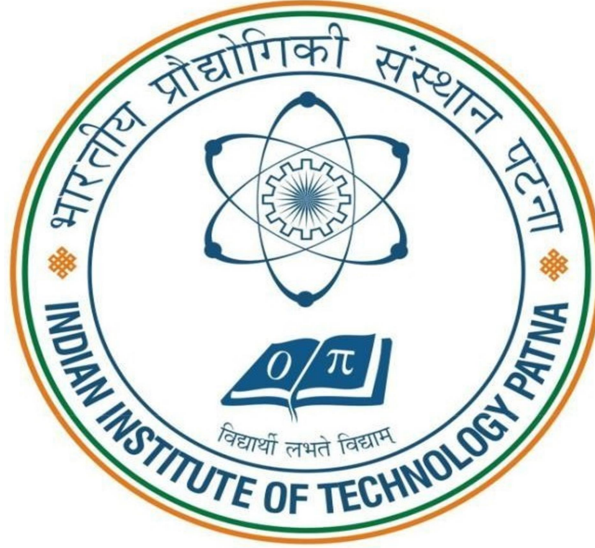


INDIAN INSTITUTE OF TECHNOLOGY PATNA



E-PROCUREMENT MODE
(www.eprocure.gov.in)

Tender Reference No.: IITP/MESS21/SA/2021/01
E-tender for **Mess in hostels of IIT Patna**

Documents to be submitted online only

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Section 1: TENDER NOTICE

Ref. No. IITP/MESS21/SA/2021/01

DATE:. 02/07/2021

Last date for submission of Tender: 03.00 PM on 23/07/2021

Indian Institute of Technology Patna (IIT Patna), invites online tenders in the prescribed format for pre-qualification and empanelment from reputed restaurants owners and mess catering agencies having relevant experience in running canteens, hostels, messes, restaurants and mess catering services etc., for **providing** dining services to the students of various hostels of the Institute at a **fixed rate and menu** decided by the institute. Applicants should have the minimum pre-qualification criteria as mentioned in **SECTION-5**.

The agency shortlisted based on the evaluation criteria as mentioned in **SECTION-9** shall be required to make a presentation before a designated committee. The selected agencies shall be empanelled initially for one year, which can be extended for two more years on yearly basis based on satisfactory performance and at the discretion of the institute. During this period, the work of providing catering in different hostels shall be awarded as mentioned in **Section 10**.

Interested agencies can download the tender document from CPP Portal (eprocure.gov.in) or the institute website (www.iitp.ac.in). Bidders for catering services should submit a Security Deposit Undertaking in a format attached as Annexure-10.

A pre-bid conference will be held on. **09/07/2021 at 3:30 PM** in the meeting room of the registrar office, IIT Patna, to answer any questions of willing bidders and to facilitate dates for site visits. The last date of submission of tender is **23/07/2021 up to 03:00 PM**. Bidders may appear for online interaction for which prior request has to make in advance.

The interested firms meeting the pre-qualification criteria are required to submit their tender online on CPP Portal only. Any hard copy will not be entertained.

The committee will examine the technical documents and decide the suitability as per the requirements and terms and conditions and short-list the firms by **30/07/2021**. The final selection of the caterers will be based on a weighted criteria system to be derived from the tender documents and personal interviews and presentations. The tentative date of presentation and interview is **05/08/2021**. **The decision of IIT Patna will be final in awarding the contracts.**

IIT Patna reserves the right to cancel the tender at any time without assigning any reason.

Registrar

<u>Section 2 :</u>	<u>Summary Sheet</u>
Tender Reference Number& Date:	IITP/MESS21/SA/2021/01 & Date : 02/07/2021
Issue of Tender Forms:	Tender Documents can be downloaded from CPP Portal (eprocare.gov.in) or the Institute's website (www.iitp.ac.in).
Earnest Money Deposit (EMD):	Bidder has to furnish a "Bid Security Declaration" in the format given in Annexure 10
Submission:	Tenders are to be submitted online on CPP Portal (eprocare.gov.in) only. Any document in hard copy will not be entertained.
Pre-bid conference	09.07.2021 at 3:30 PM in the meeting room of the registrar office, IIT Patna, Bidders may appear for online interaction for which prior request has to make in advance
Tender Publishing Date:	02/07/ 2021 up to 03:00PM
Tender Downloading & Submission Start Date:	02/07/ 2021 up to 03:00PM
Last Date of Submission of Tender:	23/07/ 2021 up to 03:00PM
Opening of Tender:	26/07/ 2021 at 3:30 PM
Date of Presentation and Interview:	05/08/2021
Contact Person and Address for enquiry	Deputy Registrar, Student Affairs, IIT Patna
Contact Phone Number (s):	+91-06115-233- 067
E-mail Address:	dr_sa@iitp.ac.in
Website:	www.iitp.ac.in

Section 3:

Brief Description of the Scope of Works
(See Section 4 for more details)

1. Indian Institute of Technology Patna (IIT Patna) is a premier technological institute in the country having three hostels, Boys and Girls hostel, to accommodate more than 1800students.
2. The Institute will presently outsource the catering services in 3 hostels (4 messes), each having **approximate** seats as provided in Table 1. There may be some variations ($\pm 30\%$) across the years.

Table1: Approximate strength of individual messes

Sl. No.	Name of the Hostel Mess	Strength (Approximate)
1.	Mess 1 (Kalam Hostel)	500
2.	Mess 2 (Kalam Hostel)	500
3.	Mess 3 (Asima Hostel)	200
4.	Mess 4 (Raman Hostel)	600

- a. Three distinct vendors with top technical scores will be awarded messes for catering service.
- b. Contract of Mess-3 will be awarded to the vendor providing service either in Mess-1 or Mess-2. This decision will be taken by the Institute.

It should be noted that one caterer will be allotted only one of the messes (See section 10 for details).

3. **The hostel messes will operate in a competitive mode** to attract more students. Every month, students will get an option to choose mess, with maximum capacity in one mess as 130% of the specified number of subscribers in that mess (Mentioned in Table1).
4. The mess food contract requires preparing and serving food at a fixed daily rate (including all charges related to manpower, services, safety, hygiene standards etc., but exclusive of indirect taxes levied by central/ state government) for a comprehensive menu.
5. IIT Patna will not change meal rate due to temporary changes in raw material cost due to several market factors/conditions such as inflation, tax changes, and temporary price increase due to short supply of the raw material, strikes, or any natural calamities.
6. IIT Patna reserves the right to add, delete and modify the terms and conditions at any point of time.

