



भारतीय प्रौद्योगिकी संस्थान पटना
INDIAN INSTITUTE OF TECHNOLOGY PATNA

बिहटा, पटना-801106, बिहार, भारत
Bihta, Patna – 801 106, Bihar, INDIA

E-PUBLISHING

Invitation of Expression of Interest

For

**EMPANELMENT OF MESS CATERING SERVICES FOR
STUDENTS' HOSTELS**

EOI Enquiry No.: IITP/SA/EOI/Mess/1/2024-25

DATE: 07/06/2024

Estimated Budget: INR 3 crores



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Indian Institute of Technology Patna is in the process of empanelment of MESS CATERING SERVICES FOR STUDENTS' HOSTELS. Sealed Invitation of Expression of Interest for EMPANELMENT OF MESS CATERING SERVICES FOR STUDENTS' HOSTELS at IIT Patna are invited in prescribed format as per following Schedule:

CRITICAL DATES

Date of Issue/Publication of EoI	07/06/2024 (03:00 PM)
EoI Document Download Start Date	07/06/2024 (03:00 PM)
EoI Submission Start Date	08/06/2024 (03:00 PM)
Clarification seeking start date (Clarification if any, may be sought through email id- sa_office@iitp.ac.in)	07/06/2024 (03:00 PM)
Clarification seeking end date	12/06/2024 (03:00 PM)
Pre-bid meeting (Venue-Meeting Room 2 nd Floor, near office of the Registrar, Administrative Building, IIT Patna)	13/06/2024 (11:00 AM)
EoI Document receipt End Date	27/06/2024 (03:00 PM)
Last Date and Time for receiving response to EoI	27/06/2024 (03:00 PM)
Opening Date and Time of Bid	27/06/2024 (03:30 PM)
Presentation Date & Time.	Shall be communicated to bidders later in due course after receipt of response to EoI
Address of Communication	The Deputy Registrar (for Student Affairs Section), Indian Institute of Technology Patna Kanpa Road, Bihta, Patna, Bihar-801106 Phone:(06115) 233067 , (06115) 233646

Prescribed format and detailed information can be obtained from the Institute website www.iitp.ac.in. Any corrigendum (if needed) will be released on IIT Patna Website only.

Following must be super scribed on the sealed envelope:-

<p>EOI FOR “EMPANELMENT OF MESS CATERING SERVICES FOR STUDENTS' HOSTELS at IIT Patna” EoI Reference No.: IITP/SA/EOI/Mess/1/2024-25, Date: 07/06/2024 LAST DATE FOR SUBMISSION: 27/06/2024 (03.00 PM)</p> <p style="text-align: right;">To, The Deputy Registrar, (For Student Affairs Section) Indian Institute of Technology Patna Amhara Road, Bihta, Patna - 801106, Bihar, INDIA</p> <p>From: M/s _____ Address: _____ Contact No.: _____ Email ID: _____</p>

DEPUTY REGISTRAR, IIT PATNA

CONTENTS OF EOI DOCUMENT

Sl. No.	Description	Page No.
1	Empanelment Procedure	03
2	Scope of Work	07
3	Terms and Conditions of the Contract	08
4	General Terms & Conditions	14
5	RULES PERTAINING TO FOOD	21
6.	Number of staffs engaged	22
7.	Sample Mess Menu	23
8.	Tentative List of Different Items	26
9.	Model Feedback for Evaluation	27
10.	Evaluation Criteria	29
11.	Template form for Price Bid	32
12.	General Condition of Contract	34
13.	Annexure Pages	43

Empanelment Procedure

The catering company will send the expression of interest to run the mess at IIT Patna. The EOI will be submitted along with other following details in tender.

1. Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.
2. The bidder shall quote the technical and financial bids as per the format enclosed for the same.
3. In case of disclosure of financial/price bid in part of the technical bid, the bid shall be summarily rejected.

Note:

A regular sample menu is provided in the tender.

A separate sample menu is also provided in the tender if the number of students decreases more than 25 % of the total strength promised.

The interested caterer shall have to pay online Bid Security (Earnest money) of ₹15,00,000/- (Fifteen lacs) through DD/ FDR/ SBI-collect. The payment proof or valid EMD exemption certificate must be submitted in tender. Bid without Bid Security/or valid EMD exemption certificate shall be out rightly rejected. Online Tender Fee and EMD Submission:

Bidder can submit their EMD online by visiting below link:

<https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>

Note:- Tender Reference Number should be mentioned for the purpose of EMD submission. Following webpage may be referred for the instructions related to fee submission;

<https://www.iitp.ac.in/images/pdf/snp/SBI%20I-Collect.pdf>

Performance security (₹ 15 lacs) will have to be furnished by the selected caterers. EMD shall be returned without any interest after depositing the performance security amount within the time prescribed by the institute.

Tie-Breaker: In case of tie, the merit shall be determined in the following orders. If it is decided by point “a”, the evaluation will be completed and so on.

- a. Bidder securing highest technical score
- b. Average Annual Turnover (Preceding three financial years) as per Annexure ‘A’.
- c. Number of years in operation in Academic/R&D/PSU/Govt. organization providing mess services as per Annexure ‘F’.
- d. Caterer should have satisfactorily completed or executed Institutional mess services of minimum 500 persons/day of at least of three contracts of similar nature in government aided higher educational institutions like IITs, IIITs, IIMs, IISERs, AIIMS, NITs during the last three consecutive financial years
- e. Mess services currently /running by bidder as on date of filling this tender document in Higher educational institutions like IITs, IIITs, IIMs, IISERs, AIIMS, NITs etc. of more than 500 numbers of dinners per day in single location.
- f. The bidder who has registered office in Patna.

EOI validity period: 180 days from the date of opening of Technical Bid. If any caterer

intends to withdraw within this validity period (i.e., 180 days from the opening of Technical bid), the caterer shall be debarred from participating in any tender/ EOI of IIT Patna for 2 (two) years and Bid security shall be forfeited.

The caterer will be called for document verification of all the technical requirements mentioned in the eligibility criteria / EoI at the time of presentation. The bid of the caterers who do not turn-up for the document verification and/or for presentation will be summarily rejected.

In case of any of the document could not be produced or not found satisfactory, then the bid of such bidder will be rejected.

IIT Patna will determine whether each bid is complete and is substantially responsive to the Bidding Documents. A substantially responsive bid is one which conforms to all the Eligibility Criteria and Terms & Conditions of the Tender document without deviations, exceptions, objections, conditionality or reservations.

DOCUMENTS TO BE UPLOADED IN THE TECHNICAL BID & FINANCIAL BID

The **Self attested copies** of the following documents must be sent to IIT Patna

TECHNICAL BID:

1. Company / Firm / Agency / Society Registration Certificate issued by the appropriate authority and Memorandum /Article of Association (if applicable).
2. GST Registration Certificate along with GSTR 3B for preceding 3 months or one completed quarter from the date of submission of bids.
3. PAN Card along with Audited Balance Sheet for the last three Financial Years i.e. 2020-21, 2021-22 and 2022-23. **The firm should not have made loss during this period.**
4. EPF & ESI Registration certificate along with challan for preceding 3 months (wherever applicable)
5. The bidder/ Company/ Firm/ Agency will have to provide details of the P&L Account, Income & Expenditure along with Balance Sheet of their firm for the last three financial years.
6. Valid Labour License for mess/catering services to the organizations/ institutions under contract labour (Regulation & Abolition) Act-1970. The license must be valid as on date of bid submission.
7. Experience Certificate of execution/completion of similar services satisfactorily & their duration supported by documents issued on the letter head of the competent authority/employer institute from at least **3 (three)** different Govt. (Central/State) Department/PSUs/Autonomous Bodies of Central or State Govt. including higher educational institution/ central research organization for the last three years **2020-21, 2021-22 and 2022-23**. The firm should submit a running contract certificate from Govt. (Central/State) Department/PSUs/Autonomous Bodies of Central or State Govt. including higher educational institution/ central research organization, as on date of bid submission. The certificate must have been issued on the letterhead of the organization indicating the duration of the contract, service provided, and performance. **Please note that copies of work orders and agreements shall not be considered for this purpose.**
8. 6 months ECR (EPF Challan) may be attached to prove that the bidding firm has workers on roll during last three years i.e. **2020-21, 2021-22 and 2022-23**.
9. Affidavit stating that the company / firm / agency is not currently (as on date of bid submission) black-listed / debarred / prohibited /non-performing reported by Central / State Govt. / PSUs Autonomous Bodies of Central or State Govt. including higher educational institution / central research organization in the last three years. **If at any stage before award or after award of order, it is found that the firm has been black-listed / debarred / non-performing reported by Central / State Govt. / PSUs Autonomous Bodies of Central or State Govt. including higher educational institution / central research organization, the candidature or contract will be terminated without assigning reasons thereof. The firm has to proactively disclose any debarment/ blacklisting even if it is sub-judice. Suppression of such fact shall lead to rejection of bid or cancellation of order, if awarded.**
10. Declaration about non-involvement in fraud and corrupt practices (duly signed and

- attested).
11. Bank Account Details of the bidder firm:
 12. The Earnest Money Deposit (EMD) payment proof OR valid document in support of EMD exemption. Start-ups and Micro & Small Enterprises (MSE) are exempt from paying EMD. Start-ups, in order to obtain benefits mentioned in this document, must be recognized as Startups by Department for Promotion of Industry and Internal Trade (DPIIT).

 13. Completely Filled in Annexures **A, B, E, F & G**.
 14. The bidder has to submit the documents / self-explanatory note pertaining to the following:
 - i. Brief History of the firm
 - ii. Kind of services provided by bidder in other Government Organization.
 - iii. Compliances report on payment of Statutory Dues by the bidder
 - iv. Proposed plan for mess services in IIT Patna.

 15. CA certificated proof of annual turnover (The average turnover must be at least ₹ 2 crores) as per annexure A.
 16. License of dealing with food services (FSSAI Standard).
 17. Running contract details
 18. The bidder must provide the list of organizations where they have provided similar services at least in the last 3 years along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.
 19. A brief write up on total number of workers that the company will deploy for all the operational as well as other works in mess.

