bidders who qualify in the technical bid stage and in presentation stage as per this tender document will be opened after evaluation by the Committee constituted for the purpose. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, suitable action will be taken against the firm.
10. The Institute reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
11. Any subsequent Updates, Addendums, Corrigendums etc., if any, will be published only on the website <http://eprocure.gov.in/eprocure/app> and www.iitbhu.ac.in. All bidders are required to regularly check the websites for any updates.

CRITICAL DATA SHEET

Date of Issue/Publication of Tender	18-12-2024 (04:00 PM)
Bid Document Download Start Date	18-12-2024 (04:00 PM)
Bid Submission Start Date	18-12-2024 (04:00 PM)
Site Visit	26-12-2024 to 27 -12-2024 (During Office Hours i.e. From 10:00 AM to 5:00 PM)
Last Date and Time for submitting e-mail queries regarding technical specifications and other conditions of tender document	31-12-2024 (5:00 PM) (Kindly note that all queries are to be sent on the e-mail address given at the bottom row of this sheet. No e-mail queries shall be entertained after the aforementioned date and time.)
Pre-Bid Meeting Date, Time & Venue (All E-Mail queries received shall be discussed in the Pre-Bid Meeting in the presence of Prospective Bidders)	26-12-2024 (12:00 Noon) It is required to attend Pre-Bid Meeting; a certificate will be issued to all attendee bidders which need to be uploaded along with technical bid. Interested bidder can visit the existing facility after prior intimation.
Bid Document Download End Date	08.01.2025 (04:00 PM)
Last Date and Time for Uploading of Bids	08.01.2025 (04:00 PM)
Technical Bid Opening Date	09.01.2025 (04:00 PM)
Tender Processing Fees (Non Refundable)	Rs. 5900/- Including GST (For Tender Processing Fee) (To be paid through RTGS/NEFT) as per the following details: 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 enclosed with Technical Bid
Earnest Money Deposit	EMD of INR 2,00,000/- (To be paid through RTGS/NEFT) as per the following details: 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 enclosed with Technical Bid

Address For Communication	The Chairman Gandhi Technology Alumni Centre (GTAC) Management Committee Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. Email: coordinatorcafeteria@itbhu.ac.in
Contract Duration	One Year (Extendable for two more years, of one year each, after one year on satisfactory performance to be reviewed at the end of every year)

SECTION-II

INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](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 only 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 for submission of online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

1.Registration

- 1.1 Bidders are required to enrol 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 Enrol”. Enrolment on the CPP Portal is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

2. Searching for Tender Documents

- 2.1 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.
- 2.2 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 Tender” 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.

2.3 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

3.1 Bidder should take into account any corrigendum published, if any in respect of the tender document before submitting their bids.

3.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule as PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

3.3 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.

Documents Comprising the Bid

The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” to be prepared by the Bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid): [Upload online scanned copies in PDF format]

- i) Scanned copy of proof of deposition of Tender Processing Fee, EMD and Pre-bid participation certificate.
- ii) Scanned copy of Technical Bid (proforma given in Section – IX and other documents.
- iii) Scanned copy of Pan Card, GST registration & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-VIII & IX.
- v) Scanned copy of all other relevant documents.

B) Price Bid: Fill in BOQ format [Upload BOQ online also in PDF format as per Bidding Document]

Price Bid in duly filled up BOQ with all the details as per Section-IX.

It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents.

All pages of the Bid should be page numbered and indexed.

The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

Note: All documents should be uploaded in PDF format

4. Submission of Bids

- 4.1 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.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Once the details have been completed, the bidder should submit it online. If the format of financial bid is found to be modified by the bidder, the bid will be rejected.
- 4.4 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.
- 4.5 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.
- 4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7 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.
- 4.8 Kindly submit scanned PDF of all relevant documents.

5. Assistance to Bidders

- 5.1 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.
- 5.2 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. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

6. General Instructions to the Bidders

- 6.1 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 only**.
- 6.2 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”.

6.3 Bidders are advised to follow the instructions provided in the „Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

6.4 Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and www.iitbhu.ac.in. **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tempered/ modified in any manner, tender will be summarily rejected and suitable action will be taken.

SECTION-III

Instructions to Bidders

1. Scope of Work

Scope of work is provided in Section VII of this document.

2. 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.

3. Tender Processing Fee

The tender processing fee (**Rs. 5900/- Including GST**) (non-refundable) (Scanned copy of proof of deposition in **.pdf** format to be uploaded online) is to be paid through RTGS/NEFT failing which the bid will be rejected. Tenderers registered with National Small Industries Corporation (NSIC)/Small Scale Industries (SSI)/Micro Small & Medium Enterprises (MSME), for the tendered work will be exempted for submission of Tender Fee. The tenderer should upload an authenticated/notarized copy of their valid registration certificate (current) with NSIC, MSME and SSI for grant of exemption.

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

EMD Payment details must be uploaded in pdf format along with Technical Bid.

5. Content of Bidding Documents

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

In addition to Invitation of Bids, the bidding documents shall include:

- (a) Instructions for Online Bid Submission
- (b) Instruction to Bidders (ITB);
- (c) Introduction
- (d) Definitions
- (e) Details of Requirement
- (f) Scope of Work
- (g) Minimum Qualifications required for bidding
- (h) Proforma for Technical & Financial Bid
- (i) Evaluation Scheme
- (j) General Conditions of Contract (GCC);
- (k) Service Level Agreement

5.2 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.

6. Amendment of Bidding Documents

- 6.1** 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.
- 6.2** 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.

7. 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.

8. Documents Comprising the Bid

8.1 Techno commercial un-priced bid and priced Bids:

The bids are to be uploaded in two parts i.e. Techno commercial un-priced bid and priced Bids.