Section 4: Detailed Description of the Scope of Works

4(a) General Conditions of the contract

1. The caterer submitting the tender would be deemed to have considered and accepted all the terms and conditions of the contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. Duration of Contract: The contract shall be valid initially for one year and which may be extended for a further period of 2 years on half yearly basis on satisfactory performance, student feedback and competent authority's approval. (See point 5 of section 9 for details). During this process, the authority may change the service provider in hostel messes based on the recommendation of a performance review and evaluation committee. By accepting any work order related to this tender from IIT Patna, the contractor will be deemed to have entered into the agreement with IIT Patna by accepting all the terms and conditions mentioned herein. There will be no separate agreement signed between the parties.
3. A Security Deposit (SD) as per institution instruction for each hostel mess is to be deposited by the caterer to execute the contract document at the beginning of the contract period. No interest is payable on the Security Deposit.

SD@3% of the contract value should be deposited at the time of award of contract. No interest will be paid on the Security Deposit Amount.

4. **a. The rate of comprehensive meals per day per student shall be ₹ 117.00 (Rupees one hundred seventeen only) + GST. The fixed rate is inclusive of all charges related to manpower, services, safety, hygiene standards etc. but exclusive of indirect taxes levied by the central/ state government.**
b. There will be no add-ons available, however, a live counter facility will be provided on an extra charge basis as mentioned in Annexure- 11
c. The aforementioned fixed rate shall be in force for one year from the date of the start of the mess. The rate may be reviewed (increase/decrease) by the authority if the caterer continues to serve for subsequent years, considering any proper justification and general consumer price index. The service provider should abide by the reviewed decision of the Authority.
5. Whether a student takes food in the mess or not, unless otherwise permitted (Refer to next point), each student will pay the fixed comprehensive menu rate plus taxes for the entire semester duration as mentioned in point number4(a).
6. **Mess Fee Refund:** Residents in the hostels who will be expected to remain away from the hostel for at least three (03) days, will have to intimate the hostel office at least two (02) working days prior to their leaving the hostel. Any such applications will have to be forwarded by the supervisor/faculty adviser, as the case may be, and to be submitted to the respective hostel office. Such application will then be forwarded to the mess food contractor after having a record of the same in the Hostel Office. The hostel office will make sure that the application is reached to the contractor one day before the student leaving the hostel. In such cases, a full refund on the mess food bill for that period of absence will be awarded to the resident and pro-rata

deduction of the same will be made from the bill of the contractor.

7. Any such applications for mess fee refund without prior intimation to the hostel office will not be entertained in any circumstances.
8. Mess manager must maintain a mess-off register in which month-wise student's absence should be recorded.
9. The caterer has the responsibility to bring the workforce to prepare and serve food, clean utensils, plates, cooking material, kitchen, corridors, serving area and common dining hall, to load and unload material and any other mess related work.
10. Maintaining cleanliness and hygiene of kitchen, utensil-cleaning area, corridors, serving area and common dining area will be the sole responsibility of the agency engaged for catering services in respective Mess.
11. At end of every month, the contractor will pay the salary and all labour related benefits (PF, ESI, applicable bonus, etc.) to their workers in his/her bank account based on their attendance record and submit a comprehensive bill with all salary payment records (including bank statements) to the warden office, only upon which bill process will be done. In any circumstance cash payment to workers is not allowed.
12. The mess contractor must have necessary tax registration (e.g. GST registration, etc.) for catering purposes. The total tax levied on food has to be separately mentioned in the food bill raised by the mess contractor. The vendor will provide the necessary registration certificate as per section 7-point number: 7(ii).
13. The comprehensive menu fixed by the institute is mentioned in Tables 2 and 3 of this document.
14. The agency providing catering service in the messes (the mess contractor) shall be required to provide four times food services per day, which is, breakfast, lunch, evening tea with snacks and dinner. The comprehensive menu with the meal plan may be revised from time to time based on students' feedback, and to account for seasonal availability of raw materials.
15. The institute reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The Contractor will also have to serve a notice of one month if he/she wishes to terminate the contract, however, the end date of service will be decided by the institute, based on the availability of other contractors.
16. At any time during the contract period, if it comes to the notice of the IIT Patna that the contractor has misled this office by way of giving false/incorrect information which has been material in the award of the contract, the contract shall be liable to termination without any notice besides other legal action as per law and Institute will forfeit the security deposit of the concerned Mess contractor.
17. The contractor shall not sublease full or part of the contract. If found subleased, leads to blacklisting of the vendor and penalize by the institute as mentioned in Section4(h).
18. Violation of rules mentioned above leads to the penalty specified in Section4(h).

4(b) Mess facilities and maintenance

- 1 IIT Patna will provide water for cooking, washing, cleaning and drinking water through a water filter-cum-purifiers. IIT Patna will also provide necessary kitchen equipment and cooking accessories. Maintenance of the provided items is full responsibility of the caterer, with no financial responsibilities on IIT Patna. Repairing of any damaged kitchen equipment and cooking accessories shall be the responsibility of the concerned Mess contractor. All such repairing must be done within 07 days of such reporting, failure which, same must be replaced by the vendor with the new one.

2. Cleaning/Washing of utensils and crockery items and keeping the mess premises neat, clean, and hygienic are the responsibilities of the mess contractor. The kitchen(s) are to be well maintained. Hygiene, cleanliness and presentation of high standard of not only the mess kitchen and dining rooms but also the staff should be given the topmost priority.
3. **In case of any loss to the provided kitchen equipment, furniture, utensils and other accessories within the contract period, these items should be replaced by a newly purchased similar item to the satisfaction of the issuing authority.**
4. The entire activity of the caterer shall be limited within a marked area (to be notified separately to the successful firms) of the assigned hostel(s) meant for dining, cooking, storing, cleaning, and preparation areas.
5. Each hostel is provided with a block gas connection with attached (empty) cylinders. The cooking gas set-up will be given to the caterer for proper use, handling, and maintaining safety.
6. Filling and refilling of these cylinders are the responsibility of the caterer at his own cost. These cylinders can be refilled at the rates under NDE (Non-Domestic Exempted) category. However, it is the responsibility of the caterer to refill the cylinders as per the Government norms and prices.
7. Periodic cleaning of fixtures (including lights, fans and other equipment) shall be carried out bimonthly by the caterer, maintaining the record which will be checked by the hostel management.
8. The caterer must make his own arrangements for housekeeping of the dining and kitchen area allotted to him. The kitchen, washing area and stores shall be maintained neat and clean at all times.
9. Waste disposal is the responsibility of the Caterer. Caterer under no circumstances shall dispose of plastic and food waste into the drainage. Non-compliance with proper waste disposal will invite a penalty.
10. The caterer can temporarily construct or install additional fittings at their own cost inside the premises of the workplace with prior written approval from the competent authorities.
11. The following shall be the responsibilities of the caterer regarding hygiene and cleanliness:
 - a. cleaning and washing of plates, cutleries and utensils
 - b. cleaning and maintenance of kitchen equipment
 - c. keeping the mess premises and surroundings neat, clean and hygienic
 - d. periodic fumigation as and when required
12. IIT Patna shall provide the following free of cost to the caterer:
 - a. Water for cooking, washing and cleaning.
 - b. Drinking water through water filter-cum-purifiers.
13. The caterer has to pay the consumed bill amount as per the internal electrical meter installed inside the mess. The caterer has to pay the additional cost of water if he installs a dishwasher.
14. The inventory of articles shall be handed over to the successful Bidder/ Tenderer in good and working condition at the commencement of the contract. The Bidder/Tenderer shall be the custodian of this institute property and mess inventory

during the period of contract. Any loss to the inventory by way of misuse, breakage, theft etc. has to be compensated by repairing/replacing the inventory at the bidder's cost.