NOTE: PLEASE PLACE THE ABOVE REFERRED DOCUMENTS IN A SEALED ENVELOPE, CLEARLY SUPERSCRIBING “TECHNICAL BID”

A SEPARATE SEALED ENVELOPE SHOULD BE SUBMITTED CONTAINING FINANCIAL BID, IN THE PRESCRIBED FORMAT CLEARLY SUPERSCRIBING “FINANCIAL BID”

IMPORTANT:

BOTH ENVELOPES SHOULD BE PLACED IN A SINGLE LARGER ENVELOPE AND BE SUBMITTED TO:

STUDENT AFFAIRS OFFICE, 1ST FLOOR, ADMINISTRATIVE BUILDING, INDIAN INSTITUTE OF TECHNOLOGY PATNA, BIHTA CAMPUS- 801106

Deputy Registrar, Student Affairs
Indian Institute of Technology Patna
Bihta, Patna – 801106
Email: dr_sa@iitp.ac.in

SCOPE OF WORK OF THE CATERER

1. The Caterer must provide following services:

- a. Cooking and serving meals at prescribed time and place.
- b. Procurement of raw materials and kitchen equipment.
- c. Cooking utensils as per need.
- d. Serving utensils for each category (stainless steel plates, snacks plates, cutleries, glasses for milk and water) equal to the number of residents at any given point of time. Water jugs as per need.
- e. Cleaning of utensils, kitchen, serving items, hand washing and auxiliary areas using appropriate cleaning items;
- f. Taking care of security of the equipment, utensils and other items in the mess;
- g. Maintenance and repair of the equipment in the kitchen area;
- h. Maintenance of books, ledgers, other records related to running the mess.
- i. Deployment and supervision of required manpower for the above-mentioned tasks.
- j. Solid waste management of kitchen mess

2. The service should be provided.

Location and approximate capacity

1. **APJ Kalam Hostel (Mess-1):** Proposed number of Students residing, are around **400-500** (Caterer –I).
2. **APJ Kalam Hostel (Mess-2):** Proposed number of Students residing, are around **400-500** (Caterer –II)
3. **Raman Hostel (Mess 3):** Proposed number of students residing, are around **500-550** (Caterer-III)
4. **Asima Girl's Hostel (Mess 4):** Proposed number of Students residing, are around **400-500** (Caterer –IV)
5. **Aryabhata Hostel [Mess 5]** Proposed number of Students residing, are around **400-500** (Caterer –V)
6. **Aryabhata Hostel [Mess-6] C block** Proposed number of Students residing, are around **400-500** (Caterer –VI)

NOTE: Number of students can increase and decrease by upto 35%.

1. If the situation demands, one caterer may have to serve more than one hostel.
2. The student numbers mentioned above are tentative and prior information about the number of students availing mess facility will be intimated.
3. **The Caterer shall ensure the same mess arrangement with regular mess menu during summer/winter vacations/ other times at each hostel at the same price which will be quoted. However, if the number of students decreases by more than 25%, a separate mess menu may be provided as given in table provided in the tender.**

TERMS AND CONDITIONS OF THE CONTRACT

1. The contract shall be awarded initially for **One Year**. It can be further extended, as per Institute requirement, subject to the satisfactory performance.
Satisfactory Performance: If 70% of the daily consumers of the mess are in favour of extending the contract, then the contract may be extended for a period of 6 months **at a time subject to the condition that extension shall not be granted beyond three years of the initial award of contract.**
However, extension cannot be claimed as right.
2. Caterer's performance will be evaluated at any time during each month on a variety of factors including quality and quantity of food, cleanliness and hygiene, service quality and punctuality. Non-compliance with the menu and serving unhygienic food can result in instant monetary fine/termination of contract. Fine will be imposed by either warden or Dean/A-dean, SA on recommendation of Hostel Affairs Council (HAC) and wardens.
3. Mess facilities consisting of kitchen and dining halls will be provided by the Institute at all the locations. Prospective Caterers may inspect available facilities with prior appointment. They may contact Office of the Warden for this purpose. The hostel is going to provide some of the kitchen equipment & furniture (benches & tables). However, it will be sole responsibility of the Caterer to arrange utensils and any additional equipment required for cooking food in kitchen(s), and serve it in dining halls. Caterer shall not make any demand for any extra equipment and utensils for food preparation and catering. Kitchen equipment available in the hostel by the Institute must be utilized by the Caterer. Daily maintenance of the equipment is the sole responsibility of the Caterer. **Caterer will bear the complete cost of the repairing and maintenance of the issued equipment. It is the responsibility of the caterer to return back all the issued equipment and utensils in the working condition at the end of contract.** For serving food, the Caterer needs to use their own stainless steel jugs, plates, cutleries, and glasses. Permission for use of paper plates, glasses in case of any special need, must be taken from the competent authority. **Use of any polyethylene utensils is strictly prohibited in the mess. Drain connected to the kitchen area needs to be cleaned on a regular basis by the caterer. If the caterer fails to clean, then the hostel office will arrange for immediate cleaning and the cost with appropriate penalty will be deducted from the mess bill.**
4. Breakfast, Lunch, Snacks and Dinner must be served as per the menu, sample menus as have been furnished in this document.

Note on the Menu:

- a. The Caterer will be required to provide Khichdi or any other suitable item for sick residents in lieu of the regular meals.
 - b. In case of a pandemic situation, the catering agency may be asked to provide tiffin/packaged food service to students into their respective rooms. The tiffin's or packaging will be provided either by the caterer at additional costing or by the students with additional charge of manpower involved.
5. DINING TIMINGS

Breakfast	08:00 - 10:00 am	Monday to Friday
	08:00 - 10:30 am	Holidays, Saturday and Sunday
Lunch	12:30 - 14:30	all days
Tea/Snacks	17.15 - 18:00	all days
Dinner (Summer)	20:00 - 22:00	all days
Dinner (winter)	19:30 - 21:30	all days

[Note: The above schedule is subject to change by the order of the Competent Authority.]

6. Type of service: Self-service with minimum of one counter for every 200 students or part thereof. For physically challenged persons there must be a provision for serving on the table.
7. Institute shall provide the following:
 - a) Water for cooking, washing and cleaning at prevailing rates on the basis of metered consumption.
 - b) Drinking water supply.
 - c) Electricity for the exclusive purpose of running the dining facilities at prevailing rates on the basis of metered consumption or as per decision of the Institute.
8. Procurement of the following items is the responsibility of the Caterer from the approved list of items.
 - a) Branded provisions, Ice cream, butter, Jam and milk
 - b) Fresh quality vegetables and fruits
 - c) The Caterer shall make its own arrangements for the commercial gas cylinders as well as cooking and serving utensils.
 - d) The Caterer has to make their own arrangements for procuring utensils, gadgets, equipment etc. to run the system efficiently. All the equipment brought by the Caterer into the hostel premises must be registered with the warden office.
 - e) Caterer shall not use any colors/chemicals while preparing food.
 - f) Major civil and electrical work will be attended to by the Institute. Minor maintenance jobs such as replacement of tube lights, bulbs, maintenance of kitchen equipment are the responsibility of the Caterer.
9. The Caterer shall use only branded raw materials and best quality resources within the expiry period for preparing food. The list of preferred brands is given below. Institute reserves the right to check the raw materials used for cooking and the cooking processes for compliance with the approved list.

Quality of ingredients and other items:

1. Rice:
 - a. **(Only for regular usage)** - 1.) India gate Basmati, Feast Rozzana 2.) Daawat Rozaana Gold Basmati Rice 3.) Kohinoor Charminar Select Basmati Rice 4.) Patnajali
 - b. **(Only for Biryani/Pulao)** - 1.) Fortune Special Biryani Basmati Rice 2.) India Gate Basmati Rice Feast Rozana 3.) Daawat biryani basmati rice 4.) Patanjali
2. Wheat Flour – 1.) Aashirvaad chakki Atta 2.) Pillsbury Atta 3.) Fortune Chakki Fresh Atta
3. Spices - 1.) Everest 2.)MDH 3.)Catch/ Tata Sampann/ Rakesh
4. Oil : 1.) Dhara Flt & Fine 2.) Fortune/Engine Katchi ghani 3.) Emami Healthy & Tasty / Nutrela Soya Oil. 4.) Mahakosh
5. Coffee : Nescafe/Classic/Brooke Bond
6. Cornflakes: Kellog's/Nestle/ Bagrry's/ Top
7. Papad- Lijjat/Bikaner/ Rajasthan
8. Tea : Brooke Bond/Lipton/TATA (Gold) , Red label
9. Bread- Britannia, Shakun, Modern

10. Ghee : Amul/Mother Dairy/Sudha
11. Jam : Kissan/Mapro/Top
12. Salt- TATA/Annapurna/Aashirvaad
13. Ketchup- Maggi/Kissan/Wakefield/Delmonte/Top
14. Milk - Sudha/Amul/Mother Dairy
15. Paneer –Sudha/Amul/Mother Dairy
16. Curd: Sudha/Mother Dairy/Amul
17. Pickles - Priya Foods, Tops, Nilons
18. Salad: All fresh items

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

Note: In case of non-availability of the mentioned brands, any other brand for any of the above items will be mutually decided by the Mess Committee and the Caterer and approved by the competent authority. Materials found in the store room other than the approved branded item will be sealed and will lead to penalty as decided by the mess committee, approved by wardens/A-dean SA/Dean SA. The vegetables to be used should be of fresh and good quality. Any rotten vegetables must be discarded immediately. Potatoes should be used in any item, if and only if it is mentioned in the menu, otherwise use of potato in any of the menu items without prior permission from the mess committee will lead to penalty. **In any case no item should contain more than 20% potato by weight, except for only potato-based items. Peeling potatoes is mandatory before using it. The curry type (gravy/semi-gravy/dry) will be decided by the Hostel Management. The vegetable items should not have a disproportionate/unnecessary amount of water.**

10. Following shall be the responsibilities of the Caterer regarding hygiene and cleanliness:
 - i) **Personal & Food hygiene** (it includes personal cleanliness of mess workers, general health, fitness, dress code in the kitchen)
 - a. The food must be prepared in clean, hygienic and safe conditions. The food served in the mess should follow acts and rules as prescribed by the Food Safety and Standards Authority of India.
 - b. The serving persons must wear gloves, caps, and aprons while serving the food. Handling of food with bare hands is strictly prohibited.
 - ii) **Kitchen hygiene** (it includes work area hygiene and equipment hygiene)
 - a. The kitchen, dining hall, hand wash area, dish washing area etc. will be washed with water and soap solution and mopped, after every meal (breakfast, lunch, snacks and dinner). The areas will be disinfected after every meal and periodic fumigation should be done as and when required.
 - b. High quality hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily. The drain carrying the wash water **must be cleaned by the caterer** at least once in a week.
 - c. All the cooking burners/stoves, tawa, potato peeler, vegetable cutter, dough maker, grinders need to be cleaned at least once in a week. Fans, Water Coolers and purifiers should be cleaned and maintained as per the instructions by the authority. Record of all such cleaning should be properly maintained.
 - d. The Caterer will be responsible for cleaning of the dustbins for maintaining proper hygiene.

