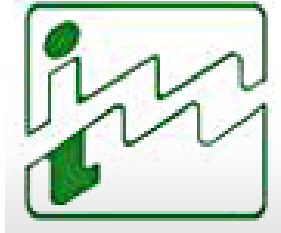


IITTM



Indian Institute of Tourism & Travel Management
(An autonomous body under Ministry of Tourism, Govt. of India)
Govindpuri, Gwalior-474011

Website: www.iittm.ac.in

TENDER FOR INSTITUTE MESS
(BOYS & GIRLS)
Approx. 400 Students

Notice Inviting Tender

Running of IITTM Students' Mess for approx.. 400 students

| | | |
|--------------------------------------|---|---|
| Tender Notification No | : | F. No. 1-Inst (326)/2022/Accts. |
| Tender Notification Date | : | 19.03.2023 |
| Nature of work | : | Running of IITTM Students' Mess for 400 students. |
| Tender Cost | : | Rs. 5000/- (Non-refundable) |
| EMD Amount | : | 5.00 Lac (Rupees Five lakh only) mandatory for all except those who are exempted under specific provisions of law or rules of Government of India Only. |
| Mode of Payment | : | The cost of the Tender Rs. 5000/- (Nonrefundable) and EMD of Rs. 5.00 lakhs shall be payable by two separate demand draft, drawn in favour of Director, IITTM, payable at Gwalior and shall be remitted along with the tender document by each Tenderer. |
| Period for contract | : | Initially for a period of 01 year which can extendable for another 6 months or one year on the same terms and conditions of contract, if the Mess services of the successful contractor are found satisfactory during the initial one year, depending on the circumstances prevailing at the time of extension. |
| Last Date of submission of Tender | : | 10.04.2023 upto 3.00 PM |
| Date of Opening of Technical Bids | : | 10.04.2023 at 3.30 PM |
| Date of Opening of Commercial Bids | : | To be announced later |
| Address for the submission of Tender | : | The Director, Indian Institute of Tourism and Travel Management, Govindpui Gwalior-474011(M.P). |

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(a) Introduction -

PART - I

SPECIAL INSTRUCTIONS FOR TWO BID TENDER

Indian Institute of Tourism & Travel Management, Govindpuri Gwalior (IITTM) is an Autonomous Body under Ministry of Tourism Govt. of India currently offering programmes at Undergraduate and Postgraduate levels. Institute having strength of around 400 students in the campus, and institute intends to engage a reputed and professional catering firm to operate students' mess and provide tasty and hygienic meals at par with the branded and reputed restaurants in the country.

Sealed quotations, in two bid system are invited from reputed catering firms/ Restaurant Chains to manage the service of food to the students at IITTM Gwalior Mess at Different Hostels. The Technical Bids and the Commercial bids should be submitted in different sealed envelopes and both these sealed envelopes will further be put in a bigger sealed envelope superscripting "**The Tender for Mess Contract**" (Use & Paste sticker form No, VIII). The two sealed envelopes of technical bid and commercial bid should also clearly mention, whether it is for Technical or financial bid respectively. The crockery for serving dishes, ovens and other kitchen equipment shall not be provided by the Institute for routine day-to- day catering and the consumables (Commercial LPG cylinder) have also to be arranged by the caterer.

(b) Bidding System -

Interested firms May submit their tenders in two part bids:

- a. **PART ONE:** Technical Bid (Form-I, II, III, IV & V)
- b. **PART TWO:** Financial Bid (Form- VI & VII)

(c) Scope of Work -

The contract is essentially to provide following mess services to the students staying in the hostels at IITTM, Gwalior. The scope of work, covered under the contract, is broadly not extensively, described as under:

- a) Cooking and serving meals- Breakfast (Morning), Lunch, Evening tea & Snacks, Dinner.
- b) Procurement of raw material as per specification given in Part- IV.
- c) Managing and control of stocks and inventories;
- d) Cleaning of utensils, kitchen and serving items with hot water.
- e) Sanitization and Cleaning of cooking, dining and auxiliary areas.
- f) Security of the equipments, utensils and other items in the mess; (Form IX – the details of the equipments, utensils and other important property to be provided by IITTM for used by the contractor.)
- g) Maintenance of the equipment in the kitchen and dining areas;
- h) Details OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER (TECHNICAL BID)
- i) Maintenance of books, ledgers, other records and documents related to running of the mess;
- j) Deployment and supervision of required manpower for the above mentioned job.
- k) The contractor will be required to maintain two kitchens for the Mess, One for boys and another for girls' students in the campus.

(d) TECHNICAL QUALIFICATIONS -

For Established Mess Contractors/ Catering Firms

- Minimum 05 years experience in the profession of running mess of 400 students or more continuously for at least 03 years in any reputed Educational Institute/ PSUs/ Govt. Autonomous Bodies.
- * Turnover of at least Rs. 100.00 Lakhs (1 Crore) in each last 3 financial years Submit the audited balance sheet of each financial year (2019-20, 2020-21 and 2021-22).
- Registration with Income Tax department for PAN
- Registration under the EPF Act 1952 and ESI Act

- GST Registration No.
- EMD of Rupees 05 Lac only in form of DD/CDR/FDR issued on the name of 'Director Indian Institute of Tourism and Travel Management, Govindpuri, Gwalior
- "Letter of Appreciation" from 03 clients of the bidder.

(e) OPENING OF TECHNICAL BIDS-

The Technical Bids shall be opened on 10.04.2023 (3.30 PM) in the presence of the bidders, who wish to remain present. The representative of the bidders attending the technical bids opening meeting should carry letter of authority from their firm/agency.

(f) OPENING OF FINANCIAL BID-

The Financial Bid of only those firms, found technically qualified by the committee, will be opened. Shortlisted firms will be intimated by e-mail or over phone about the date of the opening of Financial Bid to enable them to remain present on the day of opening of Financial Bids.

(g) QUOTING THE PRICE -

Rates for per plate per student as per Menu mentioned in the tender **document** have been separated and **bidders are required to quote only the price for per plate food per day (including manpower cost)**. Bidders shall quote rates separately for Breakfast, Lunch, Snacks, Dinner n the Financial Bid Form- VI & VII.

(h) CANCELLATION OF TENDERING PROCESS -

Director, IITTM reserves the right to withdraw or cancel the tender at any time without assigning any reason thereof.

(i) LAST DATE FOR SUBMISSION OF TENDER-

Last date for submission of tender completed in all respect, is **10.04.2023 by 3:00 pm**. tender shall be sent either by Speed/ Registered Post/ Courier or submitted by hand. Tender completed in all respects shall be sent on the following address (use form VIII) with all documents:

(j) DETAILS OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER (TECHNICAL BID) -

Tender documents shall be prepared in below mentioned order and shall be submitted in the form of a book. It means that bidder will do the spiral binding of all necessary documents (and put up fresh page numbers from starting) to make a book. Document shall be arranged in following orders:

| S. No. | Details of Documents of Technical Bid | Form No. | Whether Enclosed or Not |
|--------|--|--------------------|-------------------------|
| 1 | Tender Cost | Rs. 5000/- | |
| 2 | Earnest Money Deposit (EMD). No Numbering Required | Rupees 05 Lac only | |
| 3 | Affidavit on letter head or Judicial Stamp Paper for the Acceptance of Tender Terms & conditions | Form-I | |
| 4 | Certificate for Ethical Practice | Form- II | |
| 5 | Technical Bid | Form- III | |
| 6 | Signed & stamped copy of tender (Total-----pages) | | |
| 7 | Work experience certificates (Attach copies of POs in chronological order. Latest should be on top. POs should not be older than 05 years) | | |
| 8 | Contact details of establishment where caterer has provided service in the past or present | Form-IV | |
| 9 | Incorporation certificate of your firm | | |

| S. No. | Details of Documents of Technical Bid | Form No. | Whether Enclosed or Not |
|--------|--|--|-------------------------|
| 10 | Annual Turnover of last 3 financial years | Attach copies of Audited Report and IT Return for the financial year 2019-20, 2020-21 and 2021-22. | |
| 11 | Bank Solvency Certificate in format given | Form-V | |
| 12 | Copy of PAN | | |
| 13 | Copy of GST Registration | | |
| 14 | Copy of EPF registration | | |
| 15 | Copy of food license Registration | | |
| 16 | A Certificate that the firm / agency has not been blacklisted by any organization where the mess service has been provided by the tenderer | | |
| 17 | The copies of appreciation letters/ satisfactory service received by the tendering firm /agency from at least 03 organizations where the mess services have been provided by the tenderer. | | |

(k) Financial Bid - Form- VI and Form- VII shall be kept in separate sealed envelope mentioning 'Financial Bid for Mess Service'.

