



INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS -110016

Tender Ref. No.- **IITD/WORKS(SP-1624)/2018**

Dated : 18/04/2018

Tender for Empanelment of Catering Services for a period of 2 years

Indian Institute of Technology Delhi (IITD) invites online tender under two bid system from reputed and experienced agencies, for providing food catering services for a period of 2 years at IIT Delhi.

Tender Details:

1.	Tender No. IITD/Works(SP-1624)/2018 Dated :- 18/04/2018			
2.	Name of Work	Tender for Empanelment of Catering Services for a period of 2 years		
3.	Type of Tender	Cost of Tender in INR	EMD in INR	Contract Period
	Item Rate	1,500.00/-	50,000.00/-	2 Year
4	Payments such as Tender Cost, EMD are to be made online as per detail provided in schedule page 2			

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>

Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

Tenderer can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them 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 the next page.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the e - procurement portal).

Schedule

Name of Organization	Indian Institute of Technology Delhi
Tender Type(Open/Limited/EOI/Auction/Single)	Open
Tender Category(Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/ Buy/ Empanelment/Sell)	Services
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Catering service
Is Multi Currency Allowed	No
Date of Issue/Publishing	18/04/2018(15:00Hrs)
Document Download/Sale Start Date	18/04/2018(15:00Hrs)
Document Download/Sale End Date	02/05/2018(15:00Hrs)
Pre-Bid meeting	24/04/2018 (15:00 Hrs) in the office of Dean (infra)
Last Date and Time for Uploading of Bids	02/05/2018(15:00Hrs)
Date and Time of Opening of Technical Bids	03/05/2018(15:00Hrs)
Tender fee	Rs.1500/- (One Thousand five hundred only). (To be paid through RTGS/NEFT. IIT Delhi Bank details are asunder: Name of the BankA/C : IITD Revenue Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, NewDelhi-110016 IFSC Code :SBIN0001077 MICR Code :110002156 Swift No. :SBININBB547 (This is mandatory that UTR Number is provided in
EMD	Rs 50,000.00/- (Rs. Fifty Thousands Only) in favour of Registrar IIT Delhi.
No. of Covers(1/2/3/4)	02
Bid Validity days(180/120/90/60/30)	90 days (From last date of opening of tender)
Address for Communication	Assistant Executive Engineer [C], work section IIT Delhi, Hauz Khas, New Delhi –110016
Contact No.	011-26596237
Email Address	a26516@admin.iitd.ac.in>

Assistant Executive Engineer(C)

Chairmen

Member (1)

Member(2)

Member (3)

Special Invitee

2. Time line for food catering tender

S.N.	Task	Date
1	Release of tender notification in IITD website e-procurement site.	18/04/2018
2	Pre-Bid meeting with bidders in the office of dean (infra) at IITD .	24/04/2018
3	Last date for submission of technical and commercial bids through e-procurement	02/05/2018
4	Opening of Technical Bids	03/05/2018
5	Verification of documents	
6	Visiting & Inspecting of Bidders premises	
7	Completion of evaluation of technical bids	
8	Opening of Commercial Bids	
9	Issue of Letter of intent	
10	Submission of PG	
11	Signing of contract	
12	Start of Catering services contract	

Instructions 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 to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<http://eprocure.gov.in/eprocure/app>

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid

documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

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

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
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 1800 233 7315.

General Instructions to the Bidders

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

ANNEXURE-I**<< Organization Letter Head >>****DECLARATION SHEET**

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification. This is certified that our organization has been authorized (Copy *attached*) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty. The prices quoted in the financial bids are subsidized due to academic discount given to IIT Delhi.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
8 UTR No. (For Tender Fee)	
9 UTR No. (For EMD)	
10. Bank details of bidder (Name of Bank)	
11. Bank Branch Address with Phone No.	
12. IFSC Code	
13. MICR code of Bank	
14. Bank Account No	
15. Type of Bank account	

