

# **TENDER FOR DINING SERVICE**

**NIT No: IITJ/Admin(catr/messing)/TEN/17-18/04**

- NIT Issue Date and Time** : 27 April 2017
- Pre-bid Meeting** : 05 May 2017 1500 Hrs (Friday)
- Tender Submission Date and Time** : 17 May 2017 1500 Hrs (Wednesday)
- Tender Opening Date & Time** : 17 May 2017 at 1530 Hrs (Wednesday)  
(Technical Bid)
- Tender Opening Date & Time** : Date Later  
(Financial Bid)



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

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## **DINING SERVICES TENDER**

1. IIT Jodhpur invites sealed tender for Dining facilities on fixed cost basis at its student hostels at Permanent Campus in Karwad (on NH 65) towards Nagaur at designated hours. The service is to be provided for approximately 800 students (The strength will fall during vacation months and may increase during new admissions)
2. Tender document can be downloaded from the institute website <http://iitj.ac.in/tenders/index.php?id=Services>. The duly filled tender document must reach at Administrative Block, IIT Jodhpur (in Temporary Campus in Old Residency Road, Ratanada) by 1500 h on or before **17 May 2017**.
3. The bidder should submit Technical Bid and Price Bid in two separate sealed covers as under :-
  - (a) Technical Bid shall contain information regarding business turnover, experience and other details of the firm to judge the suitability of the caterer for providing Dining service.
  - (b) Price bid shall contain details of menu, quality, brand of standard products to be served, price of the items for a full day menu etc. Breakup of price for breakfast, lunch and dinner to be mentioned clearly. It would also contain details of the persons and their number to be deployed. The lowest price (L-1) will be based on one day meal charges, inclusive of breakfast, lunch and dinner charges.
4. The Technical bid will be opened on **17 May 2017** at **1600 h** in the Seminar Hall (S-1), at Administrative Block, IIT Jodhpur (in Temporary Campus in Old Residency Road, Ratanada) in the presence of the Tenderers present at the time. Price bids of only those bidders will be opened whose technical bids are found suitable and qualifying the eligibility criteria of the tender. Date of opening of price bids will be decided after technical bids have been opened and evaluated by the committee.
5. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 500/-. In the event of bidder backing out before actual award or execution of agreement, Institute will have right to forfeit the EMD/performance security in full. Institute reserves the right to reject some or all the applications without assigning any reasons whatsoever.

## **GENERAL INSTRUCTIONS TO TENDERERS**

### **Technical Evaluation:**

#### **6. Eligibility Criteria:**

(a) The applicant should be in catering business for a minimum period of **05 (Five) years as on 31 March 2017.**

(b) Experience of having successfully run the catering service during the last 05 years, as per following details:

(i) One similar completed works (preferably one of them in any academic institute) having not less than 1000 persons on its dinning strength in the last 03 (Three) years. Satisfactory completion work certificate to be enclosed.

OR

Two similar completed works (preferably one of them in any academic institute) each having not less than 500 persons on its dinning strength in the last 03 (Three) years. Satisfactory completion work certificate to be enclosed.

(ii) Similar nature of work like the running of messes of Institutions such as IIT / AIIMS / NIIT/ IIIT / ISER / Central Universities / Central Government / Central Autonomous Bodies / Leading Private Educational Institution / Organisation . A tender without accompanying supporting documents will not be considered.

(c) The applicant's average annual financial turnover (gross) in catering services during last 05 (Five) years, should not be less than **1 Crore INR.**

(d) Document indicating ECIS and EPF, registration and payment to the employee need to be furnished for preceding one year, failure of which the tender will be rejected.

(e) Profit & Loss A/Cs for the last three financial years (from 2013-14 and onwards); audited balance sheet and profit and loss accounts for respective years must be attached.

#### **7. Earnest Money Deposit (EMD):**

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 2,00,000/- (Rupees Two lakhs only)** which is refundable and a non-refundable tender fee for an amount of **Rs. 1,000/- (Rupees one thousand only)** by way of demand drafts only. The demand drafts shall be drawn in favour of "Director, IIT Jodhpur", Payable at Jodhpur".

The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the bid. Any bid if found without the demand drafts of earnest money deposit and tender fee will be rejected. The Institute will not be liable to pay any interest on such an amount. The earnest money deposit shall be forfeited, if the tenderer withdraws its bid during the period of tender validity.