- (a) Techno commercial un-priced bid shall be submitted through CPP Portal. If the proofs of Tender Processing Fee & EMD are not uploaded along with the technical bid, such bid will not be considered.
- (b) Priced bid.

8.2 Techno commercial un-priced bid:

Proforma for techno commercial un-priced bid is given at Section IX

8.3 Price Bid

The price bid shall comprise the techno commercial bid along with the price component indicating the prices for each and every item and a scanned copy of completely filled BoQ to be uploaded under cover 2.

- (a) The prices quoted must be as per prescribed format as given in the Section IX.
- (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.
- (d) 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 **365** 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.

9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Period of Validity of Bids

- 10.1** Bids shall remain valid for **365** days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive.

10.2 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 granting the request will not be required nor permitted to modify the bid.

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

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

12. Deadline for Submission of Bids

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

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

13. Late/Delayed Bids

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

14. Modifications and Withdrawal of Bids

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

14.2 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.

14.3 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 suitable action against the bidder concerned.

15. Opening of Techno commercial un-priced Bids

All techno commercial un-priced bids (Cover 1) will be opened in the first instance.

16. Clarification of Bids

16.1 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.

16.2 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.

16.3 Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17. Evaluation of Techno commercial un-priced Bid

17.1 Prior to the detailed technical evaluation, 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 criteria. If any bidder does not meet the minimum criteria as laid down in this bid document, then its bid will be summarily rejected. No documents will be accepted in support of minimum criteria after the last date of submission of bids.

17.2 The bidders short-listed by the Institute based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document **will be invited for a presentation. The date and time of the presentation will be intimated through e-mail to the bidders concerned. The bidders should be prepared to visit IIT (BHU) Cafeteria at short notice.** The Institute will evaluate the Technical Bids received to short-list the firms, who fulfil the eligibility criteria, on the basis of their “Technical Bids” submitted and the presentation.

Bidders may also be called for verification of the documents uploaded on CPPP from the original documents, as per the decision of the Committee, if required. The bidders will have to bear all the cost for this purpose. No payment shall be made by the Institute. Any deviation in the uploaded documents on CPPP from the original documents may lead to rejection, being unresponsive.

18. Opening of Priced Bids

18.1 Priced Bids of only those bidders who meet the essential criteria and whose technical bids have been found to be substantially responsive will be opened after presentation

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

19. Evaluation and Comparison of priced Bids

19.1 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

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.

21. Award Criteria

The Bidder/Company/Firm/Agency achieving the highest combined technical and financial score after giving weightage as mentioned in Section X will be declared qualified. In case of tie, the bidder having higher Technical marks will be declared successful.

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.

SECTION-IV

Introduction

1. Indian Institute of Technology (BHU), an Institute of National Eminence under the Ministry of Human Resource and Development, Government of India requires the services of a reputed, well established and financially sound Company/Firm/Agency for providing catering services at IIT (BHU) cafeteria. IIT (BHU) has approx... 8000 students & 750 staff members.

The following infrastructure is currently available at IIT (BHU) Cafeteria:-

- Kitchen- 22 Feet x26 Feet
- Store room- 11 Feet x12 Feet
- Tea area- 12 Feet x22 Feet
- Angan area- 14 Feet x27 Feet
- Hall 1- 24 Feet x42 Feet
- Hall 2- 48 Feet x50 Feet
- Dosa area- 8 Feet x10 Feet
- Office area- 22 Feet x13 Feet

The following equipments are currently available at IIT (BHU) Cafeteria) :-

- Television – 2
- Billing Machine - 1
- Old Table- 30
- Old chair- 69
- New table- 8
- New chair- 32
- Fridge- 1
- Water cooler- 1
- Chulha burner- 9
- Cooler- 4
- Cylinder- 13

Successful bidders can add their equipment with proper marking and record keeping. No additional equipment would be provided by IIT (BHU). At the end of the contract these equipment should be returned in working condition. The bidding company should take of maintenance and upkeep of these equipment. All the consumables like cooking gas, oils, raw materials etc. needs to be arranged by bidding company.

Currently, Cafeteria IIT (BHU) offers below standard menu items at FIXED rates. These rates should remain **unchanged**. In future if the rates are required to be revised, the same will be done by the competent authority of IIT (BHU).

RATE LIST OF IIT (BHU) CAFETERIA ITEMS

S.No	Item Name	Rate (Rs.)
1	Tea (Large Cup)	10.00
2	Tea (Small Cup)	6.00
3	Coffee	20.00
4	Snacks (One Piece)	10.00
5	Sweets (One Piece)	15.00
6	Chura Matar	20.00
7	Lunch (4 Roti, Rice, Daal, Sabji, Achar, Papad)	50.00
8	Puri-Sabji (6 Puri, Sabji, Achar)	40.00
9	Chhola Bhatura (2 Bhature)	50.00

10	Masala Dosa	50.00
11	Plain Dosa	40.00
12	Idli (Two Pieces) with sambhar	30.00
13	Idli (One Piece) with sambhar	15.00
14	Aaloo Paratha (Two Pieces) with Chutney, Curd and Pickles	35.00
15	Gobhi Paratha (Two Pieces)	35.00
16	Special Lunch (4 Roti, Rice, Daal, Paneer ki Sabji, Mix Veg, Achar, Sweet, Papad, Salad)	100.00 (Minimum Order 25 Plate)
17	Rice Plain	15.00
18	Tawa Roti	8.00
19	Sabji/Shambhar	15.00
20	Fried Rice	35.00

Note: Successful bidder can offer other value added items (bakery, pastries, cakes, ice creams etc.)