15. Similarly, the inventory in good condition shall be handed over by the Bidder/Tenderer to the mess committee on the expiry of the contract period. The security deposit shall be refunded only after a "**NO DUES CERTIFICATE**" is granted by the competent authority.

4(c) Catering

1. The caterer shall ensure quality catering, rendered courteously and promptly and is in accordance with the laid down guidelines.
2. Breakfast, Lunch, Evening Snacks, and Dinner are to be served as per the Comprehensive Menu and at the scheduled time. Adjustment of the time or menu is allowed with prior permission from the hostel office and student representative.

3. The mess timing:

Breakfast:	7.00 am to 10.00 am (8.00 AM to 10.30 AM on holidays)
Lunch:	12.30 pm to 2.30 pm
Evening Snacks:	5.00 pm to 6.00 pm
Dinner:	7.30 pm to 10.00 pm
This Mess timing should be displayed in the common dining area and the contractor should abide by that	

4. **The messes in all hostels mentioned under Table 1 will function throughout the year however** closing any mess during the vacations period will be decided by the Institute. The messes will not be allowed to be closed on any day, including holidays, for any reason whatsoever.
5. The hostel messes will operate in a competitive mode to attract more students. Every month students will get the option to choose mess, with maximum capacity in one mess as 130% of the specified number of subscribers in that mess (Mentioned in Table 1).
6. The food cooked in the dining facility shall not be taken out to other places beyond the respective mess premises. The contractor has the responsibility not to allow any students to take food outside the mess premises.
7. When circumstances warrant, the contractor shall be required to cater the large number of students at very short notice.
8. **Mess contractors have to arrange a QR code-based system for marking attendance during the meals using a smartphone or any other device.**
9. **Special meals (such as boiled food) must be provided on request to the ill hostel boarder hospitalized in the campus hospital or inside the hostel.**
10. **Mess contractor has to facilitate food without garlic and onion for some students upon demand. For the same, the information will be provided to the concerned Mess contractor one day before.**
11. The caterer shall ensure that all the safety precautions are properly taken during the process of cooking and serving. Special emphasis will be laid on fire safety norms and proper operation of electrical gadgets/instruments, fire-fighting equipment, etc. placed at the disposal of hostel mess.

4(d): **Workforce Policy**

1. **Mess workers should work in two shifts. Each shift must be consisting of 1 skilled cook/200 subscriber, 1 semi-skilled cook/150 subscriber& 1 helper/25 subscriber. If any worker leaves servicing, then within the next 2 days there should be another employee in his/her place otherwise his/her salary/day during his/her absence will be cut from the mess bill. The concerned Mess contractor will have the responsibility of monitoring and maintenance of attendance of the mess workers.**
8. **The caterer shall appoint the required working staff in the mess according to the previous point (No. 1) and shall display their details (Name, Designation, Category, Photograph) in the mess notice board with his/her approval signature and seal. The caterer shall also submit the details to the Institute security section, through Hostel Office with Aadhar card details within two weeks from starting the mess.**
9. The mess contractor has to employ its own supervisors/administrative staff at their own cost for raw items procurement, food preparation monitoring, accounting, outsourced worker payment and other related administrative activities. **Likewise, the mess contractor has to employ their own cooks at their own cost for food preparation.** IIT Patna shall not be responsible for the salary and benefits of such supervisors and cooks. However, the number of such administrative staff and cooks must be intimated to hostel office beforehand and necessary approval must be taken.
2. **In case of workers added later during the contract period**, point no. 2 should be strictly followed.
3. **The caterer shall report any changes in the employees to Hostel Administration. Employment of child labour defined as per relevant laws is strictly prohibited.**
4. Caterer shall appoint a Head Cook, who is able to lead the cooking staff for the preparation of various dishes mentioned in the menu and shall also enclose the **certificate of the Head Cook** showing the details of his/her previous rank/grade, experiences and performance levels under various hotel/catering management. **The head cooks should have at least five years of experience cooking food on large scale.**
5. The contractor will issue Identity cards to its outsourced workers and supervisor/own staff after getting them verified by the hall authority.
6. **Dress Code:** The labour contractor has to enforce the outsourced workers to wear a shirt with the logo of the company or the contractor. Two sets of uniforms and other items necessary for outsourced worker safety will be provided by the contractor. Mess workers shall wear a clean apron, gloves, mask and hair net during both cooking and serving the food.
10. **Mess employees should use separate clean cloths, foot wares, any wearable during mess hours.**
11. It will be the responsibility of the contractor/service provider that the outsourced workers engaged by him/her for catering services will be present in the mess premises for the entire period of their duties.
12. The Caterer shall be responsible for the proper conduct and behaviour of the employees engaged. If students $\geq 20\%$ of respective mess complain against an individual mess staff/manager, it will be reported to Warden Office and necessary action will be initiated including removal of the person for a limited period or permanently.
13. The Contractor will be fully responsible for any accident or mishaps involving mess

- workers engaged and the Contractor would pay claims made by the victims.
14. The contractor shall be liable to pay compensation for any loss and damages caused to the property of the mess or its staff members/visitors by his/her outsourced workers.
 15. The Contractor and his/her workers shall follow the rules and regulations of the IIT Patna in force and instructions issued from time to time. Hostel authority will be free to take action against the contractor for violating the same.
 16. The mess workforce should be specified in Annexure-4

4(e): Comprehensive Menu

1. The comprehensive Menu comprises two items from the basic menu or normal sabzi and lives counter. The basic menu is common to all students, whereas the live counter menus can be avail by any student based on the order. However, all the subscribers shall have to opt for basic menu. The charges for the live counter menu may be collected at the mess counter.
2. Hostel Office will decide and review the mess menu, Add-on (at most 02 Veg +02 Non- Veg) on regular basis and inform to vendor accordingly.
3. **Table 2: Mess menu (details attached at annexure-11)**
4. In addition, the mess contractor shall be required to provide guest meals and extra items (see Live counter column in Table 2) which are not covered under the comprehensive menu against additional direct payment from students and guests. Coupons should be issued by the caterer for guest meals and extra items (see Live counter column in Table 2), which can be purchased by students/guests as and when required
5. The guest meal will cost Rs. 25/-, Rs. 45/-, Rs. 10/- and Rs. 45/-(inclusive of GST) respectively for breakfast, lunch, evening tea and dinner. Coupons for the guest meals would be collected from the Hostel Office in advance on a payment basis. The rest of the modality would be informed to the vendor by the Hostel Office.