**The earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of the Performance Security. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the order within 10 working days or fails to furnish the required performance security within 15 days of issue of Purchase Order.**

After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days.

**8. Validity:** Quoted rates must be valid for a period of 90 days from the date of the closing of the tender.

The overall offer for the assignment and tenderer quoted price shall remain unchanged during the period of validity. If the tenderer quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or changes his offer during the validity period, the tender is liable to be rejected and the earnest money deposited shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

**9. Performance Security:** After the award of work, the supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format (**Appendix-E**) issued by any Nationalized/Scheduled Bank / or Fixed Deposit Receipt, for an amount Rupees **15 Lakhs INR** and it will be kept valid for a period of 60 days beyond the date of completion of Service. Service Period will be commenced from the date of the starting of the service. Hence, be careful at the time of calculation of the validity date of Performance Bank Guarantee.

**10.** The technical bid will be opened initially. Trial runs will be conducted as per informed schedule as part of technical bid. Price bid will be opened for those tenderers who fulfill the evaluation criteria. The tenderer will give **per man per day rates for breakfast, lunch and dinner (all inclusive) for Veg Food**. However, the L-1 will be evaluated on the basis of per man per day rates for veg food only. The award of contract will be based on lowest quotation. The committee may also visit the premises where the tenderer is currently providing services.

**11. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID:** The bidder must attach the copies of following documents along with its bid:

- (1) Income Tax Registration Certificate/PAN Number;
- (2) Firm/Company Registration Certificate;
- (3) Service Tax Registration Certificate/Number, if any;
- (4) EPF and ESI Registration Certificates/Code Numbers;
- (5) TIN Number, if any;
- (6) Other Statutory Registrations/Licenses, if any;
- (7) Bank Solvency Certificate as on 31st March 2017;
- (8) Profit & Loss A/Cs for the last three financial years (from 2013-14 and onwards); audited balance sheet and profit and loss accounts for respective years must be attached;
- (9) Demand Draft of Rs.2,00,000 (Rupees Two Lakh) towards EMD and non-refundable Demand Draft of **Rs. 1,000/- (Rupees one thousand only)** towards tender fee.
- (10) Recommendation letter of current and previous Service recipient.
- (11) Profit & Loss A/Cs for the last three financial years (from 2013-14 and onwards); audited balance sheet and profit and loss accounts for respective years must be attached
- (12) Other documents, if any, as provided elsewhere in the Tender document.

The bidder shall submit the self-attested copies of the above documents (other than the Bank Draft). Any bid not accompanied by any of such documents shall be rejected.

## **Scope of Work**

12. The service provider is expected to provide the following services:-

- (a) Cooking and serving meals, i.e. breakfast, lunch, evening tea and dinner.
- (b) Managing and control of ration stocks and inventories
- (c) Cleaning of utensils, serving items, kitchen and surrounding area upto 100 meters of distance all around.
- (d) Cleaning of cooking, dinning and auxiliary areas
- (e) Security of the equipment, utensils and other items in the Dining
- (f) Maintenance & repairing of the equipment in the kitchen and dining area
- (g) Maintenance of books, ledgers, other records and documents related to running the Dining Service.
- (j) Deployment and supervision of required disciplined man power for the above mentioned tasks.
- (k) Pest Control in Stores and Cold storage on a monthly basis along with its expenses.
- (l) **Apart from already available equipments in the Dining Service, any extra required equipment must be arranged by the vendor and taken back when he completes his services.**

**Note:** Kindly note that operational services shall NOT INCLUDE preparation of menu and any policy matters related to running the Dining Service. All such decision will be the direct responsibility of the relevant executives of the Institute.

## **13. Accounting and Payment**

(a) The bills for a given month will be submitted by the service provider to the office of wardens committee at the beginning of the next month. The office normally clears the bills within 07-10 days after submission of correct and verified bills. The rates for all the items for which the bills are raised must have prior approval of the competent authority.

(b) The rates so fixed are inclusive of all taxes, duties, and levies imposed by the State/Central Government and local bodies.

(c) The aforementioned rates shall be in force for the entire period of contract i.e., one year and shall not be revised under any circumstances. The contract may be extended for two years on yearly basis depending on mutually agreed terms and conditions. The Institute may consider revision of rates on the recommendation of Mess Management Committee (MMC) after completion of one year.

(d) With regards to monthly bills, all efforts shall be made by the institute to make the payment within 10 working days of submission of bills. Notwithstanding the same, the service provider shall make payment to her/his employees by 7<sup>th</sup> day of every month, failing which a penalty of Rs. 1,000/- per day may be imposed by the institute.