SECTION-V

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 person or firm or company, including a consortium (that is an association of several persons, or firms or companies), 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. A Standard (Model) Bidding Document is the standardised template to be used for preparing Bidding Documents after making suitable changes for specific procurement;
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 (e.g. Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Visitor Accommodations, Cleaning/Housekeeping Services, .Errand/Messenger Services and so forth).

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/Agency 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.

SECTION-VI

Details of Services required:

1. Services required in Cafeteria:-

(i) Catering Service

Currently, Cafeteria IIT (BHU) offers below standard menu items at FIXED rates. These rates should remain **unchanged**. In future if the rates are required to be revised, the same will be done by the competent authority of IIT (BHU).

RATE LIST OF IIT (BHU) CAFETERIA ITEMS

S.No	Item Name	Rate (Rs.)
1	Tea (Large Cup)	10.00
2	Tea (Small Cup)	6.00
3	Coffee	20.00
4	Snacks (One Piece)	10.00
5	Sweets (One Piece)	15.00
6	Chura Matar	20.00
7	Lunch (4 Roti, Rice, Daal, Sabji, Achar, Papad)	50.00
8	Puri-Sabji (6 Puri, Sabji, Achar)	40.00
9	Chhola Bhatura (2 Bhature)	50.00
10	Masala Dosa	50.00
11	Plain Dosa	40.00
12	Idli (Two Pieces)	30.00
13	Idli (One Piece)	15.00
14	Aaloo Paratha (Two Pieces)	35.00
15	Gobhi Paratha (Two Pieces)	35.00
16	Special Lunch (4 Roti, Rice, Daal, Paneer ki Sabji, Mix Veg, Achar, Sweet, Papad, Salad)	100.00 (Minimum Order 25 Plate)
17	Rice	15.00
18	Roti	8.00
19	Sabji/Shambhar	15.00
20	Fried Rice	35.00

Note: Successful bidder can offer other value added items (bakery, pastries, cakes, ice-creams etc.)

1. Currently the Cafeteria operates for 9 hours from 9 AM to 6 PM six days a week. Successful bidder can extend the operating hours after approval from IIT (BHU).

2. The successful bidder should make arrangement for segregation of Wet and Dry waste at IIT (BHU) Cafeteria.

3. The successful bidder should provide separate uniform (different colour) to Cooking, Serving and cleaning staff. Minimum 5 staff should be placed for cleaning and removal of used utensils.

4. The successful bidder should provide room fresheners, hand wash (Dettol) , Napkins etc. at all times and should work to maintain a pleasing and welcoming ambience of the cafeteria.

5. All raw materials needed for operations of Cafeteria need to be procured, arranged and managed by bidding company. There should be no compromise in the quality of ingredients. All FSSAI norms need to be followed.

6. The successful bidder should ensure that no outsiders should be allowed to avail the services of IIT (BHU) Cafeteria

SECTION-VII

Scope of Work

A. Scope of work for Catering Services at IIT (BHU) Cafeteria

1. Successful bidder needs to provide catering service at IIT (BHU) cafeteria as per current menu and timings. The addition in menu and increase in timings may be done after due approval of IIT (BHU) administration. The bidder must be registered with FSSAI with valid license number. FSSAI registration certificate shall be uploaded with the bid.
2. Bidding company needs to provide a fixed rent per month to IIT (BHU).
3. All raw materials needed for operations of Cafeteria need to be procured, arranged and managed by bidding company. There should be no compromise in the quality of ingredients. All FSSAI norms need to be followed.
4. A separate electricity meter would be installed in the Kitchen & Bidding company would pay the monthly electricity bill for this installed meter
5. The Current Menu being offered at Cafeteria would remain unchanged in terms of Quality and options. Bidding Company would also offer Value added items (like Cakes, Pastries etc.) for the larger benefit of IIT BHU fraternity
6. Bidding company would also explore avenue to extend the working hours of the cafeteria after due approval from Competent Authority. Bidding company can also hire/depute their own staff basis the requirements.
7. Bidding Company shall also focus on ambience of cafeteria in order to attract potential customers.
8. The successful bidder should make arrangement for segregation of Wet and Dry waste at IIT (BHU) Cafeteria.
9. The successful bidder should provide separate uniform (different colour) to Cooking, Serving and cleaning staff. Minimum 5 staff should be placed for cleaning and removal of used utensils.
10. The successful bidder should provide room fresheners, hand wash, Napkins etc. at all times
11. GTAC Management committee is free to make surprise inspection to evaluate hygiene, cleanliness, and other parameters at any point of time. Penalty may be imposed for deviations/deficiencies.
12. The successful bidder should ensure that no outsiders should be allowed to avail the services of IIT (BHU) Cafeteria.
13. The successful bidder will have to bear all the cost related to wages and other statutory deduction (EPF, ESI etc.) at his own. No reimbursement in this regard will be made by

IIT(BHU). The bidder has to submit the proof of deposit of ESIC, EPF etc. employee wise for all posted employees. In case, at any point of time during the contract period, it has been found that the bidder is not complying with EPF, ESIC etc, then their contract is liable to be terminated without any further considerations.