iii) Food Service area hygiene

- a. After every meal (breakfast, lunch, evening tea and dinner) all the plates, cups, katoris, glasses, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for the next meal. All the vessels used for cooking also should be washed in soap solution and hot water. All the vessels should be clean and available for cooking the next meal. The cleaning material used should be of quality approved.
- b. Dining hall should be washed with water and soap solution and mopped after every meal.
- c. The kitchen and the serving area should be maintained as per the standard of a three star hotel.

iv) Waste disposal and dish wash area hygiene

- a. The garbage collected from the kitchen, dining halls, and dish wash area will be disposed of daily. The surroundings shall be kept clean and hygienic.
 - b. The Caterer will also provide branded liquid soap for the hand wash area, else the hostel office will supply the same and the cost will be deducted from the mess bill.**
 - c. In case, the cleaning of kitchen and dining is not found suitable, the hostel office can clean that area and cost for the same will be deducted from the mess bill. **Caterer is completely responsible for buying and maintaining dustbins.**
 - d. Disposal of waste generated every day from the kitchen and dining area should be carried out as per solid waste management rule 2016 & local municipality rules.
11. The food cooked in the dining facility shall not be served in other places inside/ outside the campus without the prior approval of the competent authority. The Caterer shall not serve food cooked outside the dining facility. Raw material stored in the Mess should be for the exclusive use for the student dining facilities in the hostel premises only.
 12. Under special circumstances, the Caterer shall cater for an additional number of students/staff members, as requested by the Institute at short notice.
 13. The Caterer shall not assign, sublet or part with the possession of the licensed premises and properties of the Institute therein or any part thereof under any circumstances.
 14. On expiry/termination of the license, the Caterer shall vacate the licensed premises. All fixtures, furniture etc. which are Institute properties should be handed over to the Institute in good and tenable conditions as it has been handed over to the Caterer at the time of occupation of the dining facility, else appropriate fine will be charged on the caterer. Cost of repair charges for mishandling and willful damage will be deducted from the Performance Security.
 15. The Caterer shall not construct or make any structural alterations or install additional fittings inside the premises of the work place without prior written approval from the competent authority.
 16. The selected Caterer shall start the dining facility from the date informed by the hostel office.

17. The mess workers engaged by the Caterer:

- a. Staff strength shall be as indicated by the company/firm. Based on the requirements, the Institute reserves the right to order for increasing the staff strength in case of unsatisfactory service/performance. However, minimum staff to be deployed is in the following. There shall be two shifts. Each shift should have at least one skilled cook per 200 students., one semi-skilled cook per 50 students and one helper per 25 students. If anybody is on leave then the contractor will arrange substitute but in no case the number of staff should fall below the minimum number of staff per shift per students' strength as indicated above.
 - b. They shall not act in any way detrimental to the interest of the Institute.
 - c. They will not be employees of the Institute and shall not have any claim whatsoever on the Institute.
 - d. The Caterer shall provide ID Cards to the staff. It will be verified and certified by the Institute Security Officers.
 - e. They must follow the security instructions as directed by the Security Officer of the Institute.
 - f. They shall not participate in any strike or protest in any form.
 - g. The caterer must take safety measures for the workers working under him. It is the total responsibility of the caterer if anything untoward happens to them during their working hours within the premises.
 - h. The workers should have experience in working in large canteens, hotels, hostel messes for a period of at least two years and should have the knowledge and aptitude of preparing food both vegetarian and non- vegetarian under proper hygienic condition.
 - i. **The workers must wear necessarily Clean Uniforms, hand gloves and caps/hair net in the kitchen and service areas. They should display their name badges.**
 - j. No accommodation, except a changing/resting room, will be provided to the workers of the caterer.
 - k. No person with any criminal record will be allowed to work in the hostel Mess.
 - l. The Caterer should submit all necessary statutory documents at the time of submitting bills to the hostel office in compliance with the minimum wages, EPF, ESI & GST.
 - m. The Caterer shall disburse the wages to its staff deployed in the hostel every month through ECS.
 - n. The Caterer should ensure that the payment is made to the staff as per Minimum Wages act.
 - o. No mess worker should stay/sleep in the mess during night time after 10:30/11:00 PM except when authorized by the Warden.
 - p. The Caterer shall be responsible for the proper conduct and behavior of the workers engaged for them.
 - q. The caterer should submit in advance names, ESI/EPF numbers and other details of workers engaged.
Replacement/ removal/ addition of workers must not be done without permission of the institute.
18. **i. Employment** of child labour, defined as per relevant labour laws, is strictly prohibited.
- ii. The Caterer will provide the details of their staff including ID proof and maintain a register with name, age and address of all the employees working at a given time at the site office and inform the same to the Institute. The Caterer shall report any changes in the list of staff to the Institute. The Caterer shall arrange security passes to all his

employees from the security section of the Institute. **For girls hostels the caterer should employ only female staff for serving and cleaning.**

19. Institute is a **“NO SMOKING ZONE”**. The Caterer should ensure that the personnel engaged DO NOT SMOKE while working. The Caterer shall ensure that personnel do not indulge in drinking alcohol or any other intoxicants and are not under the influence of alcohol or other intoxicants in the Institute. The Caterer shall ensure that such personnel shall not indulge in any sort of **“Gambling”** inside the Institute campus. Smoking, consumption/distribution of alcohol, use of gutka by the employees, defacing of premises is strictly prohibited in the hostel. In case any mess worker is found under the influence of alcohol, action will be taken as per the rules of the state govt.
20. The Caterer should ensure that all his staff are free of communicable & contagious diseases. **Medical Certificates to this effect should be submitted. Only those staff should be employed by the caterer whose character and antecedence are verified. The caterer shall ensure submission of Police verification report of all his staff within 15 days of award of the contract.**
21. All expenses related to the functioning of the employees engaged by the Caterer shall be in the scope of the Caterer.
22. The Caterer is solely responsible for the payment of minimum wages, ESI and EPF for all their workers as per the Government of India and Government of Bihar norms as applicable and should meet any other statutory and non-statutory benefits/obligations. The record of duty hours and pay structure should be maintained as per rules, for inspection by the government authorities.
23. The Caterer needs to produce the proof of previous month payment of wages, EPF, ESI and other statutory dues to his workers along with the current mess bill (the only exemption is for the first month).
24. Periodic cleaning of fixtures (including lights, fans and other kitchen equipment) shall be carried out by the Caterer maintaining the record which will be checked by the Institute.
25. Caterer must make his own arrangements for house-keeping of the dining and kitchen area. The kitchen, washing area and store rooms shall be maintained neat and clean at all times.
26. Waste disposal is the responsibility of the Caterer. Caterers under no circumstances shall dispose of plastic and food waste into the drainage.
27. While accepting the offer, the Caterer has to execute an undertaking accepting the terms and conditions for running the dining facility (A sample is given in Annexure B, which may be furnished subject to modification).
28. The institute will decide the charges of the guest meal in consultation with the Caterer.
29. The caterer should not be debarred/ blacklisted by any of the Institutes/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. as on the date of EoI application. Undertaking/ information/ declaration regarding previous blacklisting/ debarment must be furnished in the prescribed format. Subsequent blacklisting/ debarment must also be informed to the institute at the earliest.

GENERAL TERMS & CONDITIONS

1. If at any stage the involvement of the Caterer in any uncalled-for activity is found, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the license is liable to be terminated by the Competent Authority by giving one month's notice. In case Caterer wants to terminate the contract, he/ she has to give a minimum three months' notice.
2. The premises of the mess will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the Competent Authority.
3. Safety measures are to be provided by the catering company/agency.
4. The Institute shall not be the party in case any dispute takes place between the Services provider and his employees. The Caterer shall be fully responsible for their employees.
5. **Mess must not be temporarily closed without prior permission of A Dean Student Affairs even during winter or summer vacation.**
6. Only residents of the hostel, staff and authorized guests will be allowed to dine in the mess. All such authorization needs to be approved from the warden office.
7. All items will be cooked in the kitchen of the hostel.
8. The Caterer should register its firm with the Regional Labor Commissioner (Central), PATNA as a Caterer under the Contract Labor Regulation Act and obtain a Labor License and complete all required statutory/ legal formalities at his own cost. Similarly, the caterer must possess valid food license (*by FSSAI*).
9. **Minimum penalties for violation of rules, terms and conditions (it will be imposed by students mess committee verified by warden's council):-**

The caterer will be fined in case of violation of the following rules. As and when the mess committee proposes a fine it will inform the representative of the Caterer or mess manager and a fine will be imposed with consent of the Warden.