### **Notes:**

(i) The Institute shall neither be liable for any damages nor under any obligation to inform the applicants of the grounds for the same.

(ii) Effort on part of agencies or it's agent to exercise influence or to pressurize the Institute for this contract shall result in rejection of the application. Canvassing of any kind is prohibited.

## 14. Sample Menu

### (a) Breakfast (everyday, on average)

Bread/Brown bread	:	4 pieces (big size)
Butter	:	20 g
Jam	:	20 g
Milk	:	300 ml (along with the option of coffee powder / tea bag /bournvita & sugar)
Sugar	:	20 g
Cornflakes	:	Normal
Sprouted Grains	:	100 g (cooked weight; 6 times a week)
Bournvita	:	1-2 tbsp

One item from the following list:

Poha and jalebi, upma, masala dosa, paratha(Plain/Pyaz/Aloo/Methi), idli-sambar, sambar-vada, uttapam, puri-sabji, bread pakoda, chomein/Macroni, Veg. Cutlet, Halwa, paav bhaji, vada paav, sandwich, bread pakoda, Mathi thepla, Daliya, khamman (Chatni and Tomato ketchup - Kissan) wherever applicable).

If someone doesn't take these items, more quantity of bread & butter/jam is permissible.

**Note: For Bread, Butter, Jam and Milk: limit is not on individual basis, it just puts an upper bar on the overall consumption by the whole student community. It does not dictate that an individual student can't pick more quantity of items.**

### (b) Lunch (Normal)

Dal	:	Unlimited
One Seasonal Vegetable	:	Unlimited
Curd/ Raita (Five times a week)	:	Normal
Fruits (Two times a week)	:	Normal
Tandoori/Tawa/Rumali roti /Naan/Poori	:	Unlimited
Basmati Rice	:	Unlimited
Green Salad	:	Normal
Pudina/ Dhania Chutney	:	Normal

### (c) Special Lunch (once a week):

Salad, Special Vegetable (navratan korma, paneer etc.), Basmati rice / Pasta, Kulcha / Stuffed Paratha (Pyaz, Aloo, Onion, Paneer, Gobi, Dal etc.), Raita / Curd.

### (d) Evening Tea : Tea and two cookies (Sweet & Salt).

### (e) Dinner (Regular)

Dal	:	Unlimited
One Seasonal Vegetable	:	Unlimited
Tandoori/Tawa//Naan/Poori	:	Unlimited
Basmati Rice	:	Unlimited
Green Salad	:	Normal
One desert	:	Two piece or one serving (2 times a week excluding special Dinner)
Soup	:	Normal (3 times a week during Nov. to Jan.)
Custard	:	Normal (Once a week other than Nov. to Jan.)
Kheer	:	Normal (Once a week)

### (f) Special Dinner (once a week)

Special Salad, Papad, Fried rice/veg Biryani, one Paneer preparation, Naan / Tandoor Roti, special desert OR Dal Bati with Churma (in consultation with mess committee).

**(g) List of Desserts for Regular Meal As Dinner (any one of the following):**

Fruits, including a blend of apple/mango and banana, gulab jamun, rasgulla, halwa (carrot/suji/dal) or any other item decided in consultation with the mess committee.

**15. Menu Management**

(a) For lunch and dinner a variety must be ensured.

(b) Dal of different varieties must be served on different days and for lunch and dinner. This may include the following: Moong dhuli, Moong sabut, Moong chilke wali, Masur Dhuli, Masur Sabut, Chana dal, Arhar Dal, Arhar Sabut, Kaala chana, Safed chana, Lobia/ Raungi, Rajma, Urad sabut, Soyabean etc. No dal must be served more than twice during a week.

(c) Similarly, the vegetables of different varieties preferably, seasonal vegetables, must be served. The same vegetable must not be served more than twice during a week. The contents of potato in any cooked vegetable must not be more than 25% except when potato vegetable is identified in the menu. If any dal or vegetable is served more than twice on any occasion, the residents will have the right not to pay for that item on that day after the Mess Committee has certified the extra repetition of the item.

(d) The detailed daily meal wise menu specifying the dals and vegetables to be served will be identified in the beginning of each month by the Mess Committee in consultation with the service provider. It will be mandatory for the service provider to serve this menu. In case of any difficulty in the same, Mess Committee must be informed well in time.