SECTION-VIII

MINIMUM QUALIFICATIONS REQUIRED FOR BIDDING

The bidders having following minimum qualification are eligible for bidding:

1. The bidder must have minimum 3 (Three) years of experience { in preceding 5 years i.e. 2019-2024} in providing catering services in cafeteria in IITs/IIMs/IISERs/NITs/IIITs/Central universities/Other CFTIs/PSUs/State Universities for a minimum of sitting capacity of 50. Preference will be given to bidders having ISO 9001-2015 certification and FSSAI Licence
2. The bidder must have at least 1 successful completed contract { in preceding 5 years i.e. 2019-2024} for providing catering services during 2021-2024 of at least for a minimum of sitting capacity of 50 in IITs/IIMs/IISERs/NITs/IIITs/Central universities/Other CFTIs/PSUs/State Universities
3. The bidder must have at least 1(One) on-going contract for providing catering services, in for a minimum of sitting capacity of 50 in IITs/IIMs/IISERs/NITs/IIITs/Central universities/Other CFTIs/PSUs/State Universities
4. The bidder/Company/Firm/Agency must have an average annual turnover of Rs.25 Lakhs or more in the last three financial years (i.e. 2021-22, 2022-23 and 2023-24) exclusively for catering services.
5. The bidder/ Company / Firm / Agency should be registered with the appropriate registration authority(ies) (labour commissioner etc.) of the Uttar Pradesh and Central Government, as per relevant Acts and rules. Bids of the bidder/Company/Firm/Agency non-complying labour laws, relevant Acts and rules will be out rightly rejected.
6. The bidder/Company/Firm/Agency has to submit Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet for the preceding three financial years (2021-22, 2022-23 and 2023-24
7. The bidder /Company / Firm / Agency should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Act.
8. Either the registered office or one of the branch offices of the bidder should be located in Uttar Pradesh.
9. The bidder /Company / Firm / Agency should have its own Bank Account.
10. The bidder /Company / Firm / Agency shall submit an affidavit stating that the agency has not been blacklisted by Central Government/ State Government/ any PSU/ any Central Autonomous Body in last three financial years.

Exemption to comply with any of the above criteria must be duly supported by the Government orders and/or OMs and other Government documents and copy (ies) of the same must be uploaded.

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 upload 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 proofs must be uploaded with the technical bid.

SECTION-IX

1. Proforma for Technical Bid

For providing Catering Services at IIT (BHU) Cafeteria, Varanasi

1.	Name of Tendering Company/ Firm/ Agency (Upload Certificate of Registration)					
2.	Name of Director/Proprietor of Company/Firm/Agency					
3.	Full Address of Registered Office with (i) Telephone No. (ii) Fax (iii) E-mail					
4.	Full Address of operating/ Branch office with (i) Telephone No. (ii) Fax (iii) E-mail					
5.	Banker of Company/ Firm/Agency with full Address (Attach certified copy of Bank Statement)					
6.	PAN (Attach self-attested copy)					
7.	GST No. (Attach self-attested copy)					
8.	E.P.F. Registration No. (Attach self-attested copy)					
9.	E.S.I. Registration No. (Attach self-attested copy)					
10.	Number of years of experience { in preceding 5 years i.e. 2019-2024} in providing catering services in minimum 50 seating capacity cafeteria/restaurant in IITs/IIMs/IISERs/NITs/IIITs/Central universities/Other CFTIs/PSUs/State Universities					
11.	Details of ongoing as well as successful completed contracts { in preceding 5 years i.e. 2019-2024} in providing catering services in minimum 50 seating capacity cafeteria/restaurant in IITs/IIMs/IISERs/NITs/IIITs/Central universities/Other CFTIs/PSUs/State Universities	<table border="1"><thead><tr><th>S. 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></table>	S. No.	Details of client along with address, telephone and e- mail Id	Amount of Contract (in Rs.)	Duration of Contract (From- To)
S. No.	Details of client along with address, telephone and e- mail Id	Amount of Contract (in Rs.)	Duration of Contract (From- To)			
12.	Number of Satisfactory Performance Certificates					
13.	Details of equipment available with the Bidder to be used for catering purpose along with supporting documents					
14.	Income Tax returns for financial year 2021-22, 2022-23 and 2023-24					
15.	Total turnover financial year wise for preceding					

	three years at least (As per attached proforma)	
16.	Total number of employees in the Company/ Firm/ Agency	
17.	Affidavit stating that the Company/Firm/Agency has not been black listed by Centre/ State Government/ PSU in last three years	
18.	Declaration about fraud and corrupt practices (Duly signed and attested)	
19.	EMD Payment details (i) UTR No. (ii) Date (iii) Amount	
20.	Details of Tender Processing Fees (iv) UTR No. (v) Date (vi) Amount	
21.	ISO Certification 9001:2015	
22.	Whether interested in extending timings (Yes/No)	
23.	Whether interested in providing in additional value added items in menu (Yes/No)	
24.	MRP Discount <ul style="list-style-type: none"> • No discount • 5% discount • 10% discount • >10% discount 	
25.	FSSAI License Number	
26.	Any other information	

**Proforma for annual turnover (catering services only) duly certified by the
Chartered Accountant**

Description	Financial Year		
Annual Turnover			
Profit before Tax			
Profit after Tax			
Assets			
Liabilities			

Declaration

I, Son/Daughter/Wife of Shri.....

Director/Partner/Proprietor/Authorised signatory of the Company/Firm/Agency.....

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 along with the above application are true and authentic to the best of my knowledge and belief. I/ We, am/are aware of the fact that furnishing of any wrong/false information/ fabricated document would lead to rejection of my/our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date:

Signature of the authorised person

Place:

Full Name

Seal

Proforma for Financial Bid

(For providing Catering Services at Cafeteria, IIT (BHU) Varanasi

Name of the Service Provider:-

PART-A (Catering Services) at Cafeteria, IIT (BHU) Varanasi

Sr. No.	Description	Per Month Rent in INR
1.	Per Month Rent to be offered to IIT BHU	

NOTE:-

1. A flat per month rent needs to be provided to IIT (BHU) by bidding company
2. A separate electricity meter would be installed in the Kitchen & Bidding company would pay the monthly electricity bill for this installed meter
3. The Current Menu being offered at Cafeteria would remain AS-IS in terms of Quality and options. Bidding Company would also offer Value added items (like Cakes, Pastries etc.) for the larger benefit of IIT BHU fraternity
4. Bidding company would also explore avenue to extend the working hours of the cafeteria after due approval from Competent Authority.
5. GTAC Management committee can undertake surprise inspection to evaluate hygiene, cleanliness, and other parameters. Penalty many also be imposed for deviations/deficiencies.
6. Bidding company should offer only Branded Packed Items. GTAC Management committee should decide the brands being offered.

SECTION-X

1. Evaluation Scheme

A. Technical Evaluation Scheme

S.No.	Description	Criteria for Marks	Minimum marks required for Qualifying in Technical Criteria	Maximum Marks
1.	Number of years of experience { in preceding 5 years i.e. 2019-2024 } in providing catering services in minimum 50 seating capacity cafeteria/restaurant in IITs/IIMs/IISERs/NITs/IITs/Central universities/Other CFTIs/PSUs/State Universities	2 mark for 1 year of experience subject to maximum of 10 marks	6	10
2(a).	Number of contracts executed of minimum 1 year duration { in preceding 5 years i.e. 2019-2024 } in providing catering services in minimum 50 seating capacity cafeteria/restaurant in IITs/IIMs/IISERs	3 marks for one successfully executed contract subject to maximum of 15 marks	3	15
2(b).	Number of contracts executed of minimum 1 year duration { in preceding 5 years i.e. 2019-2024 } in providing catering services in minimum 50 seating capacity cafeteria/restaurant in NITs/IITs/Central universities/Other CFTIs/PSUs	3 marks for one successfully executed contract subject to maximum of 12 marks		
2(c).	Number of contracts executed of minimum 1 year duration { in preceding 5 years i.e. 2019-2024 } in providing catering services in minimum 50 seating capacity cafeteria/restaurant in State Universities	3 marks for one successfully executed contract subject to maximum of 9 marks		
3.	ISO certification 9001:2015 & FSSAI License	2 mark for valid certificate	0	2
4.	Number of <i>ongoing Contracts</i> in providing catering services in Cafeteria with minimum 50 seating capacity in IITs/IIMs/IISERs/NITs/IITs/Central universities/Other CFTIs/PSUs/State Universities	3 marks for one ongoing contract and 3 marks each for additional ongoing contracts subject to maximum of 9	3	9

		marks		
5.	Minimum average turn-over of Rs.25 Lakhs during the last three financial years in catering services	3 marks for minimum turnover and 1 mark each for additional 25 Lakh ,subject to maximum of 9 marks	3	9
6.	Whether interested in extending timings	Yes 1 No 0	0	1
7.	Whether interested in providing in additional value added items in menu	Yes 1 No 0	0	1
8.	MRP Discount	No discount- 0 marks 5% Discount – 1 Marks 10% Discount- 2 Marks >10% Discount – 3 Marks	0	3
	Total		15	50

The technical committee will evaluate the proposals on various parameters as detailed in this document. Bidders meeting the bidder's minimum eligibility criteria and scoring a minimum of 15 marks in aggregate (out of 50) will be qualified for presentation. The evaluation of the technical committee will be final and binding. Top 10 bidders above cut-off marks would be called for presentation round.

B. Presentation

Top 10 technically qualified bidders will have to present about their technical specifications, their firms' performance in the area of catering services and innovative ideas in improving the services of Cafeteria before the Technical Committee, IIT (BHU) Varanasi. The presentation will be of 15 minutes. The presentation will be evaluated for maximum 20 marks.

Sl.No.	Points to be included	Sectional Marks	Maximum Marks
1.	Previous experience with organisations, Financial Viability	5	20
2.	Quality of value added services to be offered for IIT (BHU) Cafeteria	5	
3.	Others (Feedback from Current and Past Organisations, Presentation Skill, Demonstration, Manpower Exposure, Reputation of Organisation/market Value etc.)	10	

Financial bids of only Top 5 bidders identified from the combined score of Technical Evaluation(A) and Presentation(B) stage would be opened.

C. Financial Evaluation Scheme

Financial bids of only Top 5 bidders identified from the combined score of Technical Evaluation and Presentation stage would be opened

The financial bid having highest value having qualified in technical evaluation and presentation will be given the maximum score of 30. The financial bid of other bidders will be given marks as $F=30 \times P/H$ where

F= Total Financial Score of the bid under consideration

H=Highest bid price

P=Price of the bid under consideration

2. Weightage:

Following weightage will be given to marks obtained in Technical Evaluation, presentation and Financial Evaluation:

A) Technical Evaluation= 50%

B) Presentation Evaluation= 20%

C) Financial Evaluation= 30%

After giving weightage as above, the Bidder/Company/Firm/Agency achieving the highest total marks will be declared qualified. In case of tie, the bidder having higher technical marks will be declared successful.

However, the Institute reserves the right to reject any financial bid on the basis of abnormally low and/or high prices quoted in comparison to the prevailing market price (s)of any item and/or all items. If a firm quotes Nil rate (s)/ consideration (s), the bid shall be treated as unresponsive and will not be considered. The Institute's decision shall be final and binding in this regard.

The substantial responsive Bidder/Company/Firm/Service Provider will be declared finally successful for award of contract after financial evaluation based on evaluation scheme.