4 (f) Feedback and assessment:

1. Feedback will be collected regularly at an interval of 15 days and if more than 35% of students give negative feedback (which will be cross-checked with daily wastage and 2/3rd of the Hostel Representatives agree to the said feedback), a special dinner would be served under directions of Hostel Office once in a month.
2. There will be a monthly meeting of mess manager, cook and Hostel Representatives. Any student having a complaint about mess services may also be invited to the meeting. These meetings can be called in case of urgent requirements.
3. Entry to the cooking area is strictly prohibited to general students. If anyone wants to check the cooking area for hygiene and/or authenticity, they must contact a Mess Representative and he/she will accompany them for the same.
4. Mess Representatives can inspect at random the Mess with a group of students or faculty/wardens, of which, he/she will compile a report which will be reviewed in Hostel Meetings. If any evidence of malpractice and/or negligence is found, it can attract a heavy penalty.
5. Each mess should have two fully equipped serving counters having every meal according to the specified menu to reduce queues.
6. The chosen mess vendor should not allow a third party to run the mess. If found, the vendor will be blacklisted.
7. Cleanness and hygienic in the mess area should be properly maintained.

Note: For any other case, vendor should take prior permission from the hostel office and student secretaries.

4(g): Statutory Compliances

1. It will be the sole responsibility of the Contractor to abide by the provisions of the acts i.e., Employment of Children Act, Workmen Compensation Act, Employment of Labor/Contract Labor Act, Contract Labor Abolition & Regulation Act 1970, Minimum Wages as per Central Government, Employee Provident Fund Act and Employee State Insurance Act, Bonus Act, and any other Act or Legislation brought from time to time, which may govern the nature of the contract as may be applicable from time to time as to the outsourced workers engaged by him/her for the performance of this contract. The contractor should have a valid Food license issued by competent authority throughout the period of contract.
2. No worker below the age of 18 (eighteen) years shall be employed at the work.
3. The contractor will pay minimum wages in regards to his/her contractual workers engaged in mess and allied services at the rate of the unskilled/skilled category. As and when the minimum wage is revised by Govt. the caterer has to abide by it.
4. The Contractor shall comply with all requirements under central, state and local tax laws (tax, duties, levies, etc.) and shall be responsible for payment of all taxes and other statutory payments to the respective authorities.
5. Any liability arising on the messes shall be deducted from the bills of the contractor first and if the full amount is not recovered then the same will be recovered from the SD fee of the Contractor.

4(h): Penalty Clauses

1. In case of sub-standard quality of food items, malpractice, adulteration, misconduct, lack of hygiene of high standard or violation of any of the conditions of the contract, The Warden of the mess shall be authorized to impose a penalty as described in Table(9). This list is not exhaustive. If something happened which is not listed in the table, then the Institute authority will have the discretion to investigate and take appropriate action. The Quantum of fine will be decided by the Institute depending upon the mistake.

Table 9: Standard Penalty Terms

Sl. No.	Basis
1.	Presence of unwanted items in food: <ul style="list-style-type: none">• Harmful items (glass, blade, metal wires, nails, etc.)• Other items (cockroaches, cigarettes, etc.)
2.	Use of stale/spoiled/harmful ingredients, e.g. rotten vegetables, infected grains, coloring agents, etc.
3.	Reduction in the quality of food due to: <ul style="list-style-type: none">• Partially cooked items• Spoiling the food by insufficient/excessive use of ingredients like oil, salt, water, tamarind, atta, etc.
4.	Use of brands not mentioned in Table 5 without prior permission of the hostel MMC.
5.	Improper waste or garbage disposal in kitchen area and its surroundings.

6.	Adulteration or food poisoning by any means (to be confirmed by the mess secretaries and hostel office.
7.	Waste disposal into the drainage
8.	Compromise with cleanliness and hygiene in the mess premises
9	Proven cases of food poisoning (established by the Institute Hospital)
10	Packaged food, if found stale, even before expiry date.

* Penalty will be imposed as per guidelines laid down by HOSTEL ADMINISTRATION.

Note:

(a) Any complaint against the catering service in this regard by any of the subscribers needs to be lodged through the concerned batch hostel secretary, or the person she/he authorizes, in written form with specific details and supporting evidence (sample, photograph, etc.). After his/her assessment and evaluation, the mess hostel secretary (or the person she/he authorizes) shall have a preliminary discussion with the general secretary (hostel) and the representative of the caterer and obtain his/her comments in writing with his/her signature, and forward the complaint to the Hostel office and general secretary for appropriate action.

(b) Adulteration/Food Poisoning by any means causing ill health and hospitalization of the subscribed students *may* also invoke the termination of the contract along with the fine mentioned in the above Table

2. The following infractions by the mess contractor can attract the fines mentioned below in Table 10.

Table 10: Standard Penalty Terms followed by infractions by mess contractor or mess workers

Sl. No.	Basis	Penalty*
1.	Early leaving of mess contractor before completion of contract period after giving a written notice one month prior to departure:	The vendor will be black-listed for the next Five years.
2.	Early leaving of mess contractor before completion of contract period without giving a written notice one month prior to departure:	Full SD amount and all pending bill amount will be forfeited. The contractor will not be allowed to work in IIT Patna. The violation of contract would be notified to all known places where the contractor is/was serving asking them to blacklist the contractor.
3.	Mess contractor not giving salary, ESI, EPF and Bonus to mess workers in due time.	Mess bill for the month will not be cleared until producing the salary, ESI, EPF and bonus challan of the mess workers.

4.	Mess workers not wearing uniforms, hair cap and gloves	Issue of warning letter on first instance and then after penalty upto Rs. 5,000/-with warning letter. Receipt of three similar warning letters will invite immediate termination from mess catering.
5.	Consecutively bad quality of food (after third notice)	Up to a maximum of 10% of the monthly food bill of mess contractor will be deducted by the hostel after thorough internal investigation involving hostel office. If the problem is repeated or found to be too serious then the fine amount would be increased and the contract may be terminated.
6.	Late start of mess or shortage of Food before scheduled mess closure time	Proper action will be taken by the Hostel Office.
7.	Subleasing of contract	Subleasing is not allowed in any case.
8.	Unavailability of the complaints register on the counter and/or discouraging the complaint:	fine upto Rs. 5000
9.	Complaints of unclean utensils in a day	Penalty upto Rs 5000
10.	Change in a menu without Prior permission of student secretary.	A penalty of Rs. 10,000/- on the mess food Contractor.
11.	If found that there is a shortage of workers from what is agreed upon	The employee's salary/day during his/her absence will be cut from the mess bill. If a replacement for the absent employee is not done for a week, a penalty of Rs. 10,000 per week will be imposed on the mess /labor contractor in addition to the penalty.
12.	For any violation of terms and conditions in the agreement:	The first violation will imply fine as per rules. A second violation of the same rule in the same calendar month will attract triple the initial amount of fine and all subsequent violations of the same rule in the same calendar month would invite five times the initial amount of fine. Further infraction of rules and regulations set out herein would result in termination.

3. If any mess contract in mess mentioned under Table 1 is terminated due to misconduct or infraction of terms-and-conditions of the contract then the labor contract part will be swiftly transferred to another labor contractor, who is empanelled by the IIT Patna.

Section 5: Eligibility Criteria

1. A caterer who is willing to participate in the tender should have rendered catering services of providing breakfast, lunch, snacks and dinner on a continuous basis for at least one full year in reputed educational institutions, government organizations, and other similar establishments, and must have an annual turnover NOT less than Rs.5 Crore.
2. The service provider should have valid Trade License/Society Registration Number, Labor License and Registration Number, Permanent Account Number, GST Registration Number, EPF Registration Number, ESI Registration Number, Food License, Proof for payment of last three years Income Tax and proof of last three months Challan in support of the deposit of the contribution made both with the EPFO and ESIC. PAN/TAN, IT clearance (copy of the certificate/returns be submitted)

Section 6: Application Procedure

1. If an individual makes the application, it shall be signed by the proprietor above his full typewritten name and current address
2. If the application is made by a proprietary firm, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
3. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address, or by a partner holding power of attorney for the firm. In such a case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and the current address of all the partners of the firm shall also accompany the application.
4. If the application is made by a limited company or a corporation, it shall be signed by a duly authorized person holding power of attorney for signing the application. In such a case, a certified copy of the power of attorney shall accompany the application. Such a limited company or corporation may be required to furnish satisfactory evidence of its existence before the pre-qualification application is filed.

Section 7: How to Submit?

All information called for in the enclosed forms should be furnished against the respective columns in the forms given in Annexure 1- 6. If information is furnished in a separate document, a reference to the same should be given against respective columns in such cases. If any particulars/ queries are not applicable in the case of an applicant, it should be stated as 'Not Applicable'. However, the applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Bids are to be submitted online only, the bids in any other form will not be entertained.

1. The application should be typewritten. The applicant's name, signature and official stamp should appear on each page of the application.
2. Overwriting should be avoided. Correction, if any shall be made by neatly crossing out, initialling, dating and rewriting. All pages of the prequalification document shall be signed, numbered and submitted as a package with a signed letter of transmittal.
3. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by a responsible person.
4. **The latest feedback from present/past catering institutions is to be enclosed without fail along with the application**
5. The applicant is advised to attach only relevant documents mentioned in Annexure 1-6. Any additional information, which he thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to complete the envisaged work can be shown at the time of personal interview. Hence, the documents asked in Annexure 1-6 are to be attached.
7. The interested firms meeting the pre-qualification criteria (Mentioned in Section 5) are required to submit their Tender online. The Tender should contain the following documents:
 - i. **Letter of transmittal (Annexure1)**
 - ii. **Prequalification-cum-technical information** along with all supporting documents (Annexure 2 and all necessary documents mentioned therein such as:
Photocopy of the following documents:
 - a. Food Safety and Standards Authority of India (FSSAI)certificate
 - b. Labour license
 - c. Valid license by Public Health Officer/Competent authority.
 - d. Details about PF/ESIC registration
 - e. Balance Sheet - last 3years
 - f. IT returns for the last three years.
 - g. Registered Partnership deed in case of a firm or LLP/Memorandum of Association in case of the company
 - h. Shop & Establishment Registration Certificate(Post-requirement, subject to award of tender)**Supplementary Documents such as:**
 - iii. Latest feedback from present/past catering institutions
 - iv. Details of Hostel Strength and Preference Sheet (Annexure3)
 - v. Details of working staff in the mess (Annexure4)
 - vi. Details of all works of similar nature completed in the last five years (Annexure5)
 - vii. Declaration for accepting fixed comprehensive menu rate (Annexure6).
 - viii. Bid Security Declaration Form as per Annexure-10

Section 8: Acceptance and rejection:

IIT Patna reserves the right to shortlist/reject any or all tenders and accept the whole or any part of the tender without assigning any reason. **Catering establishments that served in IITP Hostels/Canteens earlier but whose services were terminated before completing the contract period is not eligible to participate in this tendering process.** A tender that does not fulfil any of the conditions as per these or with incomplete documents in any respect will be rejected summarily.

Section 9: Evaluation and Final selection

- 1 The Tender will be evaluated by Tender evaluation committee constituted by the Competent Authority, IIT Patna. The detailed evaluation method for Prequalification-cum- Technical bid is specified below. The Total weightage will be 100 in Prequalification-cum- Technical part and interaction.
- 2 **Shortlisting of the bidders shall be based on a weighted criteria system to be derived from the submitted tender documents, experience and performance in the interview, and student's feedback in case of existing catering/canteen service providers.** The individuals or authorized representatives of the bidding firms will have to appear in an interview personally on the specified date. Failure to do so would disqualify their application from further processing.
- 3 Only the technical bids of the firms, which meet the prequalification criteria, would be taken up for detailed evaluation. Each firm meeting the pre-qualification criteria and Interview would be evaluated and given a score out of 100 marks as mentioned in **Table 11**. In the case of non-fulfillment of minimum pre-qualification criteria (**Mentioned above**) in each category of the technical bid, the bid of the respective bidder shall be rejected. The competent authority will decide regarding the empanelment of caterers for catering of various messes. However, the empanelment alone does not vest any right to providing the services. The agencies shall remain empanelled until the next tendering process, during which period, they may be awarded if the situation demands, the contract for providing the mess services on the recommendation of the Institute.