(l) Evaluation of Bids

- All tenders received shall be initially evaluated on technical parameters, as mentioned in clause-D of Part-I of Tender Document.
- It is mandatory for all bidders to fulfill the specified criteria's. Therefore, bidders are required to read the tender document carefully and submit tenders along with all necessary documents to avoid any chance of rejection etc.
- Process of evaluation:

| Steps of evaluation | Criteria | Impact of unavailability of requisite document |
|---------------------|--|--|
| 1 st | Tender Cost of Rs. 5000/- | Tender shall be summarily rejected & no further evaluation of Tender shall be done if any of the document is not submitted |
| 2 nd | EMD Amount of Rs.5,00,000/- | Tender shall be summarily rejected & no further evaluation of Tender shall be done if any of the document is not submitted |
| 3 rd | Signing & stamping of all pages of Tender Document | As above |
| 4 th | 05 years' experience in the profession & continuous running of mess for the last 03 years | As above |
| 5 th | Total turnover of at least Rs. 100.00 Lakhs (1 Crore) in each last 3 financial years. Submit the audited balance sheet of each financial year. | As above |
| 6 th | Registration with Income Tax department & PAN No. | As above |
| 7 th | Registration with GST | As above |
| 8 th | Registration under EPF Act & ESI Act | As above |
| 9 th | Registration of Food Certificate | As above |

(m) EVALUATION SCHEME

1 Evaluation Scheme (Three Stage Evaluation)

A. Technical Evaluation Scheme (Stage-I)

| Sr. No. | Description | Criteria for Marks | Min. marks required in each description for Qualifying in Technical Criteria | Maximum Marks |
|----------------|--|--|---|----------------------|
| 1. | Number of Years of experience in Managing & Catering services with minimum 400 persons in Government / Corporate / PSUs / Any other reputed academic Institutes | 05 mark for 05 year of experience subject to maximum of 10 marks | 05 | 10 |
| 2. | FSSAI Certification | 05 marks for valid Certificate | 05 | 05 |
| 3. | Number of successful contracts of minimum 1 year duration in Managing & Catering services in last five years with minimum 400 persons Central Institutions / State Govt. Institutes/ Corporate / PSUs / MNCs/ Any other reputed academic Institutes during last 5 years. | 02 marks for 01 contract each of minimum 01- year duration subject to maximum of 20 mark | 10 | 20 |
| 4. | Minimum turn-over of 01 crore annually for the last three years (FY: 2019-20, 2020-21, 2021-22) in catering services. | 01 marks for each year annual turnover of Rs. 1.00 crore and 01 mark each for additional 01 crore subject to maximum of 05 marks | 03 | 05 |
| 5. | Bank Solvency Certificate | 02 marks for submission of certificate of Minimum Rs. 25.00 Lakh and 2 marks for each additional 25.00 lakhs, subject to maximum of 10 marks | 02 | 10 |
| 6. | Total | | 25 | 50 |

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

B. Financial Evaluation Scheme

Financial bid of maximum top 4 bidders based on the score obtained in technical bid will be opened. The tender will be awarded to a single bidder based on L1 price.

- **Step-1:** Tender Cost of Rs. 5,000/- and Earnest Money Deposit (EMD) **05 Lakhs** (Rupees Five Lakhs Only) of the contract value is must for all bidders, if it is found without EMD, tender shall be summarily rejected and no further evaluation of tender shall be done.
- **Step-2:** It will be mandatory for all bidders to sign with date (by authorized person) and stamp all pages of tender document. In absence of signature and stamp of bidder, quotation shall be rejected out rightly and no further evaluation of quotation shall be done.
- **Step-3:** As operation of mess is a specialized work and it is expected that bidders must have 05 years' experience in the field of offering similar nature of job to any reputed government or private organization **OR** they are in business of running any reputed Hotel/ Restaurant for at least 05 years. Bidder(s) will be required to submit the Work Order/Purchase Order OR Incorporation Certificate (in case of running a Hotel/ Restaurant) in proof of experience. If it is not complied, quotation shall be rejected at this stage and no further evaluation of quotation shall be done.
- **Step-4:** Registration with Income Tax Department for PAN, Annual Income Tax Return Filing, GST Tax Registration and Registration under EPF Act and ESI Act shall be checked to only those bidders, who fulfills above three criteria (EMD submission, Signing & stamping of tender document and Experience certificate submission).

After the technical round, Financial Bids of technically qualified bidders shall be opened in the presence of eligible parties. Date of opening of Financial Bids shall be communicated in due course of time.

Please note that bids without the information and documents mentioned above and not provided in chronological order will be rejected without further consideration.

For Indian Institute of Tourism & Travel Management, Gwalior
Director, IITTM

PART- II

Definition of Terms

Definition of terms:

In this Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:

1. The **“Bid/Tender”** shall mean the proposal/offer along with supporting documents, submitted by the Bidder for the consideration of institute.
2. The **“Bid/Tender Document”** shall mean the documents issued by the Institute to prospective Bidders, containing various terms and conditions, Scope of Work, any requirements, etc., or generally laid out in various sections spelling out the basis, procedure, modes, methods and formats for the Bidders to prepare their Bids for the submission. The Bid document shall include the invitation to the Bid, instructions, proposal forms and all addendum/corrigenda/amendment issued by the Institute.
3. The **“Contract”** shall mean the agreement between the Institute and the contractor, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the Bid document, Letter of Acceptance of the Bid, agreed variation to the Bid document if any, the Schedule of Rates and other relevant documents submitted by the contractor and as accepted by the Institute.
4. The **“Contractor”** shall mean person or persons, the firm or company those Bid has been accepted by the Institute and includes the Contractor’s legal representatives, his successors and permitted assignees.
5. The **“Hostel”** shall mean the Residence area of students and the **“Mess Committee”** shall mean the persons nominated by the Institute from time to time and shall include those who are expressly authorized by him/her to act on his/her behalf, for operation of this contract and supervision of work. The Mess Committee or such representative shall have power to impose appropriate penalty in case there are violations of the provisions of the contract.
6. The **“Institute”** shall mean ‘Indian Institute of Tourism and Travel Management Gwalior (IITTM, Gwalior) with its premises located at Govindpuri, Gwalior M.P. and shall include its authorized representatives, successors and assignees.
7. The **“Mess Committee”** shall mean a committee of elected residence and hostel administration, formally constituted by The Director and approved by the Institute, which will be authorized to regulate the activities related to the mess of Hostel on a day to day basis.
8. The **“Work”** shall mean and include all works to be executed, all items and things to be provided/ done and services and activities to be performed by the contractor in accordance with the contract.