(e) The Service provider will also be required to provide Khichri or any other suitable item for sick residents in lieu of the regular meals.

(f) For residents observing fasts, the Service provider will provide the substitute items in lieu of the regular meal if a minimum number of ten residents ask for the substitute meal.

(g) The Service provider will not serve any item whose rates have not been approved by the competent authority in advance.

**QUALITY OF INGREDIENTS AND OTHER ITEMS**

16. The ingredients used must be of reputed brands, some of which have been listed below. Only if the brand mentioned in the first column is unavailable, and the competent IITJ authority is convinced of the fact, can the alternative brand be used (in the order mentioned only):

<b><u>Ingredient</u></b>	<b><u>Primary Brand</u></b>	<b><u>Alternative 1</u></b>	<b><u>Alternative 2</u></b>
Butter	Amul	Britannia	Saras
Jam	Kissan	Tops	Patanjali
Oil	Fortune (Sun flower)	Saffola	Sundrop
Tea	Tata Premium	Brooke Bond	Taj Mahal
Coffee	Nescafe	Bru	Tata
Milk	Amul (Gold)	Saras (Full Cream)	Amul (Shakti)
Tomato Ketchup	Kissan	Maggi	Heinz
Tomato Sauce	Kissan	Maggi	Heinz
Chilly Sauce	Kissan	Maggi	Heinz
Pickles	Nilon	Patanjali	Mothers Recipe
Besan	Rajadhani	Pan	Fortune
Atta/Wheat	Ashirwad (Full Wheat)	Pillsbury	Rajdhani Chakki
Cornflakes	Kellogs	Bagrry's	Patanjali
Salt	Tata	I- Shakti	Surya
Masalas	Everest	MDH	Catch

## Notes

- (i) Only basmati rice should be used (choice of brands to be pre-approved by the competent authority/mess committee).
- (ii) Wheat/Atta must be approved by the competent authority/mess committee.
- (iii) Brand of any other item required or any of the above items, in case of non-availability of the above brands, will be mutually decided by the mess committee with the service provider and approved by the competent authority.

## PROCUREMENT, PREPARATION AND SERVING OF NON VEG FOOD: IITJ STUDENTS DINING SERVICE

**17. (a) General** Non Veg service shall be a separate composite service counter and Cooking station. However, the non veg counter shall have apart from non veg menu items even veg items too so that non vegetarian members do not have to go to vegetarian counter. It shall be a composite service system rather than commodity.

**(b) Supply/Purchase Service** Non Veg (Meat Products) shall be purchased from reliable, hygienic, authorised supply source only. The Vendor shall purchase the meat products from the source having inspection facility by authorised Veterinary Officer to ensure that same was not from a sick animal slaughtered for the purpose.

**(c) Slaughtering Methodology** The Vendor shall procure meat product as per Institute requirement keeping in-view the number of persons requiring **Jhatka** and **Halal** meat. This is applicable to poultry products too.

**(d) Medical Examination** Meat supplied be got medically examined from authorised veterinary Officer and be stamped accordingly certifying that the same is **fit for consumption**.

**(e) Transportation** Fresh meat must be stored in a fly proofed wire meshed cage under cold surroundings to avoid decaying.

**(f) Storage in Kitchen** A separate meat room be created with proper ventilation/aeration and extremely cold and fly proofed climatic conditions. A deep freezer must be procured by the vendor for this purpose.

**(g) Chopping** Fiber glass meat Chopper should always readily available with sharp Dah for this purpose. Regular washing and salt treatment be carried-out without fail.

**(h) Service** Composite service system can be followed rather than commodity system. The successful tenderers will have to deploy adequate number of chefs/cooks, waiters and helpers separately for non-veg service. None of the employ, utensils will be mixed with the veg Dining Service.

**(i) Cooking** Separate cooking must be organised with an additional set of kitchen ware/utensils and crockery/cutlery and not to be mixed with Veg Dining Service.

**(j) Cleaning of Utensils** Be organised separately and not to be mixed with Veg Dining Service.

**(k) Rates/Quotations** Vendor is requested to quote rate of non Veg products in the relevant Appendix as per the tender document. Following may be considered:-

(i) Egg Preparation (Omelet/Bhujia/Single fry/Double fry)

(ii) **Meat Preparation** Mutton Masala, Mutton Curry, Lalmans.

(iii) **Poultry Product** Chicken Masala, Chicken Curry, Butter Chicken, Chilly Chicken etc.