Terms and Conditions of the contract

A. Information relating to submission of Bids

1. Tenders are invited for providing Catering services as mentioned in this document of IITD. from the agencies that fulfil the criteria given below.
2. The period of contract under the scope of work shall be initially for a period of one year, which can be further extended by mutual agreement for a period of two years on yearly basis or less with the same terms and conditions depending on satisfactory performance of the Agency and at discretion of IIT.
3. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from www.IITD.org.in and www.eprocure.gov.in.
4. A copy of the terms and conditions shall be signed on each page and uploaded with the technical bid as token of acceptance of terms and conditions.
5. The bidder shall pay EMD of Rs 50,000.00 (Rupees Fifty thousand only) online as per the detail given.
6. The Earnest Money Deposit shall be returned to the unsuccessful bidders after finalisation of contract without any interest.
7. As a guarantee towards due performance and compliance of the contract work, the EMD deposited by successful agency will be adjusted towards Security deposit.
8. The bid shall be valid and open for acceptance of the Competent Authority of IITD for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
9. To assist in the analysis, evaluation and computation of the bids, the IIT may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
In case two or more agencies are found to have quoted the same rates, the Competent authority IITD shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
10. The quoted rates shall be such that it takes care of the minimum wages of Govt of Delhi and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of a Income Tax, Employer EPF contribution, ESI contribution, bonus, insurance, leave salary and any other applicable statutory contribution. GST shall be paid extra.
11. IIT reserves the right to accept or reject any or all bids without assigning any reasons. IIT also reserves the right to reject any bid which in its opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
12. Financial bids of only those agencies will be opened who qualify in the Technical bids.
13. The tender document is not transferable under any circumstances.
14. Lowest Bidder will be taken on the basis of minimum of rates quoted by the bidder in Financial Bids.
15. Any changes wrt this tender will be notified through website (Tender Section in www.iitd.org.in).
16. All cost incurred in connection with submission of bids like preparation, submission, mailing, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc shall be borne by the bidder. IIT will not be responsible / liable for the same regardless of the outcome of the tendering process.
17. The bid can only be submitted after uploading the mandatory scanned copy of documents as listed below on <http://eprocure.gov.in/eprocure/app/NEFT> facility.
18. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has submitted online EMD, Tender Fees and other documents scanned and uploaded are found in order.

19. The bid submitted shall become invalid if:
- a. The bidder is found ineligible.
 - b. The bidder does not upload all the documents as stipulated in the bid document including the proof of EMD & Tender fee payment.
 - c. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.

B. Eligibility Criteria & Document submission: The following is the minimum eligibility criteria for the caterer to participate in the tender **“for providing Food Catering service to Indian Institute of Technology Delhi”**

- i. Should be based at Delhi NCR and with the registration of catering services under the relevant statutory /Act, either as a sole proprietor or a registered firm or a company to run food catering services.
- ii. Should be free from all encumbrances, liabilities, disputes and litigations with respect to its ownership and shall have all required approvals/permissions from the competent authorities to participate in the bidding process:-
- iii. Valid Food license issued by Food Safety & Standard Authority of India (FSSAI) .
- iv. Firm registration certificate.
- v. Trade & Labour License.
- vi. GST registration Certificate.
- vii. ESI & EPF Registration Certificate.
- viii. Copy of pan card.
- ix. Experience of serving to any Government educational institute / any PSU bodies/ Ministries/ Government Department of a single order of not less than **500 paxs** per meal during previous Financial year (FY 2017-18) – copies of work order/ PO & testimonials to be submitted.
- x. The food Caterer should have executed Single / Multiple contracts totaling to a minimum of **Rs.25 Lakhs** in a single financial year in any of the last Three years (FY 2015-16, 2016-17 & 2017- 18) – latest audited financial statements certified by CA for a period of 3 years to be submitted.
- xi. A declaration to the effect that the Caterer has not been blacklisted by any of the Organization at any point of time and no criminal/civil case is pending against the said Caterer.
- xii. Proper Kitchen (not in temporary shed / hut/partially constructed) with all required safety & fire hazards.
- xiii. Modern Kitchen equipment in the food preparation area.
- xiv. Food preparation area should be within radius of 10 kms from Indian Institute of Technology Delhi Campus.
- xv. An undertaking signed by the authorized signatory stating that all the terms and conditions given in the document “Tender for food catering services” No. IITD/Works(SP-02)/2018 dated 18/04/2018 are acceptable.
- xvi. All the supporting documents that will be uploaded in the e-procurement portal should be self-attested by the authorized signatory of the firm.

C. Pre-Bid meeting: A Pre bid meeting will be conducted at IIT DELHI in the office of Dean (infra) as per the “Timelines for food catering tender” Interested bidders who would like to seek clarifications may attend the meeting.

D. Food Serving Timings:

***Timings may vary based on the Schedule which will be informed in advance. Location for serving food on various day may also vary based on the Schedule which will be informed in advance.**

- i. The food should reach the venue 15 minutes before the scheduled time. No Delay will be entertained under any circumstances. However, the request for delay may be considered in unavoidable circumstances with prior information or approval from the competent authority of IITD.
- ii. The count of participants in each location for serving the food will be provided by IITD representative on event to event basis.