1. Scope of Work -

PART- III

The contract is essentially for providing following messing services to the residents of IITTM, Gwalior hostel. The scope of work, covered by the contract, is broadly but not extensively described as given below:

- (a) Cooking and serving meals- Breakfast (Morning), Lunch, Snacks and Dinner.
 - (b) Procurement of raw material as per specification given in Part- IV.
 - (c) Managing and control of stocks and inventories;
 - (d) Coupon sales. Residents May use these coupons to get 'extra' items not included in the basic menu of the mess;
 - (e) Cleaning of utensils, kitchen and serving items with hot water
 - (f) Cleaning of cooking, dining and auxiliary areas
 - (g) Security of the equipment, utensils and other items in the mess;
 - (h) Maintenance of the equipment in the kitchen and dining areas;
 - (i) Maintenance of books, ledgers, other records and documents related to running of the mess;
 - (j) Deployment and supervision of required manpower for the above mentioned job.
 - (k) It may also be allowed by the Institute to take food in a plate by the students in their rooms and the contractor may be arranged the plate bins in the hostels in each floor and plates may also be collect from the hostels.
2. ***Contract shall be*** initially for a period of 01 years that may be extended for 6 months to 1 year on same terms and conditions as mentioned in the Tender Documents, provided the services of the contractor are found satisfactory during the initial 01 year.
 3. The contract is in respect of providing 3 (three) meals per day, that is, breakfast, lunch and dinner, besides evening tea with Snacks. Each meal will be served daily.

Tentative Period of mess operation :

| | | |
|---------------------------------|---|----------------------|
| Summer break | : | |
| Tentative Timing of Mess | : | |
| Breakfast | : | 07.30 am to 8.45 am |
| Lunch | : | 01: 30 pm to 2.30 pm |
| Evening tea &Snacks | : | 5.00 pm to 5.45 pm |
| Dinner | : | 08.00 pm to 9.30 pm |

The mess committee also reserves right to decide the timings for breakfast and each meal on different days. The mess committee may revise the timings over the year as per academic and other activities. The mess committee will inform the contractor about the changes in the timings well in advance.

4. **Sample Mess Menu** - The mess committee shall provide basic menu, which shall continue for a minimum period of one month, once agreed upon mutually between Mess Committee along with the representative of the students and the Contractor. The mess committee reserves the right to change the menu from time to time. Any change in the menu shall be communicated in writing, adequately in advance, to the contractor. **The Basic Meal Plan in accordance with the norms contained in Annexure-I shall be executed.**

5. In addition to above, the contractor shall be required to provide extra messing facilities on additional payment basis to the students staying in the hostels, for the items not covered under the Basic Meal Plan. Under such circumstances, the contractor shall be required to proportionately enrich the dinner/ lunch/ breakfast, as decided by the mess committee. Menu once decided shall continue for a minimum period of one month.
6. **List of Students staying inside the campus-** The list of students, who will compulsorily avail the mess facility, shall be provided by the Warden/Mess Committee from time to time. The number of students may vary depending upon academic sessions and vacations.
7. **The Mess premises comprising, cooking and dinning facilities, furniture, food/raw material containers, appliances, and water shall be provided by the Institute on a nominal fixed cost.** However, cleaning /washing materials/tools and manpower to properly maintain this infrastructure shall be arranged by the contractor at his own cost.
8. **Maintenance of Inventory** - The inventory of articles shall be handed over to the contractor in good and working condition at the commencement of the contract. The contractor shall be the custodian of this Institute's properties and mess inventory during the period of contract and shall make good any loss to the inventory by way of misuse, breakage, theft, etc., at his own cost.
9. **Refund of Security Deposit** - Similarly the inventory in good condition shall be handed over by the contractor to the mess committee on the expiry of the contract period. The security deposit shall be refunded only after a "No Dues Certificate" granted by the Mess Committee.
10. The requirement, furniture and appliances shall be provided by IITTM. However, the service ability and repairing of the utensils, furniture and appliances shall be done and ensured by the contractor at his own cost.
11. **Use of Electricity** - The contractor shall not be allowed to use electricity as a cooking fuel. However, he shall be permitted to use toasters, refrigerators, water coolers, mixer/ grinder, oven and other equipments for cutting/grilling vegetables, etc. Any other electrical cooking appliance may also be used by the contractor.
12. **Storage of Food** - The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Un-refrigerated cooked food, not consumed within 6 (six) hours in summer and 10 (ten) hours in winter, shall be deemed to be stale and unfit for consumption.
13. The food shall be neither too spicy nor too oily. Food should be wholesome and shall cater to the taste of the residents.
14. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
15. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
16. The contractor shall pay special attention to maintain the mess in a neat and tidy condition at all times. For this purpose, the mess shall be cleaned thoroughly after each meal.

- 17. Removal of Waste Materials from the Mess Area** - The waste material and unused/leftover food from mess will be removed from mess premises every day. The contractor will ensure that all the waste material and unused/leftover food should be disposed off to the nearest Dustbin placed by the College.
- 18. Quality of Food** - The contractor shall procure only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than 1 (one) day in summer and 3 (three) days in winter at a stretch. However, the contractor shall ensure that a sufficient stock of other raw materials are stocked in the store for consumption for a minimum period of 15 (fifteen) days. The mess committee shall have the right to check the quality of food articles and vegetables from time to time.
- 19. Operational Period of Mess** - The mess will normally be operational for at least **10 months in a year**. No payment shall be made to contractor when mess is closed. The mess may be closed during the vacations at the discretion of Institute. The actual dates of these vacations are decided well in advance and are readily available in the institute academic calendar. The decision of the institute regarding the running of mess during the vacation shall be final and binding on the contractor. During the academic session the mess will not be allowed to be closed on any day, including Sundays and other holidays, for any reasons whatsoever.
- 20.** IITTM Gwalior organizes some special meals in various occasions every year. The contractor shall make special arrangements to organize a lunch/dinner for the students/guests/visitors as per the direction of the Institute. The rate for this dinner shall be decided in consultation with the Institute. However, the Institute reserves right to appoint another vendor of their choice for hosting the lunch/dinner on the Special Day, without assigning any reason thereof. In such an event, the contractor will not be paid the cost of the Meal for the Special Day.
- 21.** The contractor shall ensure that only hot food is served to the students. Preferably in Ben merry Complaints, if any, in this regard shall be dealt with severely.

PART - IV : QUALITY OF ITEMS

The contractor shall procure wholesome food articles of good quality in consultation with and to the satisfaction of the Mess Committee. The quantity of some of the items is specified below:

| S. No. | I | Quality |
|---------------|-------------------------|--|
| 1 | Mustard Oil | Dhara, Fortune, Nature fresh, Patanjali |
| 2 | Refined Oil (Sunflower) | Fortune, Nutrela, Saffola, Naturefresh |
| 3 | Tea leaves/ Chaipatti | Tata gold, Brook bond, Lipton, Taj Mahal |
| 4 | Coffee Powder | Nescafe, Bru, Tata Café |
| 5 | Pickles (Mango/ Mix) | Mother, Priya, Nilons |
| 6 | Instant Noodles | Maggi, Yippee, Surya, Ching Chinese |
| 7 | Wheat flour | Shakti Bhog, Aashirvad, Annapurna, Patanjali |
| 8 | Papad | Lijjat, Haldiram, Bikaji |
| 9 | Bread | Modern, Katorie, Britannia, BONN |
| 10 | Jam | Kissan, Maggie |
| 11 | Butter, Cheese | Amul, Britannia, Mother Dairy |
| 12 | Tomato Sauce/ Ketchup | Kissan, Maggi, Mothers |

| S. No. | I | Quality |
|--------|--|---------------------------------------|
| 13 | Full cream packed Milk for drink and packed curd | Amul/Saanchi/Mother Dairy/Parag |
| 14 | Spices | M.D.H., Everest, Catch |
| 15 | Biscuit | Good Day, Parle , Britannia, Sunfeast |
| 16 | Salt | Tata, Annapurna, Catch, |
| 17 | Cornflakes | Kellog's |
| 18 | Ghee | Amul, Everyday, Patanjali |
| 19 | Ice Cream | Amul, Kwality Vadilal |
| 20 | Frozen Peas | Safal (off season), Mother Dairy |
| 21 | Rice for Meal/ Pulao/ | BEST / High quality |
| 22 | Bombay Rawa/ Suji | High quality |
| 23 | Pulses (Red gram/Bengal | High quality |
| 24 | Paper Napkin | Standard quality |
| 25 | Towel | Standard quality |
| 27 | Chili sauce/ Soya Sauce | Standard quality |
| 26 | Room Freshener, etc. | Standard quality |