(l) **Menu Management** Non Veg menu will be served on **two days (only dinner)** whereas on same day for veg menu equivalent Special dish will be served. (in consultation with mess committee)

### **Dining Service Timings**

18. The following Dining Service timings will be followed:

<u>Breakfast</u>	: 06.30 am to 10.00 am on weekdays (Mon to Fri)
	: 07.15 am to 10.30 am on Sat, Sun and Institute Holidays
<u>Lunch</u>	: 12.00 pm to 03.00 pm on all days
<u>Dinner</u>	: 07.30 pm to 10.00 pm (summers from 16 March to 15 Oct.)
	: 07:00 pm to 10:00 pm (winters from 16 Oct. to 15 March)

#### **Notes:**

- (a) The timing stated above is subject to change by the order of Competent Authority.
- (b) Institute will provide available utensils for cooking as well as serving food, including plates, tumblers, spoons etc. Any extra utensils and other items have to be purchased by the Vendor.
- (c) Power supply and Water supply charges shall be paid by the vendor and **kitchen equipment** (e.g. Microwave oven, Toaster, Grinder, and Juicer etc.) must be purchased by the service provider.
- (d) Institute will provide all furniture for dining space of the Dining Service.
- (e) The service provider must use cooking gas at his/her own expense. It must be ensured that the cylinder only commercial and not domestic cylinder is used in the Dining Service.
- (f) All equipment brought by the service provider into hostel premises must be registered with caretaker.
- (g) Service provider will be responsible for cleaning of the kitchen and dining area, including wash basins, dustbins, water coolers, desert air coolers, furniture and fixtures for maintaining proper hygiene. Surrounding outside areas up to 100 mtr. Distance to be always kept neat & cleaned.
- (h) Service provider will also provide soap cake/liquid soap for the wash basins in catering area.
- (i) Service provider has to ensure the cleaning of dining tables during the Dining hours and water should be provided at dining tables regularly.
- (i) The service provider shall replace inventory items, equipment, furniture and fixtures provided by the institute in case of loss, theft or damage, to the satisfaction of the Mess Committee.
- (j) **Use of polythene and colours in food items:** Service provider will submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency. In all the foods and beverages or preparations no chemicals or colours be used which are harmful to public health.
- (k) No child labour shall be employed for servicing as per law.
- (l) All conditions related to labour law should be maintained by the service provider.
- (m) The Service Provider shall dispose all waste generated within the Dining area, including its segregation, transportation, storage, treatment and destruction. The Service Provider shall arrange to maintain the premises in clean, neat and hygienic conditions, as per the instructions and guidance of Authorized Representative of the Institute.

## **19. Mess Management Committee**

- (a) Before awarding the Work Order Mess Management Committee (MMC) can visit any running site of the Vendor. Tender would be awarded only after entire satisfaction and detailed feedback.
- (b) Initially the Work Order will be given for one year subject to satisfactory performance. The Mess Management Committee will judge the performance of the establishment after completion of each year. After reviewing the performance, the Work Order may be considered for renewal on yearly basis.
- (c) By agreeing to provide the service to the Institute, the successful Vendor must be ready for the whole period of agreement as per terms and conditions stated in tender document. An agreement shall be signed between both parties, i.e. Institute and successful Vendor, on stamp paper.
- (d) The licensee must provide the service throughout the year without closing the Dining Service on any day unless ordered by the competent authority. However, the number of students who use the Dining facility may vary during vacation periods declared by the Institute.
- (e) If at any stage the involvement of the service provider in any uncalled-for activity is found, inside or outside the Institute premises, which may bring disrepute to the Institute, the Vendor is liable to be terminated by the competent authority by giving one month's notice. In case the service provider wants to terminate the contract, he/ she shall have to give a minimum of **three months prior notice**. If service provider discontinues services in between three months' notice period the firm will be black listed by the institute.
- (f) Damages and loss of the equipment or crockery/ cutlery supplied by the Institute, violation of quality parameters, failure in providing sufficient quantity, poor hygiene and failure in keeping time schedule, indisciplined food handlers may invite penalty decided by the competent authority.
- (g) IITJ has the right to take samples and check the same for quality at recognized laboratories/institutions.
- (h) The store and kitchen can be inspected by competent authority as decided by the institute so as to ensure that only the brands allowed for various articles are being used. In case of violation, the institute reserves the right to impose a penalty. Which will be not less than Rs 2,000/-. Hygiene and cleanliness is most important aspect.
- (i) Quality of services, hygiene and preparation should be maintained as per norms and to the entire satisfaction of the competent authority as decided by the institute.
- (j) Dining Service Vendor would be responsible for repair & maintenance of utensils damaged while functioning the Dining Service.
- (k) **Hygiene**: The service provider shall ensure hygiene of his/her employees, failure to do so shall attract penalty. Food handlers must be medically examined biannually, police verified, disciplined, non-addiction and trained for duties assigned.