Penalty criteria	Per instance
Non-availability of complaint register on the counter / discouraging students from registering complaints	Rs. 3,000/-
Changes in menu without permission of mess committee	Rs. 3,000/-
Insects found in food	Rs. 3,000/-
Soft objects like hair, rope, plastic, cloth etc. in food	Rs. 3,000/-
Any complaint of stones/pebbles	Rs. 3,000/-
Hard and/or sharp objects like glass pieces, nails, hard plastic etc.	Rs. 5,000/-
Three or more complaints of unclean utensils in a day week	Rs. 5,000/-
If mess council in consultation with students in present mess agrees that certain item of a meal was not cooked properly / extra spicy	Rs. 3,000/-
Food poisoning	Rs. 2,00,000/-
If mess timings mentioned in the EOI - Terms & Conditions or decided with the respective council have not been followed	Rs 3,000/-
If food for any meal gets over during the mess, timings and waiting time is more than 15 minutes for lunch and dinner, and 10 minutes for breakfast and snacks.	Rs. 3,000/-
If the quality of milk is not found appropriate, or it is diluted. It should have 3- 4% fat content.	Rs. 3,000/-

Penalty criteria	Per instance
Inappropriate personal hygiene of workers including their dress and/or misbehavior by workers etc.	Rs. 5,000/-
Failure to maintain a proper health checkup of the workers	Rs. 5,000 /-
Using brands not mentioned in the contract without prior permission and Adulteration	Rs. 10,000/-
Use of Expired raw materials/food items.	Rs. 10,000/-
Stale food found in mess	Rs. 5,000/-
Any tampering with gas cylinders / gas pipelines	Rs. 5,000/-
Use of newspapers to keep fried items or any cooked food	Rs. 1,000/
Fine on any discrepancy (hygiene in kitchen area, dining area, store rooms, etc.)	Rs. 3,000/-
If any item in which prior permission for use of potato has not been taken and potato is found to be used	Rs. 3,000/-
If quantity of potato in any item exceeds 20% by its weight	Rs. 3,000/-
Mixing of veg with non-veg	Rs. 3,000/-
Number of workers is less than the promised	Minimum wages per day
Failure of providing the breakfast/lunch/dinner (Backup provision's cost will have to be borne by the caterers)	Rs. 25,000 + termination notice
Complaints by vendor or workers for non-payment	Rs. 3,000 per every day of delay in clearing the bill
Changing cook, manager or staff without intimation to hostel office	Rs. 5,000
Use of used/burned oil	Rs. 5,000

Please Note:

- Food Poisoning shall invoke a hefty fine of at least Rs. 2 Lakhs or more, along with cancellation of contract and possible blacklisting of the caterer. The Performance security deposited to the institute will not be refunded to the caterer if the contract is cancelled for the above reason.
 - For any rule stated in the agreement, the first violation of the rule will attract a fine as per the above- mentioned table. Second and subsequent violations of the same rule on a different day within 30 days of previous violation will attract 5 times the initial amount of fine on the caterer.
 - Absence of proprietor or his representative in the mess council meetings (which will be held once every month) on due invitation will attract a fine of Rs. 10,000/- on caterer.
 - As and when the mess council proposes a fine, it will inform the representative of the caterer or mess manager, and fine will be imposed with consent of the wardens.
 - Severity of hygiene failure shall be assessed and decided by the mess council and fined appropriately. In case of gross failure/negligence, a severe penalty will be imposed, which could be a hefty fine and/or termination of the Contract.
10. The Caterer shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Caterer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Caterer in respect thereof, which may arise.

11. **Applicable Law:**

- (a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such

- Commercial dealings / processing, as may be applicable upon IIT Patna.
- (b) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Patna, India only.
- (c) Any dispute arising out of this purchase shall be referred to the Registrar IIT Patna, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, (to be appointed by the Director of the Institute). The decision of such Arbitrator shall be final and binding on both the parties.
12. The acceptance of the quotation will rest solely with the Registrar, IITP, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all of the quotations received without assigning any reason(s).
13. **Important:** The Director may accept or reject any or all the bids in part or in full without assigning any reason and doesn't bind himself to accept the lowest bid. The institute at its discretion may change the quantity / upgrade the criteria / drop any item, at any time before placing the Purchase Order.
- Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (i) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If a Force Majeure situation arises, the Supplier shall promptly notify IIT Patna in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
14. The in general Printed conditions of supply of the firm, if any, will not be binding on the Institute.
15. The bidders can quote only items with minimum 20% domestic value additional/local content. Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. The bidders are required to furnish a self-certificate regarding the items meeting local content requirement, mandatorily mentioning following:
- a. Percentage of Local Content.
- b. Location(s) at which the local value addition is made.
- Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as per instructions contained in Public Procurement (Preference to Make in India) Order 2017, as amended from time to time. The margin of purchase preference shall be 20%.
16. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

17. This tender is being invited in compliance with Rule 144 (xi) of GFR Rules, 2017 as under:

I. Bidder (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

III. “Bidder from a country which shares a land border with India” for the purpose of this order means.

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

a.) “Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of share or capital or profits of the company;

b.) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capitals or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with third person.

The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

18. ACCOUNTING AND PAYMENT:

It is the sole responsibility of the vendor to ensure that the students who paid mess fee are taking meals and no unauthorized person(s) /fee defaulters are taking meals. Institute shall have no role in this regard. **Vendor shall also monitor mess rebate of students.**

- a. The mess committee in each hostel will review the service performance of the caterers through regular inspection visits and meetings scheduled on 27th of every month.
- b. It is mandatory for the caterer (or official representative) to attend these meetings without fail.

Based on the feedback of the students and the officer-in-charge of the mess/dining facility sent to Warden(s), the applicable non-compliance charges shall be levied upon the caterer. Appropriate penalty clauses will also be invoked for non-compliance of quality of service of the contract. If the staff appointed by the caterer is not found in uniform and violating the rules and regulations, Hostel Management (comprising warden and hostel affairs council) has the right to impose a penalty. **At any point of time, if the hostel management found the appointed manpower by the caterer is insufficient to address catering needs, hostel management has the right to employ temporary staff whose labour charges will be borne by the caterer. Bills should be submitted to hostel office on monthly basis.** Students whose mess rebate has been admitted and approved by the Hostel Management will be accordingly adjusted in the bill. Rebate shall be provided to students as per prevalent rules and institute. It shall be responsibility of vendor to verify rebate claim of the students. Students whose mess rebate has been admitted and approved by the Hostel Management will be accordingly adjusted in the bill.

A student is eligible to avail “**Mess off**” for a minimum of 5 days at a stretch only if the concerned student takes the approval from the hostel office through the prescribed procedure, which has to be submitted to the mess manager of the respective mess at least 03 (three) days in advance. A student can avail maximum of 15 "Mess off" days in a semester. This period may be extended in exceptional circumstances (like any pandemic) on consent of warden(s), academic leave (supporting documents like office order/approval required) and medical leave (on submission of valid supporting medical documents). Mess vendor has to take the list of students on leave every day at 5:00 PM from hostel office.

19. **COST OF BID:** The Caterer shall bear all costs associated with the preparation and submission of his bid. The Institute will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the empanelment process.
20. **VISIT TO THE INSTITUTE:** *The caterer may visit institute/mess area before submission of EOI at his own cost. In any case, it* shall be deemed that the Caterer has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of the bid.

21. CLARIFICATION OF EOI DOCUMENT

- A) The Caterer shall check all the pages of each and every document against page number given in indices and, in the event of discovery of any discrepancy or missing pages the Caterer shall inform following person:
 - 1.) For mess operation and modality: sa_office@iitp.ac.in
 - 2.) Bid Submission/ Empanelment: Deputy Registrar, Student Affairs (dr_sa@iitp.ac.in).

- B) The Caterer is expected to examine all instructions, forms, terms and conditions in the EOI document. Failure to do so on part of the Caterer and failing to furnish all information required by the EOI document or submission of a EOI not substantially responsive to the requirements detailed in the EOI document in every respect will be at the Caterer's risk and may result in rejection of his/her bid.
- C) The Caterer shall not make or cause to be made any alteration, over-writing, erasure or obliteration to the text of the EOI document. The Institute may terminate the contract if it is found that the Caterer is black-listed on previous occasions by any of the Institutes/Local Bodies/Municipalities/Public Sector Undertakings, etc.

The Institute may also terminate the contract if the selected Caterers fail to furnish the Performance Security or fail to execute the work-order.

- 22. **The Caterer must follow the mess menu and follow mess timing strictly.**
- 23. Canvassing or offering of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
- 24. Failure of the successful Caterer to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the Award/Contract and forfeiture of Bid Security and Performance Security.
- 25. **Penalty for withdrawal of services before the period of contract**
 - a) The Institute reserves the rights to decide on the candidature of such caterers in future EOI/tender.
 - b) Forfeiture of Bid Security/ Performance Security in addition to penalty imposed by Warden.
 - c) *Institute reserves the right to debar such firm.*
- 26. **DISPUTE:** Any dispute that may arise shall be referred to the Director, Indian Institute of Technology PATNA whose decision shall be final.
- 27. **JURISDICTION:** If any dispute/legal issues are not settled through **arbitration**, then legal jurisdiction would be **Patna, Bihar**, only.
- 28. The Institute reserves the right to cancel the EOI fully or partially without assigning any reason thereof.
- 29. No price hike will be provided to Caterer for any reason during the entire duration of the EOI Contract.
- 30. Pest control in the Kitchen area, Dining area and the Storage area should be carried out through licensed agencies at least once a month by the caterer. In case if the hostel council contracted and paid the pest control agency, the full amount of the Pest control contract will be deducted from the mess bill.
- 31. It is the sole responsibility of the caterer to prohibit dogs, cats and other animals from entering the kitchen and the dining area.
- 32. **Amendment to EOI Document:** At any time prior to the deadline for submission of bids, IIT PATNA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or as an outcome of Pre-Bid meet, modify the EOI documents by Corrigendum. The same would also be hosted on the website of the IIT PATNA and all prospective bidders are expected to surf the website

before submitting their bids to take cognizance of the amendments, if any.

The institute also reserves right to cancel the tender/EOI without assigning any reason.

RULES PERTAINING TO FOOD

1. Adequate Salad will be provided during lunch and dinner. It will consist of lemon, green chillies, tomato, cucumbers, beetroots, carrots and radish. The choice of salads is completely with the Warden Council, based on availability in the market.
2. Raita to be served when dishes like Biryani are served.
3. Food should be served and maintained warm at all times.
4. Paper napkins should be provided when fried food is served. Butter paper should be used to keep the fried items.
5. Use of Dalda / Vanaspati Ghee is strictly prohibited.
6. Different quality of rice should be used for Biryani and plain rice. Long grain and thin rice should be used for normal meals and for special dinner/lunch, biryani, branded basmati rice should be used.
7. Water should be always served on the tables by the caterer staff and filled salt dispensers must be available on the table.
8. The performance of the manager as per his skills to manage staff and students would be judged by the mess council. The manager would be allowed to continue only if the mess council is satisfied with his/her performance. The contractor would otherwise have to arrange for another manager.
9. The use of monosodium glutamate (ajinomoto) is strictly prohibited.
10. A sufficient number of counters, as decided by the Mess Council, should be operational.
11. A list of management or supervisory positions must be given by the caterer to the mess council, which states the name of the person whom the mess council should contact for a particular issue in the mess. This list should be maintained formally and given to the mess council. Any changes in these positions should be told beforehand, unless there is an emergency.
12. Food wastage should be weighed daily for all meals and should be displayed in the mess. The surplus mess food from each meal could be distributed to the workers of the hostel as decided by the hostel council.
13. Disposable Glasses and plates, spoons or any other disposable items should be provided to students at no extra cost during serving of food as and when required based on the recommendation of Warden Council.
14. No stale (not fresh, items used in a meal) items should be found in a mess after 36 hours of its preparation, else a fine will be imposed as decided by the mess council & Warden.