1. Note:

- (a) These items are just indicative for the usage of only branded items for cooking food and other items. It will be the responsibility of contractor to ensure the purchase of superior quality items, in the case of rice, pulses, vegetables, etc. also along with other branded items. If it is found that, contractor is deviating from the specified brand or standard, he shall be punished strongly and Mess Committee may also decide for the termination of contract after repetitive deliberate negligence/mistake.
- (b) Jam should be real fruit jam
- (c) Ketchup contains 100% tomatoes
- (d) The caterer may use any other FPO /FSSAI approved brands also, if permitted by the Mess Committee in writing.
- (e) The mess committee shall have the right to change any brand provided the cost does not exceed the specified brand.

- 2. Contractor shall inform one day in advance to Mess Committee about the purchase of non- perishable items, i.e. rice, dal, wheat flour, etc. to enable Director, IITM to send their representative along with contractor to ensure the purchase of branded items, as mentioned above.**

PART- V

Description of the Hostel

1. The residence area of students is situated inside the Institute with an exclusive and fully secured premise of its own. The Hostel comprises rooms for residents with a separately located dining facility.
2. The hostel houses mostly Undergraduates, Postgraduates and research scholars who generally stay on the premises and avail dining facilities throughout the academic year.

3. Scholars employed in Institute projects are also allowed to stay in the hostel premises in addition to registered students.
4. Generally the strength of the residents remains around 400+ students during the academic year; however, during the vacations, the strength of the students may reduce substantially.
5. Day-Boarders, who do not stay in the hostel, are not allowed to avail the dining facilities in Mess.
6. The Hostel is provided with a self contained mess, comprising kitchen and dining facility to prepare and serve meals to the residents and other authorized persons daily apart from the evening tea and snacks. The mess is well equipped with furniture, cooking facilities utensils, appliances and equipments; etc.
7. **The Hostel is under the administration of a Director** or such representative who exercises overall control on all activities related to the hostel including dining services.

PART- VI

Catering Contract Terms and Conditions along with responsibilities of caterer

The ***Mess facility at IITTM, Gwalior Hostel on the campus consists of a kitchen and dining hall*** in each hostel, the important terms and Conditions are listed below for the convenience of contractor:

1. **Period of Contract:** Initially for a period of 01 years that may be extended for 6 months to one year on the same terms and conditions as mentioned in the Tender Documents, provided the services of the contractor are found satisfactory during initial one year.
2. In order to evaluate the quality of food being served by the contractor, 4 officials of the organization shall visit the mess any day during lunch/dinner to check and test the quality of food being served to the students by the contractor, and they shall submit the report to the Director. They shall be provided meals free of cost by the contractor every time.
3. **Evaluation of Performance** - After three months of operation, the caterer will be evaluated on the basis of the guidelines and rules detailed in this document and in the leave and license agreement to be drawn. If the caterer fails to meet the expectation and promises made, then the leave and license agreement can be cancelled at that time. Signature and seal of the bidder required on all the pages which have to be submitted along with Technical Bid and Financial Bid.
4. **Performance Security** - Within 7 days of execution of the mess contract, the caterer will be required to execute the performance security deposit, equivalent to ***5% of contract value in the form of a Fixed Deposit Receipt (FDR)/ Bank Guarantee issued in the name of 'Director, IITTM and payable at Gwalior.*** The Fixed Deposit Receipt (FDR) should be from a scheduled nationalized bank, and will be held against any defaulting in performance and violation of terms and conditions. This FDR shall be effective for entire contract period.
5. **License Fee** - The catering contractor has to pay a license fee of Rs. 6000/- per month and Rs. 4000/- as electricity charges for the contract period and at such rate as may be fixed by the institute for the subsequent period, if the contract is extended.
6. The following rules should be followed:
 - a) The caterer should adhere to the provisions of the Provident Fund Act, ESI Act, The M P State Minimum Wages Act and other such acts which are applicable.

- b) The caterer should ensure that the payment is made to the laborers as per MP State Minimum wages act to the satisfaction of the licensee.
- c) The **Caterer shall not employ child labour** and upon violation legal action would be taken.
- d) Engagement of required staff, providing uniforms, Caps, sweaters, hand gloves etc. will be the responsibility of the caterer. The workers should always use hand gloves and caps while working.
- e) **Expected Strength** - The expected strength of mess members in each hostel is approx 120- 150
- f) The timings, menu and price of extra items would be determined by the Mess Committee of Director, IITTM in consultation with the caterer.
- g) The caterer shall, at his own cost, maintain adequate stock of food grain, grocery, and adhere to the standards of the institute. The caterer shall be responsible for proper hygienic storage of all raw materials.
- h) No food cooked in the mess may be taken out of the premises without prior permission.
- i) Vegetarian and Non Vegetarian food will be cooked and served separately For Cooking Non-vegetarian food utensils may be arranged separately by the contractor.
- j) **Maintenance of Civil & Electrical Work** - Major civil and electrical works will be attended by Institute. Minor maintenance jobs such as replacement of light bulbs, tube lights, maintenance of fan etc. will be the responsibility of the catering contractor.
- k) **Maintenance of kitchen equipment** - Maintenance of kitchen equipment will be covered to the scope of maintenance service contract entered into by Director, IITTM with equipment suppliers, but catering contractor should inform service contractor of maintenance requirements. Additional expenses on repairs and maintenance of equipment, if any, shall be borne by the caterer.
- l) Kitchen equipments, cooking utensils, Dining hall furniture and service counters will be provided by Institute. Upkeep of all items provided by the Institute will be the sole responsibility of the caterer.
- m) **Maintenance of Stock Registers** - The stock entry of Kitchen equipments, cutlery, Cookery and furniture, etc., which is provided by the IITTM, Gwalior. Mess Committee and brought by the Contractor will be maintained in IITTM, Gwalior in both the Hard and Soft copy format.
- n) Refilling of commercial cylinders and procurement of good quality grocery/ provisions and other consumables will be the responsibility of the caterer.
- o) **Security of Fixed Assets** - Security of licensed premises, equipment, fittings and fixtures, furniture etc. will be the responsibility of the catering contractor. These include the provision of ample liquid soap for hand wash at basin, clean towels to clean hand, hand gloves for mess workers, who handle items like salad, pani puri, papad, etc., head caps for mess workers and other measures as advised by the Mess Committee.
- p) The following rules should be followed:
 - (a) Cleaning and Housekeeping of kitchen and dining area, will be the sole responsibility of the caterer.

- (b) Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture is also responsibility of the caterer. The highest possible standards are expected in this regard.
- (c) All possible measures must be taken to ensure hygiene in the kitchen and mess.
- q) Mess Committee of IITTM reserves the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.
- r) The caterer shall attend a monthly meeting of the mess committee, failing which a penalty will be imposed.
- s) It is mandatory to have 1 helper per 25 members and 1 cook per 100 members. This workforce should be divided into two teams, so as to operate in two shifts of duration of eight hours each. 2 supervisors must be present in each shift. One of the supervisors should be entrusted the duty of quality control and hygiene.