Table 11: Technical / Pre- Qualification /Interview Evaluation Criteria

Sl. No	Particulars	Allocation of Marks	Total Marks
01	Firm's Experience in catering services in years		10
	Up to 5 Years	3	
	> 5 Years –10 years	5	
	> 10 Years	10	
02	The average Annual financial turn-over (gross) of the Firm (in the last 3 financial years) ended on 31st March 2021		20
	Rs.120 Lakhs to Rs.250 Lakhs	5	
	Above Rs.250 Lakhs and up to Rs.500 Lakhs	10	
	Above Rs.500 Lakhs	20	

03	Longest continuous experience (in last 10 years) in reputed educational institutions, government organizations, and other similar establishments		20
	Up to 3 years on a continuous basis	6	
	Above 3 and up to 10 years (and above) on a continuous basis	6+2 marks for each additional completed year after 3 years Maximum Marks: 20)	
04	Total experience in catering work in academic institutes (IISER, IIT, IIIT, IIM, AIIMS, NIT and Central funded Universities) or other reputed academic institutes of higher education having more than 1500 students subscribe in mess		20
	Up to 3 years in above academic institute	6	
	Above 3 years in above academic institute	6+2 marks for each additional completed year after 3 years (Maximum Marks: 20)	
05	Presentation and Interaction		30
06	Total Technical Score		100

4. **Tie-breaking Clause:** In case of two or more caterers score equal marks in their total technical score, then empanelment will be made on their total marks based on Sl. No. 1, 3, and 4 of Table 11. If tie remains further, then the tie-breaking will be done based on their experience in IISER, IIT, IIIT, IIM, AIIMS, NIT and Central funded Universities **or other reputed academic institute of higher education having more than 1500 students subscriber in mess**(Sl. No.4).
5. **Period of contract:** The contract will be assigned initially for a period of 1 (one) year. Upon satisfactory performance as per the feedback received from the students, the contract may be extended for 2 (two) more years' subject to satisfactory performance evaluated at every six (06) months. Extension/ non extension will be the sole discretion of the institute and the agency cannot assume extension as their right.
6. **Termination of contract:** The contract may be terminated by the caterer by issuing 1 (one) month written notice. However, the authority reserves the right to terminate the contract without assigning any reason if it appears to the authority at any point of time that the services, quality of food, maintenance of hygiene of any of the mess services deteriorate to such an extent that it is detrimental to the interests of the hostel boarders and their health.

Section 10: Award of contract

- 1 The merit list will be prepared among the Empaneled Agencies based on their technical score as per evaluation criteria and interview mentioned above.
- c. Three distinct vendors with top technical scores will be awarded messes for catering service.
- d. Contract of Mess-3 will be awarded to the vendor providing service either in Mess-1 or Mess-2. This decision will be taken by the Institute.
- e. Choice of mess for vendors will be decided by the Institute.
- f. Once the work order awarding the contract is sent to the caterer, they must be ready to serve in IIT Patna within 15 days of receiving the work order.
- g. Competent Authority reserves the following rights:
 - a. To review the performance of agency/agencies every semester by an evaluation committee to be formed by the Competent Authority based upon which the Competent Authority may terminate the contract by giving one-month notice and allocate the said Hall to Remaining Empaneled agencies according to merit.
 - b. To drop those empanelled agencies from the list of the empanelled agencies that decline to provide the service for which they have been shortlisted for any of the messes for any reason whatsoever.
 - c. To allocate any hostel mess from any Empaneled Agency/s.
 - d. To amend the scope and value of the contract. To amend the rate and menu of the contract. The agency selected for a mess shall be required to sign (with company/agency stamp) and receive a work order from IIT Patna. By accepting the work order from IIT Patna, the contractor will be deemed to have entered into an agreement with IIT Patna whereby the contractor has agreed to accept all the terms and conditions set upon in this tender. There will be no separate agreement between IITP and empanelled contractors other than the work order acceptance mechanism.
 - e. The decision of IIT Patna will be final in awarding the contract.

PRE-QUALIFICATION-CUM-TECHNICAL INFORMATION

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,
The Registrar,
Indian Institute of Technology Patna
Kanpa Road, Bihta, Patna, Bihar-801106
Phone: 0612-302-8683

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: _____

Name of Tender / Work:-

Dear Sir/Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned "Tender / Work" from the website(s) namely:

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

2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. I / We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department / Public Sector Undertaking/ Government Funded Technical/Education Institutes such as IITs, NITs, IIMs, Universities and other similar institutions.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including forfeiture of the full said EMD.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

BASIC TECHNICAL DETAILS

Annexure: 2

1.	Name of the Caterer/Catering Firm		Paste a passport size photograph(s) of representative(s) of the firm/individual caterer
	Complete Address:		
2.	Phone No.:	E-mail ID:	
	Name of Contact Person / Representative of firm:		
	Designation:	Mobile number:	
3.	Provide the details and attach copies as documentary proof (signed)		Attached at page no.
	Catering License No:		
	Catering Registration No:		
	PAN:		
	TAN:		
	ESI:		
	EPF:		
	GST:		
4.	Documentary proof must be attached	Attached (Yes/No)	Attached at page no.
	Proof for payment of income tax and service tax (last three years) (copy of income tax and service tax payments to be enclosed)		
5.	No. of Food Courts/dining facilities run in Higher educational Institutions(Enclose list of work handled up to March 2021 and ongoing work separately with all the relevant documents) (List to be included with name of the institution, duration, number of students catered, type of service provided)		
6.	No. of Food Courts/dining facilities run in non-academic establishments (Enclose list of works handled up to March 2021 and ongoing work separately with all the relevant documents)		

7.	Quality Certification obtained for the Food courts/Dining facilities/Catering services provided (Copy should be enclosed)		
8.	Turnover per annum Rs. (in Lakhs) Copy of audited Statement of Accounts for the last three years should be enclosed		
9.	Total number of Employees proposed to be deployed at following Mess (see the requirement in tender document). Details of proposed deployment should be attached as annexure 4	Attached at page no.	
	Mess-1:		
	Mess-2:		
	Mess-3:		
	Mess-4:		
10.	Litigations, if any, connected with Catering Work	Yes/ No (if yes, details to be furnished separately)	
11.	Any other information, caterer wishes to provide in support of their credentials (Details, if any, to be furnished separately)		
12.	Please state Yes/No/NA and attached the documentary proof thereof for following particulars:	Yes/No/NA	Attached at page no.
i.	Food Safety and Standards Authority of India (FSSAI) certificate		
ii.	Labour License		
iii.	Valid license by Public Health Officer/Competent authority.		
iv.	Details about PF/ESIC registration		
v.	Balance Sheet - last 3 years		
vi.	IT return for last three years.		
vii.	Registered Partnership deed in case of firm or LLP/Memorandum of Association in case of company		
viii.	Shop & Establishment Registration Certificate (Post-requirement, subject to award of tender)		
ix.	Latest feedback from present/past catering institutions		
12.	Fill the value in number and attach documentary proof thereof.	Value in number	Attached at page no.
a.	Firm's Experience in catering services in years		
b.	Average Annual financial turn-over (gross) of the firm (in the last 3 financial years) ended on 31st March 2021		

c.	Longest continuous experience (in last 10 year) in reputed educational institutions, government organizations, and other similar establishments		
d.	Total experience of catering work in academic institutes like IISER, IIT, IIIT, IIM, AIIMS, NIT and Central funded Universities		

Note: Please use separate sheets if the space, provided above, is not sufficient. Signed documentary proofs for statements are compulsory. Bids without the information and documents mentioned above will be rejected without further consideration.