SECTION-XI

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/services 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 at their own cost, to ensure that the services rendered by them are the best.
- 6.4 The employees employed by the Service provider shall always be under the direct and exclusive control and supervision of the Service provider. Adequate and necessary numbers of employees / workmen are deployed by the Service provider for fulfilment 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, fulfil 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.
- 6.5 The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed to Cafeteria before the commencement of work:
 - a. List of Manpower short listed by the Service provider for deployment at Cafeteria containing full details i.e. date of birth, marital status, address etc. alongwith copies of educational qualifications and experience certificates;
 - b. Bio-data of the persons with passport size photographs
 - c. Character certificate from Group ‘A’ officer of the Central / State Government/CAB etc..
 - d. Certificate of verification of antecedents of persons by local police authority.
 - e. Deployed staff should not be suffering from any contagious disease.
 - f. Medical fitness certificates of the persons deployed.

- 6.6 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 the 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.
- 6.7 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.
- 6.8 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.
- 6.9 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 Cafeteria 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.
- 6.10 The selected Firm/Agency 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.
- 6.11 IIT (BHU) shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

- 6.12 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, ad-hoc 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.
- 6.13 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).
- 6.14 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 agency, to the extent of the loss or obligation in monetary terms.
- 6.15 If any dispute, difference or disagreement whatsoever, shall be resolved by an arbitrator appointed by mutual consent of both the parties. In case of no mutual consent, decision of Director IIT (BHU) would be binding on both the parties
- 6.16 The venue of arbitration, if any, shall be at Varanasi subject to the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules.

7. Terms of Payment:

The Company/Firm/Agency will pay the monthly rent to IIT (BHU) as per approved rate (award of contract/work order) on monthly basis at starting of the month.

Successful bidder should submit the monthly rent to IIT (BHU) in the below account:-

NAME OF THE ACCOUNT HOLDER (Registrar/Director/Principal/Accounts Officer/ Finance Officer/Secretary/ President etc.)	The Registrar, IIT (BHU), Varanasi
COMPLETE CONTACT ADDRESS	The Registrar Indian Institute of Technology (Banaras Hindu University), Varanasi-221005
TELEPHONE NUMBER/ FAX/EMAIL	Ph. +91 542 2307002, 2367780
EMAIL ID (MANDTORY)	registrar@iitbhu.ac.in

B. BANK ACCOUNT DETAILS#

BANK NAME	State Bank Of India
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	IT-BHU Branch, Branch Code-11445 IIT(BHU), Varanasi-221005, U.P. Ph.-0542-2369181, email: sbi.11445@sbi.co.in
IFSC CODE OF THE BRANCH	SBIN0011445
MICR CODE	221002036
COMPLETE BANK ACCOUNT NUMBER	32778803937
TYPE OF BANK ACCOUNT	CURRENT
A/C NAME	IIT(BHU)-Main Account (Institute Development Fund)

IIT (BHU) reserves the right to inspect all the payment related documents including statutory payments made by the Company/Firm/Agency in this regard at any point of time during the contract and the Company/Firm/Agency shall assist the authority of the Institute whenever inspection of records is done by the Institute's Authority. Any misbehaviour/non-cooperation by the officials of the Company/Firm/Agency in this regard shall attract appropriate action including imposition of financial penalty by the Institute to the Company/Firm/Agency.

8. Legal

- 8.1 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.

- 8.2 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 Cafeteria, IIT (BHU) for the catering services.
- 8.3 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, ad-hoc 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.
- 8.4 The selected agency shall also be liable for depositing all taxes, levies, Cass etc. on account of service rendered by it to Cafeteria, IIT (BHU) to concerned tax collection authorities from time to time as per extant rules and regulations.
- 8.5 The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IIT (BHU) or any other authority under Law.
- 8.6 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 agency, to the extent of the loss or obligation in monetary terms.
- 8.7 The selected agency will indemnify IIT (BHU) from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- 8.8 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.
- 8.9 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.

9. Contract Amendments

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

10. Subcontracts

No subcontracting is allowed in this contract

11. 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.

12. Damages and Losses

Upon end of contract / termination thereof, the Service provider is liable to return materials like beds, cots, chairs, tables, fridges, kitchen equipments', machineries' etc. 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.

13. 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 Visitor 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.

14. 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.

15. 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:

S.No.	Description	Penalty
1.	Non maintenance of cleanliness in Cafeteria	Rs. 500=00 per day subject to maximum of Rs. 10000 per month
2.	Non wearing of uniform	Rs. 100=00 per day per person subject to maximum of Rs.1000 per month
3.	Supply of Food other than that decided in the Menu	Rs.200=00 per meal subject to maximum of Rs. 1000 per month
4.	Substandard Catering Service	Rs.1000=00 per complaint subject to maximum of Rs. 10,000 per month

Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by the Institute. The decision of the Director, IIT (BHU) will be final in this regard. GTAC Management committee can undertake surprise inspection to evaluate hygiene, cleanliness, and other parameters. Penalty may also be imposed for deviations/deficiencies.

16. Termination of Contract

16.1 In the event of the appointed service provider failing to fulfil or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the tender document, then without prejudice to the Institute's rights and remedies to which otherwise, the Institute shall be entitled, the contract shall be terminated without notice; the performance bank guarantee shall be forfeited and encashed; the service provider shall be blacklisted without prejudice to any other action which may be taken by the Institute.

The omission or commission may include interalia the following: -

- If the service provider or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the service provider with the Institute or any of his partners or representatives thereof; or
- If the service provider becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
- In case, any document/declaration furnished by the service provider is found to be false/

forged at any stage, it would be deemed to be a breach of terms of contract and thereby, making the service provider liable for legal action, besides termination of contract and/or forfeiture of performance guarantee.