### **Specifications:**

- (i) Proper uniform including apron, gloves and head gear.
  - (ii) Short hair, clean shaven.
  - (iii) Regularly cut nails.
  - (iv) Separate shoes for use in the kitchen.
  - (v) Non addictive, non-smoker, non-drinker.
- (l) IIT Jodhpur reserves the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.

**20. Penalty Imposition.** Penalty can be imposed by the institute after giving one warning to the service provider to explain his part irrespective of the following :-

- (a) Quality of food
- (b) Hygiene
- (c) Turnout of employees
- (d) Services

**Minimum penalty will be Rs.2000/- per day.**

**21.** Following aspects be strictly adhered to:-

- (a) The Licensee/ his servant(s)/ his nominee will not be permitted to stay overnight in the hostel premises.
- (b) The premises of the Dining Service 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.
- (c) The licensee will not be permitted to franchise the hostel Dining Service for any other commercial activity outside the scope of student hostel.
- (d) No person with any offensive police record shall be employed to work in the Dining Service.
- (e) Safety measures are to be provided by the service provider for himself/themselves.
- (f) The Institute shall be entitled to search the service provider, her/his employee, and/or their vehicles inside its premises of the Institute, and while entering or leaving the premises.
- (g) Any change like timing of operation, rate of items and any additional item to be included in the Dining Service will require the permission of the Wardens Committee.
- (h) The Service provider will ensure and comply with the provisions of various municipal and other rules/ regulations/ laws of the Government in respect of wages and other benefits to his employees.
- (i) The Institute shall not be a party in case any dispute takes place between service provider and his employees.
- (j) Electric heaters / ovens / fryers / cooktops will not be permitted in the Dining Service.
- (k) Dispute, if any, shall be subject to the jurisdiction of Jodhpur Courts only.
- (l) The successful tenderers will have to deploy adequate number of chefs/cooks, waiters and helpers to ensure quality service. It is mandatory to have at least 1 helper per 25 residents and 4 cooks for first 200 residents and 1 cook per 100 residents beyond that 2 supervisors must be present in each shift. One of the supervisors should be entrusted the duty of quality control and hygiene. Inadequate quality of service on any account will attract minimum penalty of Rs 2,000/- two thousand rupees per day.

### **Specific Terms and Conditions**

**22. Mode of Operation:**

- (a) The service provider would provide breakfast, lunch and dinner. Each meal will have certain items mandatory for the service provider to provision as a part of basic menu. Besides these, certain other items will be available on extra payment. The mandatory items are listed in detailed menu attached herewith.

- (b) The specific Vegetables and Dals to be served for each Meal will be decided by the mess committee in consultation with the service provider at the beginning of each week. Also, the mess committee and service provider will jointly identify the extra items, which can be made available on each day of a week.
- (c) If a resident has not signed up for a given meal, he can take the meal on payment basis, if so desired.
- (d) Rebate may be allowed to students if they do not use Dining facility at least for 3 days consecutively at a stretch. In such cases, the concerned student must inform the Dining supervisor through hostel caretaker at least one day in advance in writing.
- (e) The chefs/cooks should be qualified and trained with minimum experience of **10 years** at some renowned hotel/restaurant/institution.
- (f) Two Supervisors will always be present during breakfast, lunch and dinner. It is desirable that the same supervisor continues at least for one semester. In case of any change, the warden concerned should be informed well in advance.
- (g) Service provider needs to provide breakfast, lunch, dinner to Institute guests as and when required and Institute will settle the bills.
- (h) For each of the meals or extra items, it will be mandatory for the service provider to serve the items of a fixed weight/size at price decided prior and approved by the competent authority.
- (i) All items will be cooked in the hostel kitchen. No cooked item, except some snacks identified beforehand, will be brought from outside.
- (j) On special occasions, the menu will be identified by the mess committee and the rates for the same will be approved by the Wardens Committee well before the actual event. Payment for special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal. Meals during such occasions should not fall short/deficit. If that happens it shall invite heavy penalty.