NUMBER OF STAFF ENGAGED

(Please refer to **page no. 12** for minimum number of staffs per shift students' strength wise)

Fill the number of staffs the company is planning to deploy for the mess. The company must present a justification for the mentioned number in detail. Empanelment will be done based on your justification along with other criteria.

Biometric attendance of all mess staff shall be taken by the warden office and in case there is less number of staffs from the aforesaid, fine will be levied along with deduction of all those workers' salary from the mess bill.

Category staff	Number of staff to be employed
Manager	
Supervisors	
Cook	
Assistant Cook	
Helper	

NB: Female serving and cleaning staffs are preferred for Girls hostel.

For any additional strength of students in any dining hall, the minimum staff has to be increased proportionately. Names of the current staff as in above table should be available in the register maintained at the site office (dining facility). The mobile phone numbers of managers and supervisors should be displayed in the dining hall. **It is mandatory for the caterer to check the mess card of students and to keep a record of the number of students availing mess every day.**

Signature & name of the authorized person with address

Sample Mess Menus:

Sample Regular Mess Menu:

Day	Breakfast	Lunch	Snacks	Dinner
Compulsory Items (Everyday)	Bread (4-6 piecess), Butter (5 gm), Jam (10 gm), Sprouted Grains (Chana, boiled Moong) (50 gm), ,Salt, Sugar. Pick any 1: Milk (200 ml)+Cornflakes OR Tea+ Egg(2)/Fruits (Alternate)	Salad (cucumber, carrot, beet root, tomato), Hari Mirch, Lemon, Pickle, Salt, Sugar, Sudha packed curd, Rice, Roti and sambhar papad (M + W + F)	Tea/ Coffee + Biscuits (2 tea puff)	Salad (cucumber, carrot, beet root, tomato), Hari Mirch, Lemon, Pickle, Salt, Roti, Dal, Rice & Rasam papad (T + T + S)
Monday	Puri + Aloo chana Sabji	Arhar Dal, seasonal veg		Mix veg, Rajma Masala, gulab jamun
Tuesday	Idli + Sambhar + vada Coconut Chutney	Palak Dal, karela sabji,		Veg. Pulav, paneer
Wednesday	Poha + jalebi (4 pc)	Masoor Dal, cabbage sabji		banana fry, daal, tomato soup, chicken
Thursday	Aloo Paratha + dahi + green chutney	Moong Dal, Parwal sabji		Tomato Rice, Sevaiya/ Kheer, daal, bhindi sabji
Friday	Onion Uttapam + Sambar + Coconut Chutney	Peas / Gobi Masala, moong dal, Raw banana fry		Chili baby corn/chicken, daal, fruit custard ,
Saturday	Dosa + Sambar + Coconut Chutney	chhole bhatore, khichdi, aloo bhujia		Methi Roti Mix Dal,seasonal mix veg ,rasgulla
Sunday	Aloo / Gobi/ Mix. Veg. Paratha + Pickle + Curd	Rajma Dal, Veg Kofta/egg Curry(2)		Chicken , Paneer sabji, veg biryani, ice-cream/Dahi bada

Chicken: weight :135 gm (without gravy)

Paneer: weight 80 gm without gravy

Sample Mess Menu (Mess strength decreases more than 25%):

Day	Breakfast	Lunch	Snacks	Dinner
Compulsory Items (Everyday)	Bread (4-6 pieces), Butter (5 gm), Jam (10 gm), Sprouted Grains (Chana, boiled Moong) (50 gm), Salt, Sugar. Pick any 1: Milk (200 ml)+Cornflakes OR Tea+ Egg(2)/fruits (Alternate)	Salad (cucumber, carrot, beet root, tomato), Hari Mirch, Lemon, Pickle, Salt, Sugar, Curd (100 ml), Rice, Roti and sambhar papad (M + W + F)	Tea/ Coffee + Biscuits (2 tea puff)	Salad (cucumber, carrot, beet root, tomato), Hari Mirch, Lemon, Pickle, Salt, Roti, Dal, Rice & Rasam papad (T + T + S)
Monday	Puri + Aloo chana Sabji	Arhar Dal, aloo gobhi (seasonal veg)		Mix veg, Rajma Masala,
Tuesday	Idli + Sambhar + vada Coconut Chutney	Palak Dal, karela sabji,		Veg. Pulav, White chana masala
Wednesday	Poha + jalebi (4 pc)	Masoor Dal, cabbage sabji		banana fry,daal,tomato soup
Thursday	Aloo Paratha + dahi + green chutney	Moong Dal, Parwal sabji		Tomato Rice, Sevaiya/ Kheer, daal, bhindi sabji
Friday	Onion Uttapam + Sambhar + Coconut Chutney	Peas / Gobi Masala, moong dal, Raw banana fry		Chili babycorn/chicken, daal,
Saturday	Dosa + Sambar + Coconut Chutney	chhole bhatore, khichdi, aloo bhujia		Methi Roti Mix Dal,seasonal mix veg
Sunday	Aloo / Gobi/ Mix. Veg. Paratha + Pickle + Curd	Rajma Dal, Mix Veg		Chicken , Paneer sabji, ice- cream/Dahi bada

Chicken: Weight: 135 gms (without gravy)

Paneer: weight 80 gm without gravy

Main Course				
Paneer item (80 gm, One from the list)	Paneer Butter Masala		Rice Lemon Rice	
	Chilly Paneer		Tamarind Rice	
	Paneer Manchurian		Coconut Rice	
	Palak Paneer		Veg fried rice	
	Paneer Hyderabadi		Veg Pulav/ Peas Pulav	
	Kadhai Paneer		Jeera Rice	
	Paneer Bhurji		Matar Pulav	
	Paneer 65		Tomato Rice	
	Chilly Paneer Mushroom		Gulab Jamun	
	Chicken Items (135 gm, One from the list)		Chilly Chicken gravy	Rasogulla
			Chicken Hyderabadi	Ice Cream-(Sudha, Amul, Mother Dairy/vadilal/Havmor) Rs. 10/- per pack
			Chicken Kassa	Motichoor laddoo
			Kadhai Chicken	Rasmalai
			Chicken 65 starter	Gajar ka halwa
Tomato Chicken		Moong ka halwa		
Black Pepper chicken				
Chicken Butter Masala				
	Rice (One from the list)		Desserts (One from the list)	

Tentative list of items for different meals			
Breakfast Items	(Chutney :coconut/groundnut/ Kadipatta) 1) Idly + Vada + chutney+ sambhar 2) dosa + chutney + sambhar 3) Mysore Bonda + chutney + sambhar 4) chana + suji halwa 5) Maggi + tomato sauce 6) Semiya Upma + chutney 7) Rava dosa + Chutney+sambhar 8) Onion Uthappam + chutney+ sambhar 9) Rava Upma + chutney 10) Masala Dosa (aloo-onion) + sambhar. 11) Aloo Paratha + chutney + pickle 12) Gobi /Paratha + chutney + pickle 13) Methi/ Paratha + chutney + pickle 14) Poha + jalibe 15) Paratha + Egg/Paneerbhurji(100 gm) 16) Puri/sabji.	Curry-1 (SABJI)	1) Mix veg curry. 2) Cabbage Tomato 3)Green peas masala 4)Carrot beans 5)Chana masala 6)Brinjal masala 7)Cabbage capsicum 8)Aloo-capsicum 9)Laukikofta curry. 10)Alumatar. 11) Alugobimatar masala. 12) Aloo Gobi Beans masala 13)Veg Manchurian 14)Alu carrot peas masala 15)Chilli Gobi 16)Gobi Masala. 17)VegKofta. 18)Jack fruit curry.
Item-1 (RICE)	1) Rice. 2) Lemon Rice. 3) Tamarind Rice. 4) Coconut Rice. 5) Veg fried rice. 5) Peas Pulav 6) Veg Pulav 7) Jeera Rice 8) Tomato Rice	Item-2 (ROTI)	1) Roti 2) Poori 3) Plain paratha 4) Methi chapatti 5) Methipoori
Fries (BHAJA)	1) Bhindi fry 2) Beans fry 3) Aloo fry 4) Parwal fry 5) Raw Banana fry 6) Cauliflower fry 7) Karela Fry/Bitter gourd fry 8) Baigun Bhartha	Dals	1) Arhar dal (Toor Dal) 2) Palak dal 3) Moong dal 4) Dal makhani 5) Mix dal 6) Masoore dal 7) Tomato Dal 8) Chana Dal 9) Tadka dal 10) Rajma 11) Dalma 12) Kadhi pakoda

**Model feedback form for evaluation
(Online or offline)**

Sl. No.	Description	Excellent	Very good	Good	Average	Poor	Very Poor
		(5 points)	(4 points)	(3 points)	(2 points)	(1 points)	(0 points)
1	Quality of the food served **						
2	Quantity of food served						
3	Cleanliness, hygiene and waste disposal						
4	Catering service and Punctuality						
	Total						

** Obtained points will be multiplied by two.

Based on the points obtained in the performance evaluation, the following deductions shall be made from the monthly bill, payable to the caterer. This deduction will be separate from the fine imposed on the caterer listed for the reason as mentioned in item 9 in General terms and conditions.

Sl. No.	Points	Percentage Deduction
1	20-25	nil
2	16 - 19	2
3	12 -15	5
4	10 -11	8
5	6 -10	12
6	5 and Below	18

The final decision on the feedback evaluation points will be carried out by the mess monitoring Committee. The caterer is expected to get overall “good” and at least “average” in each category in all months. “Very poor” in any month and “poor” twice in a row will attract additional penalty and / or termination of contract.

NOTE:

1. The work executed in the own name of the bidder only will be considered for meeting the eligibility criteria.
2. Certificate of Relevant Experience: The bidder must produce/enclose a certificate of experience issued from central Govt./ State Govt./ PSUs/ Autonomous Body/ other reputed Firms. The certificate should mention the following details:
 - a. The certificate of experience should be **exclusively** for Supplying Mess/catering Services as required above.
 - b. Certificate containing the value of contract work and not clearly specifying the value of the work of **mess/catering services** during the period of the contract, **WILL NOT BE ACCEPTED.**
3. Production of originals for verification: The bidder may be asked to produce the original document for verification at any stage of the tender process as and when sought for, failing which in the bids are liable for the disqualification.
4. Weekly off should be provided to all mess workers as per labour law. However, roster/rotation system must be followed to ensure that mess workers are available every day for providing mess services.
5. Exemption to comply with any of the above criteria should be duly supported by the Government orders/ other Govt. documents.
6. Bidder must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted with technical bid.