E. Items to be prepared LIVE: Items like Puri, Phulka, Dosa, Chapati, Omlet or any other food item (which are required to be cooked LIVE) should be prepared "LIVE" in the respective locations mentioned above based on the menu. The Caterer is responsible for arranging required cooking equipment for preparing items "LIVE. Maintenance of the cooking equipment is the responsibility of the Caterer only.

F. Manpower Deployment: The Caterer required to deploy the required manpower for IITD events at all timings when the food is served. The basic cleaning should be taken care by the Caterer only.

G. Cutlery / Crockery for serving food: The Caterer should provide good quality and required number of Cutlery/Crockery items like Glasses, serving bowls, plates etc., for serving the food at all locations. Replenishing of the items due to breakage/damage is the responsibility of the Caterer only.

H. Grooming: The Caterer should ensure that the team follows the uniform with shoe polished, wear the head caps and hand gloves. The male member should present themselves with neatly shaved face.

I. Dustbins with Garbage covers: The Caterer should provide required dustbins and garbage covers at all the locations at food serving area and the disposal of garbage on daily basis is the responsibility of the Caterer only.

J. Medical tests & Insurance: Persons who prepare / serve food should maintain high degree of cleanliness and personal hygiene. They person deployed shall be medically fit and suitable to cook and serve. They should be comprehensively insured by the Caterer for any accidents and injuries.

K. Food Test Reports: The Caterer should, at his own cost, get the food tested at the laboratory specified by IITD and furnish a report of suitability as and when demanded by IITD.

K. Inspection of Kitchen: The Caterer should allow IITD representatives to inspect / check the kitchen at periodical intervals.

L. Other Terms and Conditions: IITD reserves the right to accept or reject any or all the tenders or cancel this process at any time without assigning any reason whatsoever.

- a. The bidders, who do not meet the eligibility criteria; or do not submit all the necessary documents in support of the eligibility criteria; or do not submit documents that are complete and valid - shall be disqualified and they would not be invited for participating in commercial bidding (later stage) through e-Procurement. The bid offer shall be valid up to 90 days after closing date of the Tender.
- b. Deviations from, or objections or reservations to critical provisions such as those concerning qualification criteria, maintenance of premises, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honour the terms and conditions of lease etc. will be deemed to be material deviations.

- c. The bidder is expected to read all instructions, terms and conditions in the tender document. Failure to furnish all information required or to submit a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid. Incomplete bids, bids received late, bids not conforming to the specifications and instructions contained herein, will be rejected summarily.
- d. Prior to detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the tender document. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding/tender document and is without any material defects and deviations. If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the bidder by correction of the non-conformity. Only those bidders whose Technical bids have been found substantially responsive would be informed by the Institute about their responsiveness. The Institute will evaluate and compare the Price/Financial/Commercial bids of only those Technical bids which have been determined to be substantially responsive. The Institute will empanel the successful bidders who have been determined to have qualified in the technical and commercial evaluation based on L1 price.
- e. The Institute shall correspond only with the shortlisted bidders.
- f. Any form of canvassing/influencing will attract rejection of bid submitted by the bidder and the Institute reserves the right to take such penal action (e.g. blacklisting the Bidder for the present and future etc.) as it deems fit. Notwithstanding anything contained above, the Institute reserves the right to reject all or any bid as recommended by the Tender Committee and is not bound to divulge any reason to the unsuccessful bidders.

M. Statutory Requirements:

- a. The Caterer shall be solely responsible to comply with all Acts, Laws, Rules and Regulations, as may be applicable from time to time in respect of running of the Canteen and shall pay all taxes, debts and / or levies as may be levied by the appropriate Government / Local Bodies and other authorities in this regard, and the Caterer shall indemnify the Institute against all claims, loss, damage and costs thereof in case of any breach of any of these Acts, Laws, Rules and Regulations.

The Caterer shall fully indemnify the Institute for any default or non-observance by the vendor or any of their representatives of any of the provisions of the above mentioned enactment and the rules framed thereunder. Even though the catering vendor shall be solely liable for the settlement of any claim made by any person due to the non-observance by the vendor of any of the provisions or otherwise of the enactments cited, the Institute reserves its right to settle directly any amount due by the vendor as mentioned above and to recover such amounts from any of the amounts payable by the Institute to the catering vendor or in the absence of the same as debt due to the Institute by the vendor

- b. The Caterer shall have separate ESI/EPF code number on their own name and ensure prompt payment and submission of related returns on time to the authorities concerned and produce documentary evidence to that effect. The vendor should ensure that all workers have separate EPF and ESI Code number. The vendor should ensure remittance of EPF and ESI, to the respective accounts of the individual workers. IITD reserves the right to check the records.
- c. The vendor shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Institute. The Contract / Agreement is NON-TRANSFERABLE
- d. The vendor shall comply with all the terms and conditions and ensure supply of the prescribed quantity and quality of food items during the service timings and in the event of any failure or breach of any of the conditions by the Service Provider and in case of deterioration in the quality of the food items or reduction in the quantity thereof, IITD shall be at liberty to cancel the empanelment.