16.2 The service provider shall comply with all statutory liabilities and obligations of Central Government, State Government, and Local Bodies Rules & Regulations etc. Any contravention/non-compliance on the part of the service provider would be construed as a sufficient ground for termination of the contract without notice at the discretion of the Institute. Further, in the event of the Institute being imposed with any penalty/ fine etc., by any agency/authority due to the non-compliance/contravention on the part of the service provider to any statutory laws/rules/regulations etc., the Institute reserves the right to recover such fine/penalty etc., from the service provider.

16.3 If the performances of the manpower services provided by the service provider are not found satisfactory in the initial trial period or at any time thereafter, the Institute shall have the power to terminate the contract without notice. Upon such termination, the performance guarantee of the service provider shall be liable to be forfeited.

16.4 In case of termination of the contract not related to (a) act or omission of the service provider,(b) noncompliance of statutory liabilities and obligations by the service provider(c) related to performance of the service provider, the Institute will give a notice of termination of the contract at least 30 days before the intended date of termination of the contract.

SECTION XII

Service Level 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 **First Party** is on the lookout for a suitable party for providing Catering services in IIT (BHU) Cafeteria.

Whereas the **Second Party** (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) has quoted for providing Catering services at Catering Services in IIT (BHU) Cafeteria 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 whereas 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 IIT(BHU) may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 2 (two) years (one year each after evaluation by a committee constituted by the Institute for the purpose) from the date of completion of initial contract of one year, having regard to the quality and manner of the Service Provider's performance. However, it shall be with consent/written request by the Service Provider in this regard.

However, first party reserves its right to terminate the agreement by giving one month advance notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative.

2. CRETERIA FOR STAFF DEPLOYMENT:

- i. The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Service Provider. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas

should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IIT (BHU). Any changes should be informed immediately.

- ii. The Second Party shall maintain all records and registers concerning attendance and wages of persons engaged by him as required by the various labour legislations in force from time to time and also ensure that they complies with their requirements in this regard.
- iii. The Second Party shall carry out supervision/overseeing of persons deployed in the First Party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that work packages are carried out as per the contract and complete satisfaction of the First Party.
- iv. The Second Party will ensure that these workers remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
- v. The Second Party will ensure that persons deployed by the Second Party, who have to perform the work shall not join any union or interfere with internal working of the establishments of the First Party.
- vi. The Second Party will ensure monitoring and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The duty hours of the persons deployed shall be as desired by the First Party.
- vii. The workers will be allowed for working rest of one day on continuous duty of 6 working days as per the provisions of the Contract Labour (Regulation & Abolition) Act-1970.
- viii. The personnel deployed by the Second party at the premises of the First Party shall not have claim to become employees of the First Party and there will be no Employee and Employer relationship between the personnel engaged by the Second Party for deployment at the First Party.

3. 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.
- iv. Workers engaged should 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.

4. 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 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.
 - 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.

5. PERFORMANCE SECURITY:

The Second Party will have to deposit a security of Rs. 3.00 Lakhs 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.

6. Termination of Contract

- 6.1 In the event of the appointed service provider failing to fulfil or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the tender document, then without prejudice to the Institute’s rights and remedies to which otherwise, the Institute shall be entitled, the contract shall be terminated without notice; the performance bank guarantee shall be forfeited and encashed; the service provider shall be blacklisted without prejudice to any other action which may be taken by the Institute.

The omission or commission may include interalia the following: -

- If the service provider or its employees are found guilty of fraud and/or misrepresentation

in respect of the contract or any other contract entered into by the service provider with the Institute or any of his partners or representatives thereof; or

- If the service provider becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if

- In case, any document/declaration furnished by the service provider is found to be false/forged at any stage, it would be deemed to be a breach of terms of contract and thereby, making the service provider liable for legal action, besides termination of contract and/or forfeiture of performance guarantee.

6.2 The service provider shall comply with all statutory liabilities and obligations of Central Government, State Government, and Local Bodies Rules & Regulations etc. Any contravention/ non-compliance on the part of the service provider would be construed as a sufficient ground for termination of the contract without notice at the discretion of the Institute. Further, in the event of the Institute being imposed with any penalty/ fine etc., by any agency/authority due to the non-compliance/contravention on the part of the service provider to any statutory laws/rules/regulations etc., the Institute reserves the right to recover such fine/penalty etc., from the service provider.

6.3 If the performances of the manpower services provided by the service provider are not found satisfactory in the initial trial period or at any time thereafter, the Institute shall have the power to terminate the contract without notice. Upon such termination, the performance guarantee of the service provider shall be liable to be forfeited.

6.4 In case of termination of the contract not related to (a) act or omission of the service provider,(b) noncompliance of statutory liabilities and obligations by the service provider(c) related to performance of the service provider, the Institute will give a notice of termination of the contract at least 30 days before the intended date of termination of the contract.

7. MISCELLANEOUS:

- i. 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. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.

8. The Second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere in Cafeteria. 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.

9. 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.

10. All personnel/employees/workmen employed by Second Party shall be, preferably, in the age group of 21 – 50 with good health and sound mind. The personnel/employees/workmen of Second Party shall be liable to security screening by the Security Staff deployed by First Party.

11. Second Party shall appoint fully qualified and competent workers as per the requirement and eligibility mentioned in Section VI of the tender document, to ensure that the services rendered by them are the best.

12. The employees employed by Second Party shall always be under the direct and exclusive control and supervision of Second Party .Adequate and necessary numbers of employees / workmen are deployed by Second Party for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Second Party to ensure that employees/workmen, deployed by it, fulfil 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.