Evaluation Criteria

[A] Technical Evaluation / Document Verification: The bidder will be called for document verification of all the technical requirements mentioned in the MINIMUM ELIGIBILITY CRITERIA REQUIRED FOR BIDDING (TECHNICAL QUALIFICATION) including the following:

- i) Brief History of the firm
- ii) Kind of services provided by the bidder in other Government Organization.
- iii) Compliances report on payment of Statutory Dues by the bidder
- iv) Proposed plan for deployment of mess services in IIT Patna.

The tenders of the bidders who do not turn-up for the document verification will be summarily rejected.

In case of any of the document could not be produced or not found satisfactory, then the bid of such bidder will be rejected.

IIT-Patna will determine whether each bid is complete and is substantially responsive to the Bidding Documents. A substantially responsive bid is one which conforms to all the Eligibility Criteria and Terms & Conditions of the Tender document without deviations, exceptions, objections, conditionality or reservations. The technically fit and substantially responsive bid will be allowed for the next level and opening of financial bids.

TECHNICAL BID

Evaluation Criteria

The bidders will be evaluated on the following criteria:

I. Average annual turnover of preceding three years (FY 2020-21 to 22-23)		
Less than 3 crores	NIL	Total Marks
Greater than 3 crores	10 marks	25
Greater than 7 crores	15 marks	
Greater than 15 crores	20 marks	
Greater than 25 crores	25marks	
II. Number of Years of experience (continuous)		
Upto 3 years	5 marks	25
Upto 5 years	10 marks	
Upto 10 years	20 marks	
Upto 15 years	25 marks	
III. Numbers of diners per day at a single kitchen (in preceding three years)		
Upto 100 diners	5 marks	25
Upto 200 diners	10 marks	
Upto 300 diners	15 marks	
Upto 400 diners	20 marks	
Upto 500 diners	25 marks	
IV. Running contract in IITs, IIMs, IIITs, IISERs, NITs & other CFTIs		
01	0 marks	10
02	5 marks	
03	10 marks	

V. Satisfactorily completed works at academic institutes like IITs, IIMs, IIITs etc with minimum 500 persons/day in the last 3 years = 15 marks

Total marks = 100

Threshold marks will be 70. The firm scoring less than 70 shall not be considered for Presentation/ award of contract.

Top ten (or less if the number is less than 10) technically qualified scorers in the technical evaluation will be called for the presentation. Venue of Presentation will be IIT Patna and it shall be physical. The institute reserves right to conduct online presentation if situation so warrants. However, online presentation cannot be claimed as a right by the bidders.

The tenders/EOI of the bidders who do not turn up for the presentation will be summarily rejected. The presentation will be evaluated and presentation marks (Y) will be obtained on a maximum score of 20. The total technical score/ marks including presentation of the qualified bidders (who are called for and attended presentation) shall be computed using following formula.

$$\text{Total Technical Marks (T)} = [(X + Y) * 100] / 120$$

The technical scores of all other bidders who are invited for the presentation and attend it, will be considered technically qualified and financial bids of only those bidders will be opened.

NOTE: The technical bid shall be opened on the scheduled opening date and the price bid of only the firms/agencies who are found qualified on evaluation of the technical bid, shall be opened on a later date (working day) with intimation to the bidders.

Financial bid must be submitted separately in the prescribed format.

FINANCIAL BID

Price per student per day (Including Breakfast/Lunch/Evening Snacks/Dinner)

Rate(₹)	
GST	
Total	

GST shall be as per prevalent government rate.

Price for one student/day will be submitted by the catering vendor, strictly as per the provided format.

The daily rate quoted by the caterer shall include the following costs (Both capital and operational):

- a) Wages for all relevant human resources,
- b) Fuel/ gas
- c) All general provisions, vegetables, fruits and milk of good quality,
- d) Logistics – transportation, loading and unloading, and storage,
- e) Utilities (water, electricity, etc.)
- f) Waste disposal
- g) Applicable GST and other taxes.

Bidder quoting less than ₹ 135/- per student per day (total cost) shall be rejected out rightly.

Final Evaluation of Tender:

The final bid score of the Bidders for the bid shall be worked out as under:

$$\mathbf{Final\ Bid\ Score\ (FBS) = (T/Thigh \times 30) + (Clow/ C \times 70)}$$

Where

C = total cost per student per day quoted by the bidder.

Clow = the lowest of all Quoted cost per student per day among responsive Bids.

T = the total Technical Score awarded to the Bid.

Thigh = the Technical Score achieved by the Bid that was scored best among all responsive Bids.

Top ten (or less if the number is less than 10) **final bid scorers shall be empaneled to provide mess services at IIT Patna.** In the event of two or more Bidders securing exactly the same final bid score, tie breaking criteria shall be applied as mentioned in the tender.

Out of the empaneled firms, as per above, top five (or as per requirement of the institute) bidders shall be awarded contract initially in different messes of IIT Patna. If the contract with any bidder is terminated due to any reasons then the remaining empaneled bidders shall be considered for contract in order of the higher final bid score.

The empaneled vendors must offer **same total price per student per day.**

The total price per student per day shall be determined by obtaining average of the quoted total price of all the empaneled firms.

Empanelment shall be upto three years from the closing date of bid submission.

It is a condition of the tender/contract that the empaneled firms must have to provide mess services whenever called by IIT Patna during the currency of the empanelment at the prescribed rate, as per above. **Denial of the same will lead to debarment of the firm and forfeiture of the EMD.**

Empanelment terms and conditions:

Please note that empanelment does not confer award of contract.

Technically qualified bidders as per ranking shall be empaneled to provide mess services at IIT Patna. In the event of two or more Bidders securing exactly the same final bid score, tie breaking criteria shall be applied as mentioned in the tender.

Out of the empaneled firms, as per above, top six (or as per requirement of the institute) bidders as per ranking shall be awarded contract initially in different messes of IIT Patna as per requirement of the institute. If the contract with any bidder is terminated due to any reasons then the remaining empaneled bidders shall be considered for contract in order of the ranking.

The empaneled vendors must offer **same total price per student per day** as per L1 technically fit vendor. L1 technically fit bidders shall be awarded first rank and the order will follow.

Empanelment shall be upto three years from the closing date of bid submission.

It is a condition of the tender/contract that the empaneled firms must have to provide mess services whenever called by IIT Patna during the currency of the empanelment at the prescribed rate, as per above. **Denial of the same will lead to debarment of the firm and forfeiture of the EMD.**

GENERAL CONDITIONS OF CONTRACT

1. **Application:** These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.
2. Standards Service providers shall not, without the Institute prior written consent, disclose the contract, or any provision thereof, or any

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

3. Use of Contract Documents and Information

- i. The service provider shall not, without the Institute's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection therewith, to any person other than a person employed by the service provider in performance of the contract. Disclosure to any such employed persons shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- ii. The service provider shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the contract.
- iii. Any document, other than the contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the service providers performance under the contract if so required by the Institute.
- iv. Patent Rights: The service providers shall indemnify the Institute against all third-party claims off infringement of patent, Trademark or industrial design rights arising from use of the goods/services or any part thereof.

4. Submission of the Bids:

- i. All bids complete in all respect must be submitted on or before the bid closing date and time as mentioned on critical date sheet.

5. Other conditions for bid submission;

- i. Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.
- ii. The bidder shall quote the technical and financial bids as per the format enclosed for the same.
- iii. The bidder must include the list of organizations where they have provided similar services at least in the last 3 years along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.
- iv. In case of disclosure of Service Charge in part of the technical bid, the bid shall be summarily rejected.

6. Other General Conditions

- i. IIT Patna being an Educational Institution, the service provider will not allow or permit its employees to participate in any trade union activities or agitation in the premises of the owner.
- ii. All personnel/employees/workmen employed by the service provider shall be, preferably, in the prescribed age group with good health and sound mind. The personnel/employees/workmen of the service provider shall be liable to security screening by the security staff deployed by IIT Patna.
- iii. The service provider shall appoint fully qualified and competent workers as per the requirement and eligibility at their own cost, to ensure that the services rendered by them are the best.
- iv. The employees employed by the service provider shall always be under the direct and exclusive control and supervision of the service provider and the service provider may transfer its employees/workmen and in accordance with their needs in consultation with the Institute. Adequate and necessary numbers of employees/workmen are deployed by the service provider for fulfillment of their contractual obligation under this agreement. It shall be sole responsibility of the service provider to ensure that employees/workmen deployed by him, fulfill the obligations undertaken by the service provider under this agreement and the service provider shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.
- v. None of the manpower deployed at the Institute shall be over the age of the **60 years**. In case, it is found otherwise, at any stage, the work order/tender shall be liable for cancellation, without any consequential liability on the Institute/its officials, singularly or plurally. However, in case of technical manpower, the Institute may relax the age criteria upon receipt of written request from the Service Provider.
- vi. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed before the commencement of work:
 - a. List of manpower shortlisted by the service provider for deployment containing full details i.e. date of birth, marital status, address etc.
 - b. Bio-data of the persons with passport size photographs.
 - c. Character certificate from a Gazetted Officers of the Central/State Govt.
 - d. Police Verification reports.
 - e. Their deployment will be only after the clearance from the security unit of IIT Patna.
- vii. Any theft or damages caused due to negligence of the service provider shall be borne by the service provider. Appropriate amount of penalty after due consideration and hearing will be imposed by Director, IIT Patna or an officer

nominated by him on his behalf, and the same will be deducted from the monthly bill of the service provider.

- viii. The service provider shall ensure that the person deployed are disciplined and having good conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- ix. In case of any worker found under influence of alcohol/playing cards/gambling/any undesirable activities, shall be dealt in accordance with the Law of the Land apart from dis-engagement of the workman without mentioning any reason.
- x. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
- xi. IIT PATNA shall direct the service provider to remove the persons deployed from the site of work, who may be either incompetent, undisciplined, negligent in his duties or for his/her/their misconduct and the service provider shall forthwith acted upon on such direction, it may be verbal by over phone and such replacement should be attended, immediately.
- xii. The service will be provided 6 days a week except in certain cases where deployment may be necessary beyond working days or working hour with sufficient number of manpower required to run the operation. Leaves of the employees of the service provider should be strictly as per the statutory norms. Any unauthorized absence of manpower from the work place would be subject to penalty to the service provider.
- xiii. No accommodations shall be provided by the Institute. The service provider shall have to make his own arrangement for the lodging and boarding for their workmen, if required.
- xiv. IIT Patna will not be responsible for any injury, accident, disability, or loss of life to the service provider or to any of its personal that may take place while on duty. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the service provider. The service provider has to make his own arrangement towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- xv. Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labor (regulation and abolition) act, the Workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, Provident fund act, miscellaneous provision act and labor license of such state and central government, as on the date in existence or revised changes in the future will be whole sole responsibility of the service provider. In this regard the service provider at all time should indemnify IIT Patna against all claims and will maintain necessary books, logs, register, verification,

returns, receipt, computerized database etc., mandatory as per the laws and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/ regional Provident fund commissioner as and when required. Failure to comply such instructions will lead to imposition of fine by State/ Government machinery and summary termination of contract and/or such other action as the government may deem fit. A copy of all such compliances, statements, and payments made to the statutory authorities etc., including registration numbers shall be provided to the IIT Patna authority for verification and record.

- xvi. The selected Firm/ Agency shall solely be responsible for the redressal of grievances of the persons employed. IIT Patna shall in no way be responsible for settlement of such issue.
- xvii. The manpower deployed by the service provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular/ confirmed employees of IIT Patna during the currency or after expiry of the contract. In case of termination of the contract also, the person deployed by the service provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the IIT Patna. The service provider should communicate the above to all the manpower deployed in IIT Patna by the service provider. IIT Patna shall not issue any experience certificate to any personnel deployed by the service provider.
- xviii. The Tax Deduction at Source (T.D.S) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the service provider by IIT Patna.
- xix. In case the service provider fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof IIT Patna is put to any loss/ obligation, monetary or otherwise, IIT Patna will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency, to the extent of the loss or obligation in monetary terms.
- xx. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before of after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
- xxi. It is a term of contract that the party invoking arbitration shall specify all disputed to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a term of the contract that cost of an arbitration shall be borne by the parties themselves. The venue of arbitration, if any, shall be at Patna. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

xxii. The IIT Patna reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The service provider will also have to serve a notice of at least three (3) months, if he/she wishes to terminate the contract.

7. Terms of Payment:

The service provider will first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly bill to the Institute, in duplicate along with necessary verification/documents in support of attendance, payments made, statutory payment as per Govt. of India rules and service charges, for reimbursement of the same. The reimbursement will be made by the Institute after all deductions such as TDS, GST etc., as per rules modified from time to time, as per approved rate (award of contract/work order) on monthly basis by IIT Patna for the services provided, on receipt of bill after invoice entry and certification that the satisfactory services have been rendered during the month.

Attendance sheet with signature attendance status of persons deployed and verified (by the identified person of the Institute) shall be enclosed with the bill. A copy of challan for proof of EPF and ESI deposited and any other payments thereto contractual and statutory obligation, made in respect of such engaged employees deputed for this service/ work, must be enclosed by the Company/ Firm/ Agency, with the monthly bills. A certificate that his previous month payments of the employees under the contract and payment to the supplier/general order vendors, if any has been made and cleared in all respect shall be enclosed, along with the list/details of such disbursement.

Monthly payment will be made preferably within 15 days of submission of bills, in favour of the Company/ Firm/ Agency (in the name of the firm/ agency, as per award of contract and agreement) after making necessary deductions (Income Tax/TDS, surcharge, other statutory taxes, losses, penalty etc.). Taxes (if applicable, as per rules) shall be paid on submission of documentary proof.

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

8. Legal

i. That the Service Provider shall have to ensure compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labor (regulation and abolition) act, the Workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, Provident fund act, miscellaneous provision act and labor license of such state and central government, as on the date in existence or revised changes in the future will be whole sole responsibility of the service provider. In this regard the service provider at all-time should indemnify IIT Patna against all claims and will maintain necessary books, logs, register, verification, returns, receipt, computerized database etc., mandatory as per the laws and as per the government rules and make its available for

inspection/verification to the concerned government officer/labour enforcement officer/ regional Provident fund commissioner as and when required. Failure to comply such instructions will lead to imposition of fine by State/ Government machinery and summary termination of contract and/or such other action as the government may deem fit. A copy of all search compliances, statements, and payments made to the statutory authorities etc., including registration numbers shall be provided to the IIT Patna authority for verification and record.

- ii. That for all intents and purposes, the bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and employed at IIT Patna.
- iii. That the manpower deployed by the service provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular/ confirmed employees of IIT Patna during the currency or after expiry of the contract. In case of termination of the contract also, the person deployed by the service provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the IIT Patna. The service provider should communicate the above to all the manpower deployed in IIT Patna.
- iv. That the selected agency shall also be liable for depositing all taxes, levies, Cess etc., on account of service rendered by it to IIT Patna to concerned tax collection authorities from time to time as per extant rules and regulations.
- v. That the selected agency shall maintain all statutory registers under the applicable law. The agency shall produce the same on demand to the concerned authority of IIT Patna or any other authority under law.
- vi. That in case, the service provider fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof IIT Patna is put to any loss/ obligation, monetary or otherwise, IIT Patna will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- vii. That the selected agency will indemnify IIT Patna from all legal, FINANCIAL, statutory, taxation, and associated and liabilities.
- viii. That to resolve any dispute/legal issue matter will be referred to the Director, IIT Patna or a person nominated by him. If any dispute/legal issues are not settled through **arbitration**, then legal jurisdiction would be **Patna, Bihar**, only.
- ix. That except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of relating to the contract or breach therefor, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. Under the provisions of the Arbitration and Conciliation Act 1996 and any statutory

modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

9. Contract Amendments:

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

10. Delays in the Service Provider's performance:

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

11. Damages and Losses

Upon end of contract/ termination thereof, the service provider is liable to return materials, if any, to IIT Patna in good working condition wearing normal wear and tear. For shortage/ misplacement/ theft, replacement cost of the item will be recovered from the final bill or security deposit of the service provider as the case maybe.

12. Complaints:

The service provider shall attend to all the complaints and address as early as possible to the satisfaction of IIT Patna.

13. Force Majeure:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative/ obligation of the affected party by such force majeure shall be suspended for the period during which such causes last. The term "Force Majeure" as employed herein shall mean, act of god, war revolt, riots, fire, flood and act and regulation of the Govt. of India or any of its authorized agency.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as offer said thereby shall notify the other party in writing within seven (07) days of the alleged beginning and end therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause last and condoned by the Institute without any penalty. If the work is suspended by Force Majeure condition lasting for more than one month, the Institute shall have the option to authorized the contract in whole or part therefore at its own discretion. Any situation of Force Majeure shall not be payable by the Institute under any circumstances. For the period of Force Majeure, no amount shall be payable to the service provider.

14. Penalty:

If the service provider fails to perform the services within the period specified in the contract, the Institute shall, without prejudice to its other remedies under the contract, deduct from the total service charge of contract, as penalty, a sum **equivalent to 5% per week and the maximum deduction is 10% of the service charge of contract or the delivered price of the delayed or unperformed services of each week or part thereof delay until actual delivery or performance. If the occurrence of non-performance happens on 3 (three) instances, the Institute may consider the termination of the contract.**

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

Unforeseen and weird circumstance will be dealt separately and quantum of penalty will be decided by the Institute. The decision of the Director, IIT Patna will be final and binding in this regard.

15. Termination of Contract:

- i. If the services of the service provider are not found satisfactory, he/she will be issued a written notice for improvement by the IIT Patna authority. If satisfactory improvement is not found (within two weeks) after this notice, a final one-month notice will be issued to the service provider by the IIT Patna for terminating the contract without prejudice to any rights or privileges to either party, prior to such termination. During the period of notice both parties shall continue to discharge their duty and obligation.
- ii. IIT Patna reserves the right to terminate the contract by giving a one month notice to the agency without assigning any reason therefor.
- iii. The institute in any situation will not be under the obligation to pay compensation or make the payment for the service rendered.
- iv. In case of breach of any terms and conditions of the contract, the performance security deposit of the service provider will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the service provider.
- v. If the service provider, in the judgment of IIT Patna engaged in corrupt or fraudulent practices in competing for or in executing the contract, the IIT Patna may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the contract in whole or part.

16. QUALIFICATION & EXPERIENCE OF MANPOWER

- i. Qualification, Experience & Working condition of the outsourced staff and any amendment or additional staff shall be decided by IIT Patna & communicated to the agency from time to time. The firm shall ensure that emoluments, including working conditions as suggested by IIT Patna, do not violate any labour law in force, for which firm shall be responsible.

ANNEXURE - A

PROFORMA FOR ANNUAL TURNOVER
(TO BE ISSUED BY A CHARTERED ACCOUNTANT)

CA CERTIFICATE FORMAT

This is to certify that M/s. _____, having its Registered Office at _____, which is registered with EPF, ESI, Service Tax and have the Annual turnover (in rupees) for the past 03 years as mentioned below.

Turnover	FY 2020-21	FY 2021-22	FY 2022-23
Total Turnover Of the firm			
Total Turnover for Man Power Supply			

It is further stated that, the above firm has paid all the statutory dues to the respective agencies as on this date.

Seal and Signature of the Chartered Accountant/Auditor

DECLARATION

We, the undersigned, are submitting our bid for providing Catering services in your Institute in accordance with your EOI Enquiry No.: dated

I..... Son/Daughter/Wife of
Shri..... Director/ Partner/ Proprietor/
Authorized Signatory of the Company/ Firm/ Agency.....
is competent to bid and sign this declaration.

I have carefully read and understood all the terms and conditions of the EoI and undertake to abide by them.

I/We'll maintain the quality and quantity for items as mentioned in the EOI document.

I / We undertake that the payment to the employees will be made as per rates prescribed by Central Govt. of India from time to time under Minimum Wages Act and applicable statutory payments on account of EPF & ESI.

No other charges would be payable by the Institute.

The information/ documents furnished for this EoI are true and authentic are to the best of my knowledge and belief.

I/ We, am/ are aware of the fact that furnishing of any false information/ fabricated documents would lead to rejection of my/our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date:

Signature of Authorized person

Place:

Full Name:

Mobile no.:

Alternate Mobile No:

Email Id:

Alternate email Id:

Seal

SERVICE LEVEL AGREEMENT

This agreement is made at Patna on between the **Indian Institute of Technology Patna** hereinafter to be called the **First Party** through its Director or his representative and M/s..... hereinafter to be called the **Second Party**.