PART- VII

PENALTIES FOR VIOLATION OF NORMS

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

1. **Non-availability of complaint register on the counter** or discouraging The Students from registering complaints would lead to a fine of Rs. 2,500/- on the caterer in each case.
2. **Any complaint of insects and/or foreign object** (hair, rope, cloth, plastic, etc) found in the food would invite a fine of Rs. 5,000/- on the caterer in each case.
3. **Any complaint of stones / pebbles** will attract a penalty on the caterer which can be upto Rs. 2,000/- in each case.
4. **Hard and/or sharp objects** like glass pieces, nails, hard plastic etc. will attract a penalty of at least Rs. 5000/- per incident.
5. **Food poisoning**, shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the caterer.
6. **03 or more complaints of unclean utensils** in a day would lead to a fine of Rs. 3,000/- on the caterer.
7. If mess committee agrees that **certain meal was not cooked properly** then a fine of Rs. 3,000/- would be imposed on the caterer.
8. If food for any meal gets over within timings of mess and waiting time is more than 10 minutes for breakfast or lunch or dinner, then a fine of Rs. 2,000/- would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
9. **If the quality of milk is not found up to be appropriate**, or it is diluted, a fine of 2,000/- would be imposed.
10. **Changes in menu of any meal** (including fruit/juice/milkshake) without permission of mess committee would result in a fine of Rs. 5,000/- to the caterer.
11. **For any violation of rules stated in the agreement,**
 - (a) First violation of the rule implies fine as per the rule.
 - (b) Second and subsequent violations of the same rule within 30 days of previous fine will attract double the initial amount of fine on the caterer.

12. **Inappropriate personal hygiene of workers** including their dress personal hygiene of workers and/or misbehavior by workers etc. will lead to fine of Rs. 2000/- on caterer for every instance.
13. **Failure to maintain a proper health check up of the workers** will attract a fine of Rs. 4,000/- per instance
14. **Absence of proprietor or his representative empowered to take decision from mess committee meetings on due invitation** (which will be held once every month) will attract a fine of Rs. 10,000/- on caterer.
15. As and when mess committee proposes a fine, it will inform the representative of the caterer or mess manager and fine will be imposed.
16. **Using of brands not mentioned in the contract** without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Mess Committee.
17. Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summarily Termination of the Contract.
18. **Notice Period - The notice period for the termination will be 60 days.** If a contractor disobeys the rule made by the IITTM, Gwalior Mess Committee repeatedly commits the same mistake then the contract shall be terminated immediately without any notice. Further caterer would be blacklisted by the institute.
19. Caterer would not have any right to put any charges/blaming on any of the IITTM, Gwalior Mess Committee members as they are serving voluntarily to the IITTM, Gwalior.
20. ***Only people who pay, gets the food. No other people including attendants, security men, or any other staff gets free of cost food for any reason. (Exception- food quality supervision 04 members in every week).***

P.S.: Any penalties/fines imposed on the caterer would be deducted from their payment of the same month itself.

PART- VIII

(Engagement and Development of Manpower for Mess Services)

1. **Details of Workers** - The contractor shall submit a list of workers, with complete details including local/ permanent addresses, contact details, and their photographs etc along with police verification, for approval which may be allowed to work at the mess. The Warden/Mess Committee may reject any or all the names without assigning any reason thereof. Only those workers who have been cleared by the Mess Committee/ Warden shall be allowed to enter into the premises of the mess. The above workmen shall be placed at all the times under exclusive supervision of the contractor.
2. Wagesto the mess staffs shall be paid by Contractor at the Central Labour Commissioner Rates.
3. Contractor shall also ensure that each and every worker is covered under the provisions of ESI Act 1948 and EPF Act 1952.
4. **For sick students, the contractor shall arrange to serve "sick diet" at their rooms. The sick diet shall be defined and provided by mess committee to the contractor.**

5. **Responsibility of providing uniform to the Mess Staff** - Contractor/Firm shall provide dress to all mess staff and they will compulsorily wear it while on duty. The colour and style of the uniform shall be decided with the consultation of Mess Committee. The staff shall wear clean and ironed uniform with IITM logo and welcome message, head gear, apron, gloves etc. while on duty.
6. The contractor shall employ only healthy adult and trained staff with good health and sound mind for all services. He shall also nominate a qualified and experienced manager, acceptable to the institute to take orders/instructions from the mess committee, the Warden/ Mess Committee or any other authorized representative of the institute.
7. **Behavior of Mess Staff** - The contractor shall be responsible for the courteous behavior of all their staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality. The contractor shall be bound to prohibit and prevent employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The contractor shall be responsible thereof and indemnify the institute of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the Warden on any matter, arising under this clause shall be final.
8. In case, the Institute suffers loss of any nature on account of the contractor or his employees for not following security/ safety regulation/instructions, the contractor shall be liable to make good the loss as determined by the Institute at its sole discretion and the institute shall have the right to recover such losses, etc., from the dues payable to the contractor and/or security deposit, etc.
9. The contractor shall not appoint any sub- contractor for the work assigned to him. Also, no part of the contract, nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whatsoever.
10. The contractor staff shall not be treated as the institute's staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The institute shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the contractor is responsible under the law. However, if the institute is forced to pay any cost of any nature on account of the contractor's liabilities, the said cost shall be recovered from the dues payable to the contractor.
11. **Insurance of Workmen's** - The contractor shall, at his own expense, take workmen's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the Institute. The contractor shall further, at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time (say 15 days approx.) from the date of award of contract.
12. The mess workers of the contractor shall not be allowed to stay in the hostel/ Mess premises or in the institute campus.
13. Smoking and drinking within the entire area of the Mess/ Hostel in particular and the Institute campus in general are strictly prohibited. Violators of this rule shall be prosecuted as per law.

14. If and when required by the Institute, all personnel deployed by contractor at IITTM, Gwalior, will be required to display ID card while entering into the institute premises. They will also require wearing the ID card all time while on duty.
15. **Accident or Injury to Workmen**-The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.
16. **Damage to Property**-The contractor shall be responsible for making good to the satisfaction of the Mess Committee/ Warden for any kind of loss or damage to any structures and properties within the mess premises. If such loss or damage is due to fault and/ or the negligence or willful acts or omission of the contractor, his employees, agents, representatives or sub-contractors, shall make good the loss as assessed by the Mess Committee.

PART- IX

Rates of meal and terms of payment

1. The bidder shall only quote the rate of food per plate in Financial Bid Form- VI & VII.
 2. Bidder will be required to quote the price of food per plate for Breakfast, Lunch, Evening Tea & Snacks and Dinner separately to reach the final rate per student per day. They will also be required to quote the prices for add on items etc. in **Form-VII**.
 3. **Criteria for Evaluation of Financial Bid** - Financial Bids, received without calculation chart shall be summarily rejected, even that their price is lowest. The objective of preparing calculation chart is to examine the correctness of price as per current market rate.
 4. **The prices/rates accepted by the contractor shall remain firm till the completion of contract, except the new taxes enacted by government during contract period and applicable to this institute. The prices/rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work.**
 5. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the work and material required through the contract may not have fully and precisely incorporated them. The opinion of the Mess Committee/ Warden as to the items of work which are necessary and reasonable for completion of the work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.
 6. The aforementioned rates shall remain in force for one year from the date of commencement of the work and during this period the rate shall not be revised.
 7. The rates so fixed will be inclusive of all taxes, duties, and levies etc. imposed by the State government and Local Bodies as on the date of award of the work.
 8. **The contractor will raise bill on monthly basis.** The bill for every month shall be submitted in the first week of next month. The payment shall be made on the basis of actual attendance of residents which is to be duly certified by Wardens.
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PART- X
General Instructions to bidder