13. The Second Party shall furnish the following documents in respect of the individual manpower who will be deployed to Cafeteria before the commencement of work:

a. List of Manpower short listed by Second Party for deployment at Cafeteria containing full details

i.e. date of birth, marital status, address etc.;

b. Bio-data of the persons with passport size photograph

c. Character certificate from a Gazetted officer of the Central / State Government.

d. Certificate of verification of antecedents of persons by local police authority.

e. Their deployment will be only after the clearance from the security unit of First Party.

f. Medical fitness certificates by the authorised Medical attendant (s)

14. Any theft or damage caused due to negligence of Second Party shall be borne by Second Party. Appropriate amount of penalty after due consideration and hearing will be

imposed by First Party through an officer nominated by it, and the same will be deducted from the monthly bill of Second Party.

15. First Party will not be responsible for any injury, accident, disability, or loss of life to employees of Second Party 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 Second Party. 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.

16. 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 Second Party. In this regard Second Party at all-time should indemnify 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 First Party authority for verification and record.

17. Second Party will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by it to the Cafeteria 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. Second Party should keep the First Party 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.

18. The Second Party shall be solely responsible for the redressal of grievances of the persons employed. First Party shall in no way be responsible for settlement of such issue.

19. First Party shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by Second Party in the course of their performing the functions/duties, or for payment towards any compensation.
20. The manpower deployed by Second Party for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of First Party during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by Second Party shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in First Party. Second Party should communicate the above to all the manpower deployed in the premise of First Party by Second Party.
21. 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 Second Party by First Party.
22. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof First Party is put to any loss / obligation, monetary or otherwise, First Party will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Second Party, to the extent of the loss or obligation in monetary terms.
23. 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 First Party at the time of the dispute.
24. 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.
- 25.** All correspondence pertaining to this contract shall be addressed to the authorized representative of the First Party.
- 26.** All the litigations will be subject to the jurisdiction of courts at Varanasi.
- 27.** The NIT (notice inviting tender), Bid documents (Technical and Financial), Schedule of requirement, Scope of work 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.

28. GTAC Management committee can undertake surprise inspection to evaluate hygiene, cleanliness, and other parameters. Penalty may also be imposed for deviations/deficiencies.

29. The successful bidder should ensure that no outsiders should be allowed to avail the services of IIT (BHU) Cafeteria

M/s

for and on behalf
Indian Institute of Technology
(Banaras Hindu University) Varanasi

Second Party

First Party

Service provider

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

Items required to be placed in Cafeteria :-

- 1. Room Fresheners**
- 2. Napkins**
- 3. Hand Wash (Dettol)**
- 4. Hand -Towels**
- 5. Dustbins**

FORMAT FOR 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 (Procuring Entity) has invited tender vide Tender No..... dated..... for procurement of AND WHEREAS the said tender document requires that eligible successful bidder (Service Provider)..... wishing to supply the service.....

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. Three Lakh only. 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 Service Provider, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the Service Provider) 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 (Service Provider) fails to abide by any of the conditions referred to in tender document / Award of Contract, 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 (Procuring Entity) as to whether the said bidder (Service Provider) 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 (Service Provider) and/ or Indian Institute of Technology (BHU), Varanasi (Procuring Entity). **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:

BID SUBMISSION

Online Bid Submission:

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)			
S.No.	Document	Content	File Types
1.	Technical Bid	Completely filled in and duly signed Technical Bid Proforma as provided in Section IX of tender document, Technical Compliance Sheet, Bidder information form, Pre-bid Attendance Certificate	.pdf
2.		Organization Declaration Sheet, Compliance sheets for Essential Criteria and Checklist given in tender document	.pdf
3.		Tender Acceptance	.pdf
4.		List of organizations/clients where the services have been provided along with their contact number(s).	.pdf
5.		All other supporting documents as required in Technical Bid as per Section VIII & Section IX and Technical Compliance Sheet given in tender document	.pdf
6.		Tender fee & EMD submission proof	.pdf
7.		Other Documents, as required by the tender	.pdf
Cover 2			
S.No.	Document	Content	File Types
1.	Price Bid	Duly filled and signed financial bid proforma Part A as well as Part B as per Section IX (Price Bid)	.pdf

Technical Compliance Statement

S.No.	Description	Yes/No
1.	3 (Three) years of experience { in preceding 5 years i.e. 2019-2024} in providing catering services in cafeteria in IITs/IIMs/IISERs/NITs/IITs/Central universities/Other CFTIs/PSUs/State Universities for a minimum of sitting capacity of 50.	
2.	ISO 9001-2000 certification & FSSAI License No.	
3.	At least 1 successful completed contracts { in preceding 5 years i.e. 2019-2024} in providing catering services in cafeteria in IITs/IIMs/IISERs/NITs/IITs/Central universities/Other CFTIs/PSUs/State Universities for a minimum of sitting capacity of 50.	
4.	At least 1(One) ongoing contract { in preceding 5 years i.e. 2019-2024} in providing catering services in cafeteria in IITs/IIMs/IISERs/NITs/IITs/Central universities/Other CFTIs/PSUs/State Universities for a minimum of sitting capacity of 50.	
5.	Average annual turnover of Rs.25 Lakhs or more in the last three financial years exclusively for catering services.	
6.	Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report for the preceding three financial years (2021-22 to 2023-24)	
7.	Valid PAN and GST Number	
8.	ESI and EPF Registration Number	
9.	Proof of either the Registered Office or one of the Branch Offices of the bidder should be located in Uttar Pradesh	
10.	Affidavit stating that the agency has not been blacklisted by Central Government/ State Government/ any PSU in last three years	
11.	Satisfactory Certificate from last Two Major Client	
12.	Declaration about fraud and corrupt practices (Duly signed and attested)	

**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM
TAKING PART IN GOVT./PSU/CAB 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 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 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 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

(Letterhead of the bidder)