Whereas the **First Party** is on the lookout for a suitable party for supply of services at the designated sites of the Institute for its hostels/ mess etc.

Whereas M/s. hereinafter to be called the **Second Party** on the other part has quoted the rates agreeable to the **First Party**, to carry out the work to the satisfaction of the **First Party**.

Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

1. PERIOD OF CONTRACT

The contract will be for a period as specified in the EoI.

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

2. OBLIGATIONS OF THE SECOND PARTY

- i. The second party shall arrange to maintain mess services in IIT Patna premises (as per the Scope of Work) on a continuous basis.
- ii. The second party shall maintain the list of all persons engaged by it and direct to work together with a copy of their latest photograph, as per requirement of the first party at the premises decided by the First Party.
- iii. The second party shall issue identity badges, materials, equipment and other necessary articles needed for the entrusted work to all their persons as per the contract labour regulations act 1970 as amended from time to time and any other law of the land.
- iv. Only such persons of the Second Party as are previously authorized will be allowed entry at the premises of the First Party on the production of identity badge.
- v. The Second Party shall withdraw forthwith the persons/ persons either suo-moto or as desired by the First Party, if he / they, is / are found no longer desirable to work on the premises of the First Party.

- vi. In case requirements of additional manpower, the Second Party will provide the required additional manpower, to the First Party at the earliest.
- vii. The persons deployed for work should not be involved in any criminal case. Police verification certificate for the persons deployed for work has to be submitted by the service provider. A verification report in respect of all the personnel of service provider from the concerned police station of concerned residential areas should be submitted and also a list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over the designated officer of IIT Patna. Any changes should be informed immediately.
- viii. The Second Party shall maintain all record and register concerning attendance and wages of persons engaged by him as required by the various labour legislation in force from time to time and also ensure that they comply with their requirements in this regard.
- ix. The Second Party shall carry out supervision/ overseeing of persons deployed in the first party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that work is carried out as per the contract and complete satisfaction of the First Party.
- x. The second party will ensure that these workers are remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
- xi. The Second Party will ensure that person deployed by the Second Party, who have to perform the work, shall not join any union or interfere with the internal working of the establishment of the First Party.
- xii. The Second Party will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The said deputed person will report to the designated officer of the First Party for further confirmation on daily basis. Further, such deputed person will be available as and when required for any verification.
- xiii. The personnel deployed by the Second Party at the premises of the First Party shall not have a claim to become employees of the First Party and there will be no employees and employer relationship between the personnel engaged by the Second Party for deployment at the First Party.

3. PAYMENT OF WAGES

- i. The payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement.
- ii. The Payment of wages/ allowances/remuneration and other benefits admissible to person employed by the second party for the job shall be the sole responsibility of the Second

Party as their employer under the law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time-to-time by the Central Labour Commissioner, Ministry of Labour, Govt. of India.

- iii. The second party shall be responsible for the compliance with regard to minimum wages, ESI, PF, Workmen Compensation Act etc. and for payment for any liability under such act, and any other law of the land.
- iv. The second party shall first pay the wages of the month to its worker by 1st week of next month and thereafter submit the monthly bill to the Institute, in duplicate along with necessary verification/documents in support of attendance, payments made, statutory deductions as per Govt. of India rules and service charges, for reimbursement of the same. The payment of the same will be made by the First Party after all deductions such as TDS, GST etc., as per rules modified from time to time.

4. COMPLIANCE OF LAW OF LAND

- i. The second party shall be solely responsible for compliances of the various Labour and Industrial Laws, such as, wages allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to the personnel deployed by it at premises of the First Party of for any accident caused to them and the First Party shall not be liable to bear any expenses in this regard. The Second Party shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the First Party for whatever reason. The Second Party shall also be responsible for the Insurance of its personnel. The Second Party shall specifically ensure compliance of various laws/ acts enforce, including but not limited to with the following and their re-enactments/amendments/ modifications.
 - a) The Payment of Wages Act, 1936
 - b) The Employees Provident Fund Act, 1952
 - c) The Contract Labour Regulations Act, 1970
 - d) The Payment of Bonus Act, 2015
 - e) The Payment of Gratuity Act, 1972
 - f) The Employees State Insurance Act, 1948
 - g) The Employment of Children Act, 1938
 - h) The Motor Vehicle Act, 1988
 - i) Minimum Wages Act, 1948
 - j) The Industrial Dispute Act, 1947
 - k) The Industrial Employment (Standing Order) Act, 1946
 - l) Pollution Control And Environment Protection Laws in force from time to time
- ii. The Second Party shall obtain a license from the Labour department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code No. and shall be responsible to cover all

their employees under ESI and EPF Acts. EPF and ESI will be paid by the First Party along with the First Month bill and subsequently the same will be paid on monthly basis along with the bill only if deposit challan along with electronic challan cum receipt (ECR) issued by the Employees Provident Fund Organization (EPFO) of the previous month is enclosed along with the bill. Any liability arising on account of the delay in the same will lie solely on the Second Party.

- iii. The Second party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to person deployed by him in connection with the work assign to him by the First Party.
- iv. In the event of the contract not being performed or carried out to the satisfaction of the First Party, the first party will be at liberty to terminate the agreement without any notice and/ or compensation in lieu thereof.

5. PERFORMANCE SECURITY

The Second Party will have to deposit a performance security as stipulated in the EoI in the form of an Account Payee Demand Draft or Fixed Deposit Receipts from a commercial bank or Bank Guarantee from a commercial bank in favor of “Registrar, IIT Patna” or online payment through SBI i-collect link <https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=595859>. The performance security shall be released only after 90 days of completion of the contract or otherwise and if there is no recoverable from the Second Party. The amount shall be interest- free in the form of a security deposit for the due and be valid for the period of the license under the agreement. The security money will be refunded after 3 months of expiry of the contract or its termination. The first Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit.

6. MISCELLANEOUS

- i. In case any damages cost to the property of product of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft take place owing to the involvement of the persons or otherwise, the Second Party reimburse the cost of such damage to the First Party suitably.
 - ii. The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulation governing the same. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.
7. The second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere. In case, if it is due to mishandling or any other reason by any person deployed by second party, the full damage will be recovered from the Second Party.

8. All correspondence pertaining to this contract shall be address to the authorized representative of the First Party.
9. In the case of any dispute, the decision of the Director of the Institute shall be final and binding on both the parties. All dispute and differences between both the parties shall be settled amicably and between the parties. In case dispute still presents, the same shall be referred to the sole arbitrator to the appointed by the Director of the First Party in consideration with Second Party. The provision of the arbitration and conciliation act- 1996 shall apply to arbitration.
10. All the litigations will be subject to the jurisdiction of courts at Patna.
11. The Second Party shall be responsible for any accident/death during deployment of all the workers by the Second Party at the premises of the First Party or outside the premises for the work of First Party.

All the documents submitted during the process of tendering by the Second Party including the tender document/ EoI issued by the First Party for the purpose, shall be presumed to from the part of the agreement.

M/s.....
Second Party

For and on behalf
Indian Institute of Technology, Patna
First Party

1. Witness:
Signature.....
Name.....
Address.....
2. Witness:
Signature.....
Name.....
Address.....

ANNEXURE – D

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-Judicial Stamp Paper of the value of Indian Rupees of One Hundred)

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

To,
The Registrar
Indian Institute of Technology Patna
Patna (Bihar)-801106

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology Patna, (Procuring Entity) has invited tender vide Tender No.dated.....for procurement of eligible successful bidder (service provider).....wishing to supply the service
...in response thereto shall establish an irrevocable Performance Bank Guarantee in favor of “The Registrar, Indian Institute of Technology, Patna”, in the form of Bank Guarantee for ₹ and the Performance Bank Guarantee shall remain valid for Sixty (60) days beyond the date of completion of all contractual obligation of the service provider, including warranty obligation from the date of issue of Performance Bank Guarantee and eligible successful bidder (the service provider) shall submit the same within Fourteen (14) Days from the date of award of contract.

NOW, THIS BANK HEREBY GUARANTEES that in the event of the said bidder (service Provider) fails to abide by any of the condition referred to in tender document/ Award of Contract, this bank shall pay to Indian Institute of Technology Patna, on-demand and without protest or demur ₹ (Rupees.....)

This Bank further agrees that the decision of the Indian Institute of Technology Patna, (procuring entity) as to whether the said bidder (service provider) has committed a breach of any of the condition referred in tender document/ award of contract shall be final and binding.

We,.....(Name of the Bank and Branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (service provider) and /or Indian Institute of Technology Patna, (procuring entity).

Notwithstanding anything contained herein:

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

Yours Truly

Signature and Seal of the Guarantor

Name of Bank

Address

Date

ANNEXURE – E

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

(To be executed on ₹ 100/- Stamp Paper and attested by Public Notary/ Executive Magistrate by the Bidder)

I/We proprietor/ Partner(s)/ Director(s) of M/s..... hereby declare that the Firm/ Company namely M/s..... has not been blacklisted or debarred or declared non-performer no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards Income Tax as on the date of the Affidavit in the past by IIT Patna or any other Govt. Organization/ PSU/ Central Autonomous Body from taking part in Govt. /PSU/ Central Autonomous Body tenders.

OR

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

In the event of the firm getting blacklisted / debarred / declared non-performer in any organization from the date of filling the tender till the award of contract, the facts will be disclosed, failing which the tender/ letter of award is liable to be cancelled without assigning any reason. After award of the work to the agency if it has been found that the agency has furnished wrong declaration in this affidavit, IIT Patna may terminate the contract with immediate effect without assigning any reason.

Signature.....

Name.....

Capacity in which assigned.....

Name and Address of the Firm.....

Date:

Signature of Bidder with Seal

FORMAT FOR PERFORMANCE CERTIFICATE

1. Name of the client and full address:
(Telephone/Fax No., Email-ID of the client)

2. Agreement No./ Work Order No.:

a. Number of persons engaged in mess service:

b. Period of work (mess service):
(Date of commencement and completion)

c. Annual/Actual value of completed work:
(For providing mess Services)

3. Overall grading of service: Excellent/ Very good/ Good/ Average/ Poor

Date: ____/____/2024

Place: _____

Signature of the Issuing Authority

ANNEXURE – G

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2010, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry / Department, Government of India (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 ____ - _____, Chief Executive Officer (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 (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores 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 a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President 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 of 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 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 deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instruments (to be specified in the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 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.
- 5.4 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 of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Dept./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____