Date of submission:

Signature of Applicant
Name of the Organization
(Company seal)

Hostel Mess Preference Sheet

Indicate Caterer's preference of mess in the table below, by giving serial number in the order of preference.

S. No.	Name of the Hostel Mess	Strength (Approximate)
1.	Mess 1 (Kalam Hostel)	500
2.	Mess 2 (Kalam Hostel)	500
3.	Mess 3 (Asima Hostel)	200
4.	Mess 4 (Raman Hostel)	600

* Contract of Mess-3 will be awarded to the vendor providing service either in Mess-1 or Mess-2. This decision will be taken by the Institute.

It should be noted that if a caterer is selected for providing catering for more than one mess, the caterer must have SEPARATE AND INDEPENDENT set-ups one for each of the messes.

Date of submission:

Signature of Applicant
Name of the Organization
(Company seal)

Details of Working Staff in the mess

<u>Strength proposed in various messes</u>						
Designation	Category	Mess 1 (500)	Mess2 (500)	Mess 3 (200)	Mess 4 (600)	Total
Manager	Highly skilled					
Head Cook	Skilled					
Supervisor	Semi-skilled					
Sub Cooks	Semi-skilled					
Servers	Un-skilled					
Cleaners	Un-skilled					
Total Strength of the Working Staff						

* Contract of Mess-3 will be awarded to the vendor providing service either in Mess-1 or Mess-2. This decision will be taken by the Institute.

Date of submission:

Signature of Applicant
Name of the Organization
(Company seal)

Annexure 5

Details of all Works of Similar Nature Completed /Ongoing during the Last Five Years or more as on the last date of submission

Sl. No.	Name of work / contract and location	Owner or sponsoring organization	Nature of organization (Govt./PSU/Private)	Scope of work including capacity	Date of commencement as per contract	End date of the contract	Stipulated period	Name, address and telephone of the officer to whom reference may be made.	Remarks

Date of submission:

Signature of Applicant
Name of the Organization
(Company seal)

Declaration for
accepting Fixed Comprehensive Menu Rate
and
Terms & conditions

From
(Full Address of the Applicant)

To:
The Registrar
Indian Institute of Technology
Patna Bihta, Patna, Bihar
801106

This is to certify that we are willing to provide mess food/catering services in messes at IIT Patna (**Reference Your Tender No. IITP/*****/2021**) at fixed rate of Rs. 117 + Tax (rupees one hundred seventeen only), per student per day for the comprehensive menu (Tables 2, 3 and 4) fixed by your institute ***as referred in section 4(a) and 4(e) of the tender document. We hereby agree to all the terms and conditions mentioned in the tender document.***

Date:
Place:

Signature of Caterer
Along with official seal and address

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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 submit their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which 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 addresses 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 III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / 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 DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.

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

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" or "Other Important Documents" 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.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can 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 submit Bid Security Declaration form as per annexure-10.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (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.

6) 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.

7) 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), 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.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

BID VALIDITY: The bids should be valid for at least 90 days from the last date of opening of technical bids.

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.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2021, between, on one hand, the Indian Institute of Technology Patna acting through Registrar (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s _____ represented by Shri _____, as designation (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Mess Catering Services) and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is IIT Patna, an Autonomous Body under Ministry of Education, Govt. of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement o any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and

implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall submit Bid Security Declaration as Annexure-10.
- 5.2 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the buyer, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has

already been concluded.

8. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction**

This Pact is subject Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, Including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name: _____

Designation: Registrar

Designation: _____

Indian Institute of Technology Patna

Organization: _____

Witness

Witness

1. _____

1. _____

2. _____

2. _____

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

1. Scanned copy of tender acceptance letter. (Annexure-1)
2. Scanned copy of signed Bid security Declaration as per Annexure-10
3. Scanned copy of bank details for NEFT/ RTGS on letter head.
4. Scanned copy of certificate of GST.
5. Scanned copy of pre-contract integrity pact (Annexure-8)
6. Signed copy of Annexure- 2, 3, 4, 5, 6, 9 and 11. Any any other Documents, if any.

Note: Original copy of pre-contract integrity pact is to be submitted on or before the date of pre-bid meeting. Failure to do this will disqualify their bid.

Bid Securing Declaration Form
(To be given on Company Letter Head)

Date: _____

Tender No. _____

To,
The Registrar,
(for Stores & Purchase Section)
Indian Institute of Technology Patna
Kanpa Road, Bihta, Patna, Bihar-801106
Phone: 06115-233-683

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of five years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because of

- a) withdrawal/modification/amendment, impairment or derogation from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the receipt of your notification of the name of the successful Bidder.

Signed: (put signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Table 2: Break-up of the Basic Menu [Note: No sabji should contain more than 30% Aloo]

	Daily	Live	Monday	Tuesday	Wednes day	Thursd ay	Friday	Saturday	Sunday
	Common items	counter							
Breakfast	Cornflakes (25 gm)/Bread [7-8 pieces] (simple as well toasted)	Vegetabl e Sandwic h	Breakfast Main Meal	Breakfast South Indian Meal	Breakfast Main Meal	Breakfast Main Meal	Breakfast South Indian Meal	Breakfast Main Meal	Breakfast South Indian Meal
	(Tea/Coffee): 100 ml	Omlette							
	Sprouts (Chana-normal and boiled moong): 25 gm	Pancake							
	Sugar, Pickle, Ketchup, Jam (5 gm), Butter (5 gm)	Besan-Cheela							
	Any 2 from below 3:	Juice							
	1. Milk(200ml)	Bread Poha							
	2. Seasonal Fruit (300gm)								
	3. Boiled Egg (2 pc)								
	Chutney (if required)								
Lunch	Roti	Aloo fried	Normal Sabzi (1 Dry + 1 Gravy)	Normal Sabzi (1 Dry + 1 Gravy)	Normal Sabzi (1 Dry + 1 Gravy)	Normal Sabzi (1 Dry + 1 Gravy)	Normal Sabzi (1 Dry + 1 Gravy)	Normal Sabzi (1 Dry + 1 Gravy)	Normal Sabzi (1 Dry + 1 Gravy)
	[Curd/Lassi/Butter milk (chach)/Raita]	Ghee on Demand							
		Ice-cream							
	Khichdi/ Dalia	Sweets							
	Rice [with different variety on different days]	Amul Curd							
	Dal (with variety on different days)	Veg item Broccoli, bhindietc							
	Sambhar	Fried Rice							
	Salad, Pickle	Mutton							
	Papad/Frymas	Chicken Kawab							
		Chicken 65							
Snacks	Tea/ lemon tea/ Coffee [100 ml]	N/A	Snack	Snack	Snack	Snack	Snack	Snack	Snack
	+ Puffed tea-biscuits (1 Piece) + MurmureNamkeen (20 gm)		Snacks will be on PAY BASIS (as per Demand)/ Can be removed as per max. reviews						