### **23. Guidelines for Employees:**

- (a) The service provider will have to register (police verification) all his employees who will be working in the hostel premises along with a copy of their photographs, residential details for clearance by the IIT Security.
- (b) The service provider will have to ensure that the employees are in clean and proper uniform and maintain personal hygiene and maintain discipline in the campus. Aprons, gloves, head caps and different shoes for kitchen as a part of the uniform are mandatory. Nails and hair of the workers should be trimmed and this can be randomly checked by the competent authority. If this is not satisfied, penalty can be imposed.
- (c) The service provider should provide a minimum of two pairs of uniform to the workers and ensure that workers report for duty in clean uniforms.
- (d) A medical examination shall be conducted at least once in a semester to ensure that the employees are free from any communicable disease. It may be done either at the Institute health center or at a lab specified by the Institute.
- (e) No person below 18 years of age should be employed by the Service provider.
- (f) The Service provider is responsible to obey and act in accordance with the labour laws. The institute shall not be responsible for any disputes / court cases/ reconciliation processes etc. arising out of the failure to do the same.

**Note:** No employee is permitted to stay overnight in the campus, unless approved by competent authority.

## **24. Preparation of Envelopes**

(a) Three envelopes shall be prepared as under:

- (i) **Envelope `X`** - Shall contain Technical bids (Appendix A, B and both drafts) superscribed as **`Technical bids`**.
- (ii) **Envelope `Y`** - Shall contain financial bids (Appendix C) superscribed as **`Financial bid`**.
- (iii) **Envelope `Z`** - Shall contain both Envelopes X & Y with superscription as **“Technical and Financial bids”**.

## **PENALTIES FOR VIOLATION OR RULES, TERMS AND CONDITIONS**

25. Monetary Penalty shall be imposed on the caterer proposed by the MMC duly forwarded by the mess coordinator and approved by the Chairman Wardens Committee in case of the following incidents:-

- (a) Food poisoning and adulteration shall invoke a heavy fine, along with contract cancellation and possible blacklisting of the caterer.
- (b) If food for any meal gets over within timings of Dining and waiting time is more than 15 minutes.
- (c) Inappropriate Quality and hygiene of the food.
- (d) Food cooked along with Insects, soft objects like hair, rope, plastic, cloth etc. Hard and/or sharp objects like glass pieces, nails, hard plastic, grit / stones / pebbles etc.
- (e) Change in the menu and use of brands not mentioned in the contract.
- (f) Failure to maintain a proper health checkup of the workers and Inappropriate personal hygiene of workers.
- (g) Non-availability of complaint register on the counter.

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 heavy fine as cash and/or summary termination of the Contract.

**The request to impose a fine will be proposed by the MMC duly forwarded by the mess coordinator and approved by the Chairman Wardens Committee.**

26. **DISCIPLINE AND CONDUCT:** The following are the Terms & Conditions related to the Discipline & Conduct:

- (a) The Service Provider herself/himself and her/his employees shall adhere to the basic norms and code of conduct applicable to employees of the Institute, and maintain discipline and decorum and follow the instructions, directions, etc., of their superiors, Authorities of the Institute and security personnel,
- (b) The Institute shall be entitled to search the Service Provider, her/his employees, her/his agents and/or their vehicles inside its premises of the Institute, and while entering or leaving the premises,
- (c) The Service Provider herself/himself and her/his employees shall not smoke or consume alcohol or drugs on the campus, or shall not come to work after consuming the same outside the Institute. Violation of this rule by the Service Provider or her/his employees shall render them liable for prosecution as per prevalent national and state laws; they shall be automatically disqualified from being deployed on the work at the Institute,
- (d) The Service Provider shall be bound to remove or withdraw such of its employees, who are deployed at the Dining Service from the work/duty, and restrain them from entering the premises of the mess of the Institute, as per guidance of the Authorised Representative of the Institute, who are:
  - (a) Guilty of any misconduct,
  - (b) Found to be incompetent or insufficiently competent,

(c) Negligent in performance of their duties,

(d) Indulge in theft or any illegal, irregular activity, etc., or

(e) Not desirable to continue rendering the duties at the mess or to be deployed in any of the work, for other administrative & reasons as established by the Authorised Representative of the Institute and duly approved by the Competent Authority of the Institute,

- (e) Any person, so removed from the work, shall not be redeployed ever in the Dining Service, and shall immediately be replaced (at the expense of the Service Provider) by a competent substitute,
- (f) The Institute shall all times reserve the right to allow or deny entry to any of the employees of the Service Provider into the premises of the Institute,
- (g) The Service Provider shall be responsible for proper behavior at the work of all of her/his employees, and shall exercise a due degree of control over them
- (h) The Service Provider shall be bound to prevent and prohibit any employee from trespassing or acting in any way, which may be detrimental or prejudicial to the interests of the campus community and/or Institute; and
- (i) The Service Provider under the guidance of the Mess Coordinator, shall at her/his own cost issue Identity Cards to its all its employees deputed for rendering the said services at the Mess, and which the employees shall produced whenever asked for by the Institute authorities and Security Personnel.

**27. Force Majeure:** Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

**28. Arbitration and Laws:** In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to the Chairman Wardens Committee who will be sole Arbitrator in this case The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur only. The resolution of the Arbitrator shall be final and binding on both the parties.

**29. Jurisdiction:** The courts at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jodhpur court shall have jurisdiction in the matter.

**TECHNICAL BID**

**28.** The Tenderers will submit and be in possession of following valid documents as part of technical bids in Envelope `X`: -

- (a) Food License issued by CMHO.
- (b) Trade License issued by Nagar Nigam.
- (c) Shop license issued by Taxation Department.
- (d) Owner's Tin No & PAN No.
- (e) Company's Organizational Structure.
- (f) P & L, Balance Sheet audited last 3 years
- (g) **Earnest Money Deposit (EMD)**: The tenderer shall deposit two demand drafts (DDs). The first regarding Earnest Money Deposit of **Rs. 2,00,000/-** (Rupees Two lakhs only) and another separate demand draft of **Rs. 1,000/-** (Rupees one thousand only) towards nonrefundable tender fee in favour of "Director, IIT Jodhpur" payable at Jodhpur.



**COMPANY'S ORGANIZATIONAL STRUCTURE**

**Name of Company:** \_\_\_\_\_

<b>1.</b>	Name and Address of Applicant		
<b>2.</b>	Telephone No, Mobile No and E-mail address		
<b>3.</b>	Legal status (Attach copies of original document defining the legal status)		
	(a)	An Individual	
	(b)	A Proprietary Firm	
	(c)	A company or corporation	
<b>4.</b>	(a)	Registration Number	
	(b)	Organization/ Place of Registration	
<b>5.</b>	Name and title of Owner and contact numbers who will be directly concerned with this work.		
<b>6.</b>	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give reasons and outcome.		
<b>7.</b>	Any other information considered necessary but not included above.		
<b>8.</b>	States where Dining services provided and Registration obtained		
<b>9.</b>	ESI Registration No.		
<b>10.</b>	EPF Registration No.		

**PROFORMA OF COMMERCIAL BID**

**The Director  
Indian Institute of Technology, Jodhpur  
Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan**

**Sub:** Veg & Non Dining Service at IIT Jodhpur

Name of the party: \_\_\_\_\_

Our quotation for the veg Dining Service is: Rs. \_\_\_\_\_  
(in words \_\_\_\_\_) per day per student. The above quotation includes all applicable taxes as detailed below:

Description	Veg			Total
	Breakfast	Lunch	Dinner	
Catering charges per day per head				
Taxes (if any)				
Total				

We have read and agree to

- (a) Terms and conditions of Dining Service Catering contract
- (b) Rules pertaining to the daily functioning of the Dining Service
- (c) Penalties for violation or rules, terms and conditions

\_\_\_\_\_  
Signature of the Proprietor(s)/Partner(s) or Authorized

**Declaration Regarding Blacklisting / Debarring For Taking Part in Tender.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

**(Or)**

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years wef \_\_\_\_\_ to

\_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender / contract will be rejected / cancelled by Director, IIT Jodhpur and EMD / performance security shall be forfeited.

In addition to the above, Director, IIT Jodhpur, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

**Attested:**

(Public Notary / Executive Magistrate)

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

The Director  
Indian Institute of Technology Jodhpur,  
Jodhpur (India) 342011.

WHEREAS..... (Name and address of the Supplier) (hereinafter called “the Supplier”) has undertaken, in pursuance of contract no..... dated ..... (hereinafter called “the contract”) to supply .....

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled nationalized bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of .....(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of(amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the ..... day of ....., 20.....

.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**Seal & Signature of the authorized signatory of the agency**