N. Evaluation of bids :-

The authorized Committee of the Institute will visit and inspect the technically qualified bidders (as per the eligibility criteria specified below) premises to inspect food preparation area, to check hygiene factors, to check the availability of required kitchen equipment & all other requirements to serve the food to the Institute.

O. TECHNICAL BID EVALUATION PROCESS

Sl. No.	Details	Points
01	Valid Food License, Firms Registration Certificate, Trade License, Labor registration certificate, GST registration, EPF & ESI registration certificates issued by Competent Authority of Government of India	20
02	Availability of Modern Kitchen Equipment, Hygiene factors, Maintenance of kitchen & cleanliness etc.	10
03	Previous Experience in serving to any reputed Educational Institute not less than Graduate/Engineering colleges Level/any corporate body/any PSU body	20
04	Caterer should have executed Single / Multiple Total Contract Value of 25 Lakhs in a single financial year during any previous years	20
05	Proximity to the IITD Campus	10
06	Presentation	20
	Total	100

The minimum score required to be eligible: 70 points

P. Performance Bank Guarantee:

- The EMD of successful bidder will be converted into performance guarantee.
- Performance Guarantee will be forfeited if the firm fails to perform any of the terms or conditions of the contract, besides the firm may also be blacklisted
- Performance Bank Guarantee amount will be refunded to the Caterer without any interest, whatsoever after it duly performs and completes the contract in all respects

Q. Bill Payments:

- The Caterer is required to maintain all records with regard to the supply of food and should get it verified by IITD representative on regular basis.
- Payments shall be made on monthly basis through online mode within 30 working days on receiving the bills/invoices with all supporting documents from the caterer.
The caterer shall not be entitled to any increase on the quoted rates.
- The unit rates quoted remain same in the entire period of contract.

R. Contract Period:

- The contract will be for a period of One YEAR which will be extended for another one year on the basis performance and feedback received.

- b. During the contract period, Institute will not entertain any request for revision of rates due to reasons such as increase in costs, wage revision in the Minimum Rates fixed by the local authority.

S. Terms for Termination of Contract: The food catering contract can be terminated by either side by giving a notice of not less than 60 days in advance without showing any reason for the termination of the contract.

T. Mode of Issue of Notice:

Any notice sent by Speed Post only by either party to the addresses recorded in the Food catering contract agreement shall be deemed to have been properly served for any of the purposes mentioned herein.

- U. Arbitration:** In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be referred to the Sole Arbitrator to be appointed by the Director, IIT Delhi as per the relevant Act and the award of the Sole Arbitrator will be binding on both the parties. The cost of such arbitration shall be shared by both the parties equally. Further, any legal dispute arising shall be settled in the court of competent jurisdiction located within NCT Delhi.

List of Documents to be Scanned and uploaded within the period of bid submission:

1. Proof of online Payment of EMD
2. Proof of online Payment of Tender Fees
3. Copy of Food license issued by FSSAI.
4. Firm Registration certificate.
5. Trade & Labor License.
6. Copy of Pan Card.
7. Certificate of Registration of GST and acknowledgment of up to date field return of GST.
8. Copy of ESI & EPF Registration.
9. Audited copy of turn over of last three financial year (2015-2016, 2016-2017, 2017-2018) certified by CA.
10. Proof of serving to any Government educational institute/ any PSU bodies/ Ministries/ Government Departments .
11. Declaration on stamp paper to the effect that Firm has not been blacklisted by any of the Organization at any point of time and no criminal/civil case is pending against the said Firms.
12. An undertaking on firm letter head signed by the authorized signatory stating that all the terms and conditions given in the document “Tender for food catering services” are acceptable.

Annex-II
DRAFT AGREEMENT

This agreement is made on _____ day of _____ Two thousand fifteen between IIT Delhi, as one part, hereinafter called IIT and M/s _____, having its registered office at _____ hereinafter called the 'Agency' for providing Catering services.

WHEREAS the IIT is desirous to engage the Agency for providing Catering Services on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, insurance etc relating to Catering Services personnel deployed in IIT Delhi. IIT Delhi shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at IITD. The IITD shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two months notice on either side.
5. In case of non-compliance with the contract, IITD reserves its right to:
 - a) Cancel/revoke the contract; and/or
 - b) Impose penalty upto 10% of the total annual value of contract in case repeated complaint are received about quality of Food or Behaviour.
6. Security deposit of Rs. 50,000/- (refundable without interest after three months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to their personnel deployed in IITD.
8. The Catering Services personnel deployed by the Agency will not claim to become the employees of IITD and there will be no Employee and Employer relationship between the personnel engaged by the Agency and in IITD.
10. There would be no increase in rates payable to the Agency during the contract period. The Agency agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of IITD in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and IITD, IITD shall have the right to decide. However, all matters of jurisdiction shall be at the high court/IIT Delhi

THIS AGREEMENT will take effect from _____ day of _____
Two thousand fifteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their
Seal in Delhi in the presence of the witness:

For and on behalf of BOG IIT Delhi.

Witness: 1.
2.

AGENCY

Witness: 1.
2.

Annex-III
Bid Submission

ONLINE BID SUBMISSION:

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

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Proof of online Payment of EMD	.PDF
2.		Proof of online Payment of Tender Fees	.PDF
3.		Copy of Food license issued by FSSAI	.PDF
4.		Firm Registration certificate.	.PDF
5.		Trade & Labor License	.PDF
6.		Copy of Pan Card	.PDF
7.		Certificate of Registration of GST and acknowledgment of up to date field return of GST.	.PDF
8.		Copy of ESI & EPF Registration.	.PDF
9.		Audited copy of turn over of last three financial year (2015-2016, 2016-2017, 2017-2018) certified by CA.	.PDF
10.		Proof of serving to any Government educational institute/ any PSU bodies/ Ministries/ Government Departments .	.PDF
11.		Declaration on stamp paper to the effect that Firm has not been blacklisted by any of the Organization at any point of time and no criminal/civil case is pending against the said Firms.	PDF
12.		An undertaking on firm letter head signed by the authorized signatory stating that all the terms and conditions given in the document “Tender for food catering services” are acceptable.	.PDF
Envelope – 2			
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted in PDF format.	.PDF

FINANCIAL BID
(In Envelope-II “Financial Bid”)

Catering Services for a period of 2 years

Sl. No.	Items (as per Details given in Food Menu - annex-IV)	Rate up to 100 pax (Rate per Person)	Rate up to 250 pax (Rate Per Person)	Rate up to 500 pax and beyond (Rate Per Person)
1.	Breakfast			
2.	Mid Session Tea /coffee with Cookies & Snacks			
3.	Lunch/ Dinner (Veg/ Non Veg)			
4.	Special Lunch/ Dinner (Veg/ Non-Veg)			
5.	High Tea-			
6.	Tentage and seating arrangement			
	Total (1 to 6)			
	Add GST			
	Grand Total			

- Note: i) No other charges would be payable by IIT Delhi.
 ii) There would be no increase in rates during the Contract period.
 iii) For calculation of Lowest one the total of 1 to 5 above will be considered as a single unit.

(Signature of Tenderer with seal)

Chairmen

Member (1)

Member(2)

Member (3)

Special Invitee

Annex IV

FOOD MENU

Description	Items to be served	Basic	Special
Breakfast			
	Juices	1	2
	Fresh Fruit Platter- (Minimum Fruits)	2	3
	Egg Preparation	1	2
	Bread/Butter/Jam (Indian Snacks)	2	2
	Baked Items	2	2
	South Indians	2	3
	Black Tea, Green Tea, Coffee, Bottled water	all	all
Lunch/Dinner			
	Soup	1	2
	Paneer dish	1	2
	Non-Veg	1	2
	Seasonal Vegetable	2	3
	Saute Vegetable- (Continental)	-	1
	Dal Preparation	1	2
	Rice Preparation	1	2
	Assorted Indian - Breads	2	3
	Desserts	2	3
	Mocktails	-	2
	Curd Preparation	1	2
Black Tea, Green Tea, Coffee, Bottled water	all	All	
High Tea			
	Wafers	1	1
	Snacks (Packed/Fried/Fresh)	2	2
	Cake/Mini Pastry	1	2
	Black Tea, Green Tea, Coffee, Bottled water	all	All
Mid Season Tea			
	Assorted Cookies (Sweet & Salt)	2	-
	Black Tea, Green Tea, Coffee, Bottled water	all	all

Notes :-

Salads, Achaar, Chutney, Papad & other compliments will be included in all menus.

Chairmen

Member (1)

Member(2)

Member (3)

Special Invitee