	Daily	Live	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Common items	counter							
Dinner		(same as			Pulav +		Pulav +		
	(same as lunch)	lunch)					Sweet		
	Except Curd Items		Rice + Sweet (Larger Size) + Chicken/Paneer (See Special Sabzi column)	Rice+ Normal Sabzi (1 Dry + 1 Gravy)	Sweet (Larger size or fixed amount)+ Fish/Mushroom (Special Sabzi)	Zeera Rice+ Normal Sabzi (1 Dry + 1 Gravy)	(Larger size or fixed amount) + Chicken/Paneer (See Special Sabzi column)	Zeera Rice+ 1 Normal Sabzi (1 Dry + 1 Gravy)	Biryani (veg) + Chicken/ Paneer + Ice-cream (10/-) + Raita (5/-) (see Special sabzi column)

[Wt. of fish: 70 gm (without gravy); Wt. of Mushroom: 70 gm (without gravy); Chicken: 150 gm (without gravy); Egg: 2 piece; Paneer: 100 gm (without gravy)]; After cooking

Note that this is a tentative mess menu and can be changed further on mutual understanding of Mess vendor and Warden office.

The Pool for selecting main/special/ very special items for each of the meals breakfast, lunch, snacks and dinner are as below:

<p>(1) Breakfast mains</p> <ul style="list-style-type: none"> •Poha • Stuffed Sandwiches •Halwa • Plain paratha + Subzi • Aloo paratha • Onion paratha 	<p>(6) Snacks (on Payment basis)</p> <ul style="list-style-type: none"> • Samosa • Paneer pakoda • Bread pakoda • Aloo tikki chat •Daalkachodi •Khastakachodi •Panipuri • Maggi •Chowmein •Chura-mungfali •Chura-dahi •Nimkin • Patties • Veg puff •Momos • Burger • Pasta •Chowmein-paneer samosa • Aloo bonda/aloo chop 	<p>(3) Lunch and Dinner Normal Sabzi (Dry + Gravy/wet)</p> <ul style="list-style-type: none"> • Ladyfinger bhujia (Dry) • Soya Methi • Aloo bhujia • Gobi pokada • Aloo beans • Aloo gobi • Aloo matar •Kundru fried • Rajma •Pyazpakoda • Curry-pakoda • Veg kurma • Aloo palak • Aloo nutrela • Cabbage sabzi • Aloo baigan+ Badi •Laukichana •Kablichana •Nenua-chana • Aloo parwal • Aloo pakoda • Aloo + barbaty/beans • Aloo + laalsaag • Corn palak • Lal chana •Karela bhujia • Aloo dum •Parwal bhujia • Jackfruit sabzi • Veg kofta • Allu/ Baigan Chokha •Lauki kofta •Parwal kurma • Mutter gobi simla • Seem Aloo • Tomato + Aloo + mutter • Veg Manchurian/Mix veg with Amul cream + nuts • NavaratnaKurma • Paneer kofta • Chillibabycorn • Egg Curry • Egg bhurji • Mixed Veg with paneer • Veg kolhapuri • Veg jalfrezi • Gobi Manchurian • Malaikofta
<p>(2) Breakfast South-Indian</p> <ul style="list-style-type: none"> • Vada-sambhar •Upma •Uttapam •Dosa (Masala/ Onion/ Panner) •Idli-sambhar • Masala-Idli • Set dosa •Rawaupma 	<p>(7) Sweets</p> <ul style="list-style-type: none"> • Rasgulla • GulabJamun • Kala jamun • GajarHalwa (100gm) • Jalebi • Kheer/Payasam • Rasmalai • Malpua • Balushahi • Mysore Pak • Khaja • Imarti • KajuKatli 	
<p>(4) Lunch and Dinner Special Sabzi items (non-veg)</p> <ul style="list-style-type: none"> • Chicken curry • Fish fry • Fish curry • Chicken butter masala • Chicken chilli •Macherjhol • Chicken kosa •Kadhai chicken 	<p>(8) Rice variety: Pulav, Biryani, jeera rice, mutter rice, veg fried rice, lemon rice</p> <p>(9) Dal: Arhar Dal, moong dal, Masoor dal, Chana dal[Dal Fry/ Dal tadka/ Dal Makhani/ Palak Dal]</p>	
<ul style="list-style-type: none"> • Plain paratha • Gobi paratha •Mooli paratha •DaalPuri •KhastaSabzi / Kachori •Methi paratha •PuriSabzi •LittiChokha •Thepla/dhokla •PavBhaji • Pasta / Vegetable Maggi • Vada-Pav 	<p>(5) Lunch and dinner Special Sabzi items (Veg)</p> <ul style="list-style-type: none"> •ShahiPanner •Matar Paneer •TawaPanner •Pannerdopyaza • Aloo paneer •Palak paneer • Butter Panner •Kadhai paneer •Palak Paneer • Paneer bhurji • Paneer chili •Kadhai Mushroom 	

Brands to be used:

1. Rice:
 - a) Classic Basmati Rice (1121)/ India gate (Only for regular usage)
 - b) Fortune Special Biryani Basmati Rice (Only for Biryani/Pulao)
2. Wheat Flour – Aashirwaadchakki Atta/ Pillsbury Atta/ Fortune chaki fresh Atta
3. Spices - Everest/MDH Masala
4. Oil (Sunflower)-Sundrop/Saffola/Fortune
5. Oil (Mustard)-Dhara /Fortune/ Emami
6. Coffee : Nescafe/Classic/Brook Bond
7. Noodles- Top Ramen/Yippee/Maggi
8. Papad- Lijjat/Bikaner
9. Tea : Brook Bond/Lipton/TATA (Gold) , Red label
10. Bread- Britannia, Shakun, Modern
11. Ghee : Amul/Mother Dairy/Sudha
12. Jam :Kissan/Top Ramen/Maggi
13. Salt- TATA/Annapurna
14. Ketchup- Maggi/Kissan/Wakefield/Delmonte
15. Milk - Sudha/Amul
16. Paneer –Amul/Sudha
17. Pickles - Priya Foods, Tops
18. Salad: All fresh items

Only Vim/Dettol/Pril liquid detergents are allowed for washing utensil etc. Lizol is preferred for floor cleaning.