1. Selection of successful bidder and award of job -

- (a) Bidder shall be selected on the basis of quoted rate of per plate-per day-per student.
- (b) Work order for running mess shall be awarded to that technically qualified bidder, whose quoted rate of per plate food will be found near to our **in-house estimate (± 5% variation)**. *It may be understood with this example: If the in-house estimate is Rs. 100/- per plate-per day-per student (including all cost) and any bidder has quoted rate up to Rs. 95/- per plate, they shall be considered for awarding the job. If none of the bidder comes under this range of 5%, Tender Evaluation Committee (TEC) then shall look at the prices quoted in upper side of up to Rs. 105/-.*
- (c) If T.E.C. does not find any bidder in the range of 5% of the reserved amount upwards or downwards, they may broaden their scope of consideration with price variation up to 10% (lower side or upper side). In this case, first preference shall be given to the bidder, who has quoted price at lower side and Tender Evaluation Committee finds it justified in its own evaluation. But this price shall not be below the reserve price of Rs. 100/- (including manpower cost). The decision of the Director IITTM in this regard shall be final.
- (d) If T.E.C. does not find any bidder under these slabs, in such situation tender shall be cancelled and fresh quotation shall be invited thereafter.
- (e) **Merely quoting lowest price will not automatically entitle a bidder to be a successful bidder. The price quoted should be justified from all angles in the interest of the students, commensurate with existing market rates and the criteria fixed by the institute.**
- (f) **The reserved amount fixed by the Tender Evaluation Committee on the basis of sample menu mentioned in the tender shall be intimated/ opened in front of representatives of the firms, at the time of opening financial bids.**

2. Mobilization Time -The contractor shall have to mobilize his resources so as to commence the work within 15 (fifteen) days from the date of award of contract.

3. Performance Security-The contractor shall be required to execute the performance security deposit, equivalent to 5% of contract value in the form of a Fixed Deposit Receipt (FDR)/ Bank Guarantee issued on the name of 'Director IITTM Payable at Gwalior . The Fixed Deposit Receipt (FDR) should be from a scheduled nationalized bank, and will be held against any defaulting in performance and violation of terms and conditions. This FDR shall be effective for entire contract period.

The Security Deposit shall be retained up to and including 60 (Sixty) days after the contractis over. The Institute shall have an unqualified option to forfeit the same, if the contractor and / or in respect of any amount due from the contractor to the institute.

4. Return of Security Deposit - The Security Deposit shall be refunded to the contractor without any interest after 60 (sixty) days of the expiry of the contract or within 15 (fifteen) days from the date of the issue of a "No Dues Certificate" by the Mess Committee subject to the fulfillment of all contractual obligations by the contractor. No interest shall be payable by the Institute for sums deposited as Security Deposit.

5. **Forfeiture of Security Deposit:** In case, the institute makes any recoveries on any account from the Security Deposit of the contractor, the contractor shall make good the Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the contractor shall have to pay an interest @ 12% (percent) per annum for the period of delay in making good the Security Deposit.
6. The mess premises shall always be in possession of the Institute and the contractor is only permitted to enter the premises to manage the mess. Whenever the contract is terminated or concluded the assigned work and institute decides to not allow contractor on written notice to run the mess, the institute shall be entitled to restrain the contractor from entering into IITTM, Gwalior premise as well as the hostel premises.
7. Income Tax (TDS), if applicable shall be deducted from all payments made to the contractor as per rules and regulations in force and in accordance with the income tax act and service tax department prevailing from time to time.
8. **Termination of contract** -The Institute shall reserve right to terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the institute to the contractor shall be issued giving 60 (Sixty) days' notice for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances this 60 (Sixty) days' period may appropriately be reduced.
9. If all or part of the contact is terminated in accordance with the provisions contained above, the institute shall pay to the contractor charge up to the effective date of termination. However, the termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.
10. **Responsibility for Proper Upkeep of Buildings and Services:** The contractor shall be the custodian of the mess premises, all installations, furniture, furnishings, equipment, utensils, gadgets, etc., supplied by the Institute as part of the establishment. It will be the responsibility of the contractor to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the contractor takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good condition shall devolve upon the contractor. For this purpose, the contractor shall have to maintain close liaison with the Mess Committee and the Warden to seek their support and advice in matter.
11. Issues, not specifically clarified in the contract, shall be settled with mutual consent between the contractor and the Mess Committee, without vitiating the basic premises of the contract.
12. Wherever it is mentioned in the scope of work that the contractor shall perform certain work or provide certain facilities, it is understood that contractor shall do so at his own cost and the value of the contract shall be deemed to have included in the cost of such performance and provision so mentioned.
13. All material and services shall satisfy the high standards befitting the reputation of the institute.
14. Once the quoted rates/prices are accepted by the contractor, it shall be for all purposes whatsoever and it will be deemed that they have independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into

account all contingencies as may arise due to such information or the lack of the same. The scope of work is only broadly defined and the final details shall be finalized by the Director IITTM during the course of the execution of work.

15. Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.
16. In case of any doubt and clarity required for the any clause of contract/tender, contractor May send their request in writing to the institute to settle the issue, before signing the contract. The institute shall provide such clarification as may be necessary in writing to the contractor. Such clarification as provided by the Institute shall form a part of the contract document.
17. No verbal agreement or inference from conversation with any officer or employee of the Institute before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/ obligations contained herein.
18. If the contractor or his employees break, deface or destroy the property or the establishment belonging to the Institute during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Chief Warden/Warden May cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the mess committee shall be final).
19. All compensation or other sums of money payable by the contractor to the Institute and the recoveries to be made under terms of this contract may be deducted from his Security Deposit or from any sums which may be due/may become due to the contractor or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the contractor shall within 10 (ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.
20. **Power of Entry** -If the contractor does not commence the work in the manner described in the Tender Document/ Work Order or if at any time in the opinion of the Director, IITTM, the contractor:
 - a. fails to carry out the works in conformity with the contract documents; or
 - b. violate any of the statutory provisions including but not restricted to the Minimum Wages Act, ESI Act and EPF Act; or
 - c. fails to carry out the works in accordance with the contract schedule; or
 - d. substantially suspends the work without authority from the Warden; or
 - e. fails to carry out and execute the works to the satisfaction of the Warden; or
 - f. fails to facilitate procurement of sufficient/suitable raw material or things; or
 - g. commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after a notice in writing being given to the contractor by the Warden requiring such breach to be remedied; or
 - h. if the contractor abandons the works;

in any of above cases, Institute shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with the work by his agents, workmen and the supervisors as the institute in its

absolute discretion may think proper to employ without making payment to the contractor for the said material other than such as may be certified in writing by the Director, IITTM, to be reasonable, then the amount of such excess as certified by the Director, IITTM, shall be deducted from subsequent month bill or security, which may be due for work done by the contractor and be made good under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the institute by the contractor and the institute shall have the power to sell in such manner and for price as it may think fit all material pertaining to the contractor and to recover the said deficiency out of the proceeds of the sale.

21. Force Majeure -

- a. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.
- b. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- c. The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Institute without any penalty.
- d. If the work is suspended by force majeure conditions lasting for more than 5 days, the Institute shall have the option of cancelling the contract in whole or in part thereof in 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 contractor.

22. Release of Information- The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.

23. Schedule of Rates and Payments -The price to be paid by the Institute to the contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor as per the terms of the contract shall be ascertained by the bidders at the schedule of rates and payment shall be made accordingly to the work actually executed and approved by the Director, IITTM.

24. Receipts for Payment -The receipt for payment made on account of the work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractor are described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by any authorized person.

25. Completion of Contract -Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of the contract.

26. Completion Certificate/ No Dues Certificate -When the contractor fulfils these obligations under the contract, he shall be eligible to apply for a Completion/No Dues Certificate in respect of the work. Director, IITTM shall normally issue Work Completion Certificate to the contractor within 1 (one) month of receiving an application form. The contractor, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

27. Arbitration -

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question of disagreement or matter whatsoever, shall, before/ 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 thereof, shall be referred to a sole arbitrator to be appointed by the Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on both parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.
- b. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties give consent to this effect failing which the arbitrator shall be entitled to proceed de-novo.
- c. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.
- d. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- e. The venue of arbitration shall be IITTM, Gwalior (MP).
- f. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

28. Jurisdiction -The contract shall be governed by and constructed according to the laws in force in India. The contractor shall hereby submit to the jurisdiction of the courts situated at Gwalior, for the purpose of actions and proceedings arising out of the contract and the courts at Gwalior shall have the sole jurisdiction to hear and decide such actions and proceedings.

(Signature and Seal of the Bidder)

Place : -----

Date : -----

**FORM- I TENDER/CONDITIONS ACCEPTANCE
LETTER (To be given on Company Letter Head)**

Date:-----

To
The Director
Indian Institute of Tourism and Travel Management
Govindpuri, Gwalior

Subject: Acceptance of Terms & Conditions of Tender.

Tender Name: Running of Students' Mess for around 400+ students

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the IITTM, Gwalior website www.iittm.ac.in as per your advertisement, given in the above mentioned website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _ to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

FORM- II

CERTIFICATE OF ETHICAL PRACTICES

(This document shall be duly signed by the tenderer and to be attached with Technical Bid)

1. I/We assure the IITTM, Gwalior, that neither I/We nor any of my /our workers will do any act/s, which are improper / illegal during the execution of the contract awarded to us.
2. Neither I/We nor anybody on my/our behalf will indulge in any corrupt activities /practices in my/our dealing with the organization/institution.
3. I/We will have no conflict of interest in any of our work/contract at the institution.
4. We will keep the messes and its surroundings hygienic, neat & clean.

Place :-----

Date :-----

Yours faithfully,

(Signature of the Bidder, with Official Seal)

FORM- III: FORMAT FOR TECHNICAL BID

(Tender Reference No:)

(Technical Bid should be kept in separate sealed cover without stating any price or schedule of rates)
To be filled in ink by **BLUE BALL PEN.**

From:

.....
.....
.....

To,
The Director

Details tender form cost. (Rs. 5000/-)

Draft No.....Issuing Bank.....Date

Details E.M.D. (Rs. 05.00 Lakh)

Draft No.....Issuing Bank.....Date

| S. No. | Particulars | Details to be filled in by the Agency/ Firm |
|---------------|--|---|
| 1. | Name of the Entity/ Firm/ Consortium/ & Contact Person | |
| 2. | Regd. Office/ Business Address/ Contact of the Entity | |
| 3. | Date of incorporation of the Entity. State whether it is Partnership/ or Proprietorship or others (Specified) | |
| 4. | PAN and TIN Nos. of the Entity | |
| 5. | Whether the Entity has minimum 5 years of experience in providing catering services to reputed organizations/ institutions out of which 03 years experience should be continues (Attach copies of work Orders and relevant certificates of works executed) | |
| 6. | Whether the Entity is registered with GST Department?(Attach copy of Registration) | |
| 7. | Copy of food license certificate. | |
| 8. | Whether the Entity is registered with ESIC? Please State the Registration No. (Attach copy of Registration) | |
| 9. | Whether the Entity registered with EPF? Please State the Registration No. (Attach copy of Registration) | |
| 10. | Whether the Entity has achieved total turnover of at least Rs. 100.00 Lakhs (1.00 Crore) during each year in last 3 financial years. Submit the audited balance sheet of each financial year (2019-20, 2020-21 and 2021-22). | YES/ NO Turnover in Rs. (as per ITR): 2019-20 : 2020 -21 : 2021 -22 : |
| 11. | Whether the Entity is an Income Tax Assesses and have filed its income tax returns for the last three financial years (Attach copy of IT Returns) | 2019-20 : 2020-21 : 2021-22 : |
| 12. | Number of Manpower already working with the Entity | |
| 13. | Whether the Caterer agrees to properly handle the various gadgets and utensils, crockery etc. provided by the institute? | |

DECLARATION

- a. I/we agree that the decision of IITTM, Gwalior in selection of Bidders will be final and binding to me/us.
- b. I/we agree that we have no objection if inquiries are made about our works and experience, its related areas and any other inquiry regarding all contracts listed by us in the bid.
- c. I/we undertake to inform any change in the constitution of the firm, as and when it takes place. The continuation of the contract subsequent on such alteration will be at sole discretion of IITTM, Gwalior.
- d. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.

Place/Date:

**(Name, Designation and Signature
with Seal of the Company)**

FORM- IV
FORMAT FOR SOLVENCY CERTIFICATE
(On Bank's Letter Head)

Ref. No:.....

Date:

To Whomsoever It May Concerned

This is to certify that to the best of our knowledge and information, M/s

(Bidders name with complete address), a customer of our Bank, is respectable, and is capable of executing orders to the extent of Rs. (Rupees)

as disclosed by the information and records which are available with us.

M/s _____ have been our customer since to date and has been granted the following limits, at present, against various facilities granted by the Bank:

_____.

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials. This certificate is issued at the specific request of the customer for the purpose of participating in IITM, Gwalior Tender No-

Signature of Authorized Person Name: -----

Date: -----

Seal:

FORM- V

(List of Clients with Details)

Contract details of establishment where caterer has done the work in the past or present:

| S. No. | Name of the Organization | Contract value per year | Name of the Officer-in-Charge & his Mobile/ Phone No. | Period of contract | Total contract period (in months) |
|---------------|---------------------------------|--------------------------------|--|---------------------------|--|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

Date: -----

(Signature and Stamp of the contractor)

FORM- VI
FINANCIAL BID FOR MEALS

(Form-VI & VII should be kept in a separate sealed cover- To be filled in BLUE INK)
The rates should be quoted all inclusive Quotes showing any charge separately will not be considered.

Name of Firm/Agency:

| Sl No | Description | Amount (Rs.) | |
|-------|--|--------------|----------|
| | | In figure | In words |
| 1 | Rate per day-per student for breakfast | | |
| 2 | Rate per day-per student for Lunch | | |
| 3 | Rate per day-per student for evening Snacks | | |
| 4 | Rate per day-per student for Dinner | | |
| | Total cost (Per day per student) | | |

(Signature and Stamp of the contractor)

FORM – VII**CHARGES TO BE QUOTED FOR EXTRA MEALS**

(These rates will not form part of the quotes for awarding of tender and are negotiable)

| Breakfast display (when there is guest) | Rate per pax |
|--|-----------------------|
| <ol style="list-style-type: none"> 1) Fruit (either Banana or Cut Papaya) 2) Corn Flacks 3) Hot Milk 4) Brown Bread + Butter(sassy) + Jam(sassy) 5) Stuffed Parantha or Bhature or Puri 6) Dahi or Cholley or Sabji (Combination with above) 7) Idli or Bada 8) Sambhar 9) Tea Licker + Sugar Pouch 10) Black Coffee + Sugar pouch + Sugar free pouch 11) Hot Water + Tea pouch + Sugar + Sugar Free pouch <p>Live Kitchen:</p> <ol style="list-style-type: none"> 1) Omlet and Fried Egg and Dosa <p>Note: Display is not possible in case the number of guests is up to 5. In such case the contractor can take the option from the guests out of the above menu and serve accordingly. However in case the number of guests are 6 or more, the full display to be made as at above.</p> | |
| <p>LUNCH (VEG) – Common for all category of guests</p> <ul style="list-style-type: none"> - One seasonal sabji - One gravy veg. - One Dal - Rice - Chapati - Salad - Papad - Raita/ Curd - Sweets / Ice Cream | Rate for Common Guest |
| <p>LUNCH (VEG) – for special category of guests only</p> <p>(Statar)</p> <ul style="list-style-type: none"> - One soup - Stater (Veg Cutlet / Brinjal Cutlet / Fish Finger / Boneless Chicken Pakora) combination of one veg and another non-veg item <p>(Salad)</p> <ul style="list-style-type: none"> - Green Salad - Sprout - Papad - Achar/ Chatni <p>(Main Course)</p> <ul style="list-style-type: none"> - One seasonal sabji - One gravy veg. - Assorted Vegetable - One Dal - Rice - Chapati/ Assorted Bread - Raita/ Curd - Sweets / Ice Cream | |

| | |
|--|-------------------------------|
| Non Veg, if added to Lunch or Dinner One non veg item – Chicken/ Mutton/ Fish | Rate for only Non-Veg Item |
| SNACKS + TEA (Either of one combination) <ul style="list-style-type: none"> - Veg Roll +Coffee & Tea - Pasta +Tea & Coffee - Vermicelli + Tea & Coffee - Samosa +Tea & Coffee - Aloo Sandwich (grilled) +Tea & Coffee - Bread Pakoda + Tea & Coffee - Poha +Tea & Coffee | |
| DINNER (VEG) <ul style="list-style-type: none"> - One seasonal sabji - One gravy veg. - One Dal - Rice - Chapati/ Assorted Bread - Salad / Papad - Raita/ Curd - Ice cream/ Sweets | |
| PACKEGED DRINKING WATER as per actual & other Beverage Service as per actual <ul style="list-style-type: none"> - 250 ml Pack bottle - 500 ml bottle | |
| TOTAL | |

Form – VIII : (THE FORMAT TO BE PASTED ON THE ENVELOPES OF THE BIDS)

TENDER FOR AWARD OF THE CONTRACT FOR MESS SERVICES

(TECHNICAL BID in a Separate Sealed Envelope)

**To,
The Director
Indian Institute of Tourism & Travel Management
Govindpuri, Gwalior
M.P. (474 011)**

From :

TENDER FOR AWARD OF THE CONTRACT FOR MESS SERVICES

(FINANCIAL BID in a Separate Sealed Envelope)

**To,
The Director
Indian Institute of Tourism & Travel Management
Govindpuri, Gwalior
M.P. (474 011)**

From :

TENDER FOR AWARD OF THE CONTRACT FOR MESS SERVICES

(TECHNICAL BID + FINANCIAL BID both inserted in a Big Sealed Envelope)

**To,
The Director
Indian Institute of Tourism & Travel Management
Govindpuri, Gwalior
M.P. (474 011)**

From :

Form – IX (HANDING AND TAKING OVER FORMAT FOR THE EQUIPMENT AND UTENSILS PROVIDED BY IITTM TO CONTRACTOR)

LIST OF EQUIPMENTS, UTENSILS PROVIDED TO THE CONTRACTOR BY IITTM GWALIOR

| S. No. | Details of Items & Descriptions | Quantity | Remarks |
|---------------|--|-----------------|----------------|
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Handed Over

Received & Taken Over

(Signature of authorized officer)

(Signature with seal of authorized representative of the contractor)

Name of the authorized officer:
IITTM Gwalior

Name of the representative

Place :
Date:

SAMPLE MESS MENU (ONLY REPRESENTATIVE MENU)

Annexure-I

I. Menu

| Days | Breakfast* | Lunch* | Snacks | Dinner |
|-------------|--|--|--|---|
| Monday | 4 pc. Pav Bhajji + Tea/Coffee (100 ml) | Rice, Chapati, Rajmah dal, Seasonal Vegetables-1, Papad, Green salad, Curd | BreadPakoda-1Tea/ Coffee (100 ml) + Green Chutney/ Tomato Sauce | Rice, Chapati, Any dal,Seasonal vegetable-1, Papad, Green salad + one Paneer Item |
| Tuesday | 6 Poori & Sabji, Jalebi-2 (big size) + Tea/Coffee (100 ml) | Tandoori Roti, Dal Makhani, Rice, Seasonal vegetable-1, Green saladLassi (Buttermilk)/ + one Sweet Dish | Khasta Kachaudi Chat + Tea/Coffee (100 ml) + Green Chutney/ Tomato Sauce | Veg Biryani/ Rice+Veg Manchurian, Raita, Papad-1, Green salad |
| Wednesday | 01 full plate Poha/ 02 pc. Paranthas + Tea/Coffee (100 ml) + Seasonal Fruit | Rice, Chapati, Yellow, Seasonal Veg, Papad, Green salad, Raita | Veg Cutlet (75 gm)-1 + Tea/Coffee (100 ml) + Green Chutney/ Tomato Sauce | Jeera Rice, Butter Nan, Paneer Butter Masala Papad-1, Green salad, + Fish Curry* (for Non-veg students)and Chilly Mushroom/Any similar item (for veg. students) |
| Thursday | 02 pc. Masala Dosa / 04 pc. Idly/ 4 pc. Vada/ 4 pc. Uttapam / Sambhar+ Tea/Coffee (100 ml) | Rice, Chapati, Matar Paneer, Seasonal vegetables-1, Curd, Papad, Green salad, + Ice Cream in summers (Amul- Butter scotch-100 ml) and Kheer in Winters | Samosa-1 + Tea/Coffee (100 ml) + Green Chutney / Tomato Sauce | Rice, Chapati, Yellow Dal, Seasonal vegetables-1, Veg Manchurian, Papad, Salad |
| Friday | Chole, Bhaturo/Kulche 4 pc. + Tea/Coffee (100ml)+ any Fresh fruits | Tandoori Roti, Dal Makhani, Mix vegetable, Papad, Green salad | Veg Sandwich-2 + Tea/Coffee (200 ml) + Tomato Sauce | Veg Fried Rice, Plain Paratha, Seasonal vegetables-1, Papad, Green salad+ Butter Chicken* (For Non Veg. Students) and One Paneer Item or any similar item (For Veg. Students) |
| Saturday | Aaloo Parantha (02 pc.), Pickles and Curd (50 gm) + Tea/Coffee (100 ml) | Khichdi/ Pullao Papad-1, Pickles, Curd, Green salad+ Fruit Custard | Aaloo Tikki-2 + Tea/Coffee (100 ml) + Green Chutney/ Tomato Sauce | Chapati, Rice, Kadhi-Pakaudi, Seasonal vegetable-1, Papad, Green salad, Raita |
| Sunday | Veg Chowmin/ Maggi (o1 plate) + Tea/Coffee (100 ml) | Pulao, Roti, Dal- Tadka (Chana/ Udad Mix), Palak/Matar Aloo, Papad, Green salad, Branded Buttermilk | Onion/Palak Pakoda (75 gm) + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce | Idli + Dosa + Sambhar + Coconut Chutney |

* This menu will be followed in the entire hostel but days can be changed as per the requirement of hostel.

II. IMPORTANT NOTE:

(a) Salt, Pepper, Green chilies, & Paper napkins shall be available on all days at the time of Lunch & Dinner along with above mentioned items on the dining table.

III. MEAL FOR SICK STUDENTS:

- Kichdi, Dalia, Curd, Milk, Fruits or as advised by Doctor. It shall be order in advance (except emergency cases).

IV. FESTIVE SPECIAL MEALS

Festive meals shall be served on the following occasions as decided by the students committee:

| | | | | | |
|----|--------------|----|------------------|----|-----------|
| 1. | New Year | 4. | Janmasthanmi | 7. | Diwali |
| 2. | Republic Day | 5. | Independence day | 8. | Eid |
| 3. | Holi | 6. | Navratri | 9. | Christmas |

* Schedule of festive meal shall be finalized by Mess committee

V. FOR GUESTS- At Guest House or meetings only (Only on count of Guest) Number of Guests to be informed to the contractor in advance but will not form part of the tender quotes and will be used in future after award of the contract.