

TENDER FOR PROVIDING
CATERING SERVICES AT HOSTEL MESS IIT GOA



NIT: IITGOA/C&EMD/2020/023

DATE: 06th November 2020

**INDIAN INSTITUTE OF TECHNOLOGY – GOA
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Notice Inviting Tender (NIT)

1	Date of Tender Publishing on website & CPP Portal	06.11.2020 at 1700hrs
2	Pre-bid meeting	13.11.2020 at 1100hrs
3	Date of publishing pre-bid queries (to be uploaded on the website)	16.11.2020 at 1100hrs
4	Last Date and Time for Submission of Tender	27.11.2020 till 1700 hrs,
5	Opening of Technical Bid	30.11.2020 at 1100 hrs,
6	Address for submission of bid documents	The Estate Officer, IIT Goa At GEC Campus, Farmagudi Ponda, Goa – 403401
7	Venue for opening of Technical Bid	Same as above
8	Duration of Contract	Initially 01 year from the date of issue of work-order (Subject to further extension on mutually agreed terms & conditions)
9	Tender Fee	₹ 500 /-Only
10	EMD	₹ 4,00,000 /-Only
11	Estimated Tender Value	₹ 2.0 Crore per annum.
12	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bid will be notified only to the bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bid is highly preferable.

**Detailed tender notice can be downloaded from the website of the Institute at:
<https://www.iitgoa.ac.in/announce.php?type=tenders>**

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Goa without any obligation or liability whatsoever.

Note: The MSMEs are exempted for payment to Earnest Money Deposit (EMD) and tender fee subject to furnishing of relevant documents for exemption as per privilege rules of Government of India.

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. Technical Bids along-with Earnest Money Deposit and Tender Fee (in form of DD/Term Deposit etc in favour of 'Indian Institute of Technology Goa' payable @ Goa & supporting documents & Price bids in hard copy shall be received as per NIT in **separate sealed envelopes**.

1. All the pages of this tender document (**except commercial bid format**) along with necessary supporting documents as applicable will form the technical bid. These pages should be duly filled and should be sealed in the envelope super scribing '**Technical Bid for Providing Catering Services at Hostel Mess of IIT Goa**'. Each page of the bid document shall be stamped and signed by the bidder.

2. **The Price Bid/Schedule** should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing '**Price Bid for Providing Catering Services at Hostel Mess of IIT GOA**'.

3. The technical bids shall be opened as per schedule placed at NIT. The vendors who are short listed after qualifying technical bid will be intimated the date of opening of price bids subsequently through proper means. IIT Goa reserves the right to reject any or all the tenders/bids without assigning any reason thereof.

4. The tender **for providing Catering Services at Hostel Mess of IIT GOA** shall initially be awarded for a period of one year from date of award of contract. However, the contract may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing of satisfactory services of the firm to IIT Goa. It may also be noted that terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.

5. For any query/Clarification please contact IIT Goa during working hrs and days on estate@iitgoa.ac.in. Bidders are requested to seek all clarifications through mail at the said id within the stipulated timeframe only (i.e up to pre-bid meeting scheduled as per NIT above). Please note that no query / input from bidders will be addressed from the point of view of modification in IIT Goa requirement after the pre-bid is over.

6. **Interested bidders are invited to participate in online pre-bid meeting as scheduled.** In case the pre-bid meeting is not held on the date mentioned due to unavoidable reasons, it will be held on the very next day. Please send your request to participate on e-mail estate@iitgoa.ac.in. All inputs / queries will be submitted in writing before 1000 hours on 13th November 2020. The consolidated replies of all the queries raised will be published on IIT GOA website. The agenda of the pre-bid meeting is as follows:

- (a) Elaboration of terms and conditions and procedure of selection.
- (b) Response to the queries.

7. The detail of information to be provided along-with bid, sample menu, tentative penalties, permissible consumables and other instructions are appended at **Annexure A to G** to this document.

SCOPE OF WORK

The details of the **Catering Services at Hostel Mess of IIT GOA** to be provided is as mentioned below: -

1. **General Overview of the service: -**

IIT GOA currently operates from GEC Campus, Farmagudi Ponda, Goa. In order to cater the Messing requirement of the inmates of the campus, one Mess is being operated at the campus at present. This tender document provides for requirement of **Catering Services at Hostel Mess of IIT GOA** to the entire satisfaction of the Institute authorities which shall include the following: -

(a) Provisioning, cooking, serving and carrying out all allied services towards providing tasty, healthy and hygienic meals to the Messmates as per a pre-decided menu approved by the Mess committee/hall office of IIT Goa. A sample menu is given in succeeding paragraphs of this document. Also, for evaluation of commercial bids, IIT Goa will ascertain a minimum reasonable cost (MRC) of providing catering service on a per head per day basis after evaluating the factor costs (i.e. costs on logistics, labour accommodation, raw materials, menu, documentation, statutory payments, payments on other contractual obligations etc.) involved in providing the service required at the Mess using its own means. The cost thus finalized by IIT Goa shall be only disclosed at the time of commercial evaluation. It must be noted that any prospective bidder quoting more than 5% (of MRC) below this cost (i.e. minimum reasonable cost) will be rejected as unreasonable quote. (e.g suppose if MRC is Rs 100/-, Bids acceptable will be Rs 95/- or more. Bids not acceptable will be Rs 94.99/- or less).

(b) The **timings of the meals** are strictly to be followed. Any deviation hampers smooth functioning of institute program and engagements. Therefore, violations in this regard will attract stern action against caterer including financial penalty as mentioned in this document (**Refer Annexure F**). The Institute reserves the right to make any changes in said timings at any point of time after award of the contract. Caterer has to cater to following schedule: -

<u>Meal</u>	<u>Weekdays timings</u>	<u>Weekend timings</u>
Breakfast	0700 hrs to 0900 hrs	0730 hrs to 0930 hrs
Lunch	1200 hrs to 1415 hrs	1200 hrs to 1415 hrs
Tiffin	1630 hrs to 1745 hrs	1630 hrs to 1745 hrs
Dinner	2000 hrs to 2145 hrs	2000 hrs to 2145 hrs

(c) The **approximate strength** of Mess members during regular semester (January to April and mid-July to November) is approximately 500. The numbers during summer and winter vacations Messing is around 100. This may vary based on number of summer/winter courses offered.

(d)The caterer will maintain a record of personnel being served on a daily basis with proper authentication for the purpose of accounting and billing. A **minimum assured attendance** amounting to 75 % of the total number of inmates of the Mess will be supported by the Institute. Any payment beyond this shall be claimed by the caterer by furnishing said record of attendance. Attendance will be taken as an average of strength of users at lunch and dinner. However, payment for the services during summer and winter breaks will be made on actual and no assured attendance will be supported by the Institute for this period. No price hike will be provided to Caterer for any reason during the entire duration of the Contract.

(e)**Engagement of required staff** shall be done by the caterer in consultation of the institute authorities for their suitability. It is essential for the staff to be of legal age, suitably trained, and experienced to be deployed. It will be mandatory for the caterer to have 1 helper per 15 residents and 1 cook per 60

residents. One skilled Mess manager (**Should be Diploma in related field with an experience of at least 3 years of supervision of Mess/ catering in an organization comparable to IIT Goa in terms of area and size / at least a three-star hotel**) will be deputed by the caterer in consultation with Institute authorities who shall necessarily be present in each shift for supervision and overall management of operations.

(f) The caterer will make all necessary arrangements for **neat, clean and organizational outlook** of all its workers befitting stature of IIT Goa in consultation with institute authorities. The workers will always maintain Post-COVID19 personal hygiene and a clean appearance including use of clean hand gloves, masks, headgear and necessary accessories while working. Caterer should make all necessary arrangements towards this effect. In order to bring uniformity amongst the service boys in the dining hall, Mess service provider shall arrange to provide them with a pair of Shirt/T-shirt, which should be common for his/her entire team.

(g) The caterer shall, at their cost, maintain **complete readiness** in terms of stock of all dry, fresh rations, condiments and other necessary items for running the Mess including manpower in case of a bund, strike or other exigencies.

(h) The Mess is strictly for IIT Goa campus inmates and authorized personnel. Institute reserves its discretion in availing its services. **Caterer will not divert the services** of Mess to any unauthorized personnel or use his discretion in this regard whatsoever.

(i) To cater to a heterogeneous clientele, the caterer shall ensure **separate preparation** and serving of vegetarian including Jain meals and non-vegetarian meals. In order to cater to any specific meal requirement arising during the contract period the caterer will cater to the specific requirement within the quoted rates.

(j) This document provides for a **monthly meeting** between the caterer (or a representative authorized to take policy & financial decisions on behalf of the caterer) and Institute authorities as a mandatory term, violation of this clause shall attract suitable penalty as per the list annexed to this document (**Refer Annexure F**).

(k) The caterer shall carryout **regular medical check-up** (as directed by the institute authorities) for all manpower deployed at Institute at own cost, so as to ensure medical fitness of all such manpower while at Mess operations.

(l) The caterer will make all necessary arrangements for **accommodating and transporting all manpower** deployed by him so as to ensure timely operation of Mess in order to timely serve meals. Institute will have no obligation in this regard whatsoever. Only essential manpower for breakfast preparation may be allowed to stay during night time in the hostel premises with approval of the hall office.

(m) The caterer will ensure **upkeep of all the equipment, infrastructure** (as the case may be) provided to him by the institute. All such maintenance of Institute property / equipment will be carried out by the caterer on his own cost.

(n) The caterer will ensure absolute **hygiene and cleanliness** including quarterly pest control and debugging of the Mess compound and surroundings with proper waste disposal in harmony with institute systems. Any issue attributable to the caterer in said areas will be sorted by the caterer or will be handled by the Institute out of his cost.

(o)The caterer will be solely responsible for the general **discipline and conduct of his staff** at the Institute at all the time. It may be noted that only verified individuals through mandatory Police verification on submission of such document will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation financial penalty will be levied on the caterer as deemed fit by the Institute.

(p)The caterer must provide food arrangements for special event like conference/meetings/workshops/talks etc. as requested by the institute. The rate & menu are to be finalized by the Mess committee, concerned organizer and caterer.

(q)The caterer has to comply with institutes Mess rebate policy as and when implemented.

2. Legal Terms: -

(a)The Contract Agreement would be initially for a period of one year and subsequently, may be renewed for additional period subject to satisfactory performance.

(b)The caterer will be required to provide a refundable interest free Bank Guarantee of ₹ (10% of the contracted value of service) at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank, and will be held against in default in performance and violations of terms and conditions.

(c) The caterer has to pay **license fee of ₹ 1000/- per month** for the first year and at such rate as may be fixed by the Institute for the subsequent years

(d) The caterer will pay ₹ **7000/- towards water and electricity charges** every month. Wastage of water and electricity must be avoided.

(e)Caterer must submit all necessary statutory documents, as following: -

(i) In the event of award of the contract, the caterer should obtain a Labour License and complete all required formalities as enacted by Govt. of India.

(ii) The caterer should adhere to all the labour laws of the land, which include the provisions of the Wages Code 2019; The Occupational, Health and Safety Conditions Code 2020; Social Security Code 2020; Industrial Relation Code 2020 (where applicable). The caterers should also provide experience letters of the employees, issue ID cards, arrange Gate Pass and other such documents which are applicable. Penalty may be enforced on the caterer for not following the guidelines and complaint be registered with higher authorities.

(iii) The caterer should ensure that the payment is made to the labourers as per Wages Code 2019 to the satisfaction of IIT Goa. The payment is to be made into the bank accounts of the employee's latest by 7th of every month and the statement of the accounts is to be deposited with the hall managers every month / every week. EPF and ESI facilities must be provided to the workers and proof of doing so must be submitted to the hostel on a monthly basis.

(iv) The Caterer shall not employ child labour. Violation will attract legal action as per extant regulation on the subject.

3. Infrastructural and equipment related terms: -

(a)Major civil and electrical works will be attended by IIT Goa. Maintenance jobs such as repair of all Mess equipment and running expenses are the responsibility of the caterer. A high uptime and sound

upkeep of IIT Goa Mess equipment is essential. Any deviation in menu due to want of repair of equipment attracts penalty (**Refer Annexure F**)

(b)The caterer shall attend a monthly meeting of the Mess committee, failing which a penalty will be imposed (**Refer Annexure F**). The meeting shall be attended by the caterer himself or a senior representative who is authorized to take policy decisions on behalf of the caterer.

(c)The caterer has to arrange all cooking needs and serving utensils including plates, glasses, cups spoons, forks etc. The serving utensils will be vetted by the IIT Goa authorities for their quality and fitness before use, therefore the provision may be made in consultation of IIT authorities. Upkeep of all items provided by IIT Goa will be the sole responsibility of the caterer.

(d)The caterer will have to make provision of permissible commercial cooking gas cylinders for cooking purposes.

(e)Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the caterer. Any damage to the Institute Infrastructure by the caterer team or caused due to their negligence will be repaired or replaced at caterers' cost and shall attract penalty (**Refer Annexure F**).

4. Terms related to Cleanliness and Hygiene: -

(a)Cleaning and Housekeeping of kitchen and dining area will be the sole responsibility of the caterer. Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture and fitments is also responsibility of the caterer. The highest possible standards of hygiene are expected. Violations attract financial penalty as laid out in this document.

(b)Caterer shall make necessary provision of sufficient Liquid soap for hand wash, clean towels, along with other measures as advised by the Institute Authorities.

(c)Mess workers should be provided the necessary training in consultation with Institute authorities so as to maintain the highest possible standard of hygiene.

(d)IIT Goa reserves the right to check cleanliness including pest control, fumigation, upkeep of premises, quality of rations and other deliverables at any time without prior notice.

(e)IIT Goa is a total tobacco/alcohol free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco products such as bidi, cigarette, chewing tobacco in any form, gutkha, masala, pan, Alcohol/ banned substances etc. Violation will attract penalty.

5. Daily functioning of the Mess: -

(a)Sample menu is placed at **Annexure 'D'**. The menu is for representational purpose and is subject to change within reasonable limits. Menu decided by the Institute will be strictly followed. Menu will normally be formalized for one month.

(b)The caterer will ensure complete chain of activities so as to provide healthy and tasty meals absolutely on time to inmates on all days. In the process, it is expected that the caterer will ensure highest standards of health, service, aesthetics, layout, professionalism, hygiene and cleanliness to the utmost satisfaction of Institute authorities. In order to achieve highest level of services the caterer will upgrade the skill of deployed workforce through periodic trainings and updation. The caterer shall make provision for paid extra items in addition to the regular menu. The representational list of items

required to be made available with specific meal is placed at **Annexure ‘E’**. The final list of extra items along with mutually agreed rates will be finalised for each week in consultation with the caterer and Mess committee of the Mess. The caterer will run the service through registration of willing students.

6. **Minimum Eligibility Criteria**

IIT Goa has set up minimum eligibility criteria (**11 no. to be read with notes**) for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

<u>Sl.No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>
1	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/2013, the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
2	The bidder should be in catering business for not less than five years before 31.10.2020. Bids of firms which are not in existence / catering business for 5 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
3	Bidder should have a minimum average turnover of ₹1.5 crore each in last three years <u>exclusively from providing catering services</u> . For this purpose, last financial year would be considered as the one ended on 31.10.2020 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
4	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2019-20, 2018-19 & 2017-18)	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
5	The bidder is required to submit central license of his firm for running canteen / Mess obtained under FSSAI act 2006 along-with his technical bid.	Central license for running Mess (as per FSSAI act 2006)
6	Bidder should deploy FoSTAC certified Food Safety Supervisors as per FSSAI recommendation.	CV and Details of the food safety Supervisors, FoSTAC certificate should be attached along with the bid.
7	Bidder should be registered with Income Tax and Goods & Service Tax departments or Registered himself in Goa on award of contract.	(a) Attested copy of PAN/GIR Card (b) Attested copy of Goods & Service Tax registration certificate in respect of Providing catering Services
8	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	(a) Attested copy of the Employee Provident Fund registration letter / certificate. (b) Attested copy of the Employee State Insurance registration letter / certificate.

9	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format Annexure-‘B’
10	The bidder should have a registered Office for catering at Goa or should open a registered office at the time of award of contract.	Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI). Or in case the bidders are presently not having office at above mentioned locations then they should provide an undertaking to open a registered office within 30 days of award of contract. Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI) be provided within the stipulated time.
11	<p>Bidder should have provided annual catering services to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Central & State Educational Institutes of repute with hostel inmate capacity being at least 250 per client.</p> <p>In addition, the bidder must have carried out following catering assignment of minimum indicated value: -</p> <p>(a) Three completed annual catering services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost or</p> <p>(b) Two completed annual catering services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost; or</p> <p>(c) One completed annual catering services costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.</p>	<p>Certified Work/ Supply Orders /Agreements for award of catering service in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Central & State Educational Institutes of repute. The caterer will have to furnish contact numbers of authorities from concerned organization for verification of successful / satisfactory completion of such catering work. A satisfactory completion report is to be attached with technical bid.</p>

Note: -

- a. It may also be noted that IIT Goa is presently operating one Mess at Hostel Campus with approx. strength of 500 students.**
- b. Any firm/bidder not fulfilling any of the above-mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.**

7. **Evaluation Criteria: -**

- (a) Technical bids will be opened first and evaluated based on the documentary and evaluation criteria including minimum eligibility criteria stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be returned to the bidders.
- (b) As provided in the price bid format, the bidders will have to quote the price and the L-1 firm shall be decided on the basis of the lowest rate offered among the qualified bidders.
- (c) The Price Bid is to be quoted after considering **Minimum Wages for Area 'B', as prescribed by Central Ministry of Labour & Employment, Govt. of India**, as applicable on the date of issue of this Tender. ESI, PF & other statutory requirements should not be less than the statutory provisions/Act by the Central Government.
- (d) No ambiguity should be there in the quoted price and the rate must be as per the price bid format. **Conditional offer or the proposal not furnished in the format attached at Annexure 'C' shall be considered non-responsive and is liable to be rejected.**
- (e) In case, more than one bidder is identified as L1, the bidder offering higher discount on quoted rate (must be in units and not in fraction of Rs) will be adjudged as L1 firm. The decision of Competent authority of IIT Goa will be final and binding.

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Goa and acquaint themselves with the nature and quantum of work involved before submitting the bids.
2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security on the part of the caterer (employer) will be as under:
 - (a) Minimum Daily Wages: Minimum Wages +VDA are to be paid as prescribed/notified by Central Labour Commissioner (Central).
 - (b) Social Security: The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The caterer can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the caterer himself. Caterer will submit necessary proof for claiming contributions against EPF & ESIC along with bills.
 - (c) The minimum liability of payment on the part of the caterer to the workmen or to their respective accounts will be the total of:
 - (i) Minimum daily wages.
 - (ii) Variable DA on daily wages.
 - (iii) EPF
 - (iv) ESI
 - (v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.
 - (d) Statutory deductions shall be made from the amount payable to the caterer. The certificates in support of these deductions will be issued by IIT Goa. Payment of income tax on profits of the firm is the sole responsibility of the caterer.

3. Contract Implementation.

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The caterer will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The caterer will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorized representative of the institute.
- (d) Caterer shall not change any employee without consent of the authorized rep. of the institute. He shall also ensure physical availability of his Mess Manager for mustering in/out the workmen at the hostel gate and supervise their work on daily basis.
- (e) The caterer(s) shall maintain a register of all his employees and the work assigned to them on daily basis. He should be in a position to produce the same at any given time.
The register shall be authenticated by the authorized representative(s) of institute on daily basis before closing of the shift.
- (f) Caterer will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
- (g) The caterer will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the caterer to effect payment to the affected person(s).
- (h) **Institute reserves the right to terminate the contract at any time without assigning any reason.** However, wherever feasible the institute may consider notification of the annulment in advance to the caterer.
- (j) The successful agency / firm / company will have to deposit a refundable interest free Bank Guarantee of 10% of the contracted value of service at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank in the form of Performance Bank Guarantee (PBG) in favour of 'Indian Institute of Technology Goa'. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days.

4. Payment of Wages to the Workmen

- (a) The caterer will maintain all registers as required under the relevant acts/rules and shall get inspected by the authorized representative of the institute every month before payment.
- (b) The caterer will issue wage slips and employment cards as per relevant Act.
- (c) The caterer will make payment to his employees either through A/c payee cheque in presence of authorized representative of the institute as directed or through NEFT and produce the necessary documents in proof of payment. The caterer shall obtain signature or thumb impression of the workman on wage roll authenticated by the initials of the contract.
- (d) Wages shall be paid without any deductions except those specified by special order or permissible under the Wages Code 2019.
- (e) In case of delayed/short supply of manpower, penalty/ liquidated damages @ 0.5% of the payment due for each week of delay or part thereof shall be recovered from the bills of the caterer.
- (f) EPF: The caterer shall deposit both parts of EPF, in the respective accounts of the workmen

every month without fail. The caterer shall submit the proof i.e. copies of the challans/statements together with the list of workmen with account numbers and the amounts deposited against each for processing the bills.

5. **Variation in minimum wages during currency of the contract** Any increase/ revision in the minimum wages or in the rates of social security provisions during currency of the contract shall be payable to the workmen. The caterer will make payment to his employees at the revised rates without waiting for a formal confirmation from the institute. The difference in payment shall be paid/recovered by the institute. The caterer shall present the necessary supporting documents to claim the variation.

6. **Safety & Insurance.**

(a) The caterer shall follow safety procedures in all respects.

(b) The caterer will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The caterer should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.

(c) The caterer will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-up of appropriate medical authority identified by IIT Goa. Unfit personnel will not be deployed by the contractor. The expenditure on this effect will be paid by the Caterer.

(d) The caterer has to ensure safety and insurance regarding COVID-19 OR Post COVID-19 protocol of their contracted workers.

(e) The caterer shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

7. **Security**

(a) The caterer and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the caterer at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.

(b) The security office will maintain register for the caterer's workmen and obtain their signature while coming "IN" and going "OUT" or as the case may be.

(c) The caterer shall be bound by all security procedures followed at IIT Goa and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the caterer's persons shall be caterer's responsibility.

(d) The caterer will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.

(e) Institute reserves right to disallow any or all of the caterer's men from being deployed inside the institute campus without assigning any reason.

(f) In the event of any damage to the property of the institute or life of its employees and/or their dependents the caterer shall be liable for payment of compensation and/or prosecution in accordance

with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the caterer at market value.

8. Statutory Obligations

(a) The caterer shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own risk & cost, including the following:

- (i) Contract Labour (Regulation and Abolition) Act 1970
- (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
- (iii) Wages Code 2019
- (iv) The Occupational, Health and Safety Conditions Code 2020
- (v) Social Security Code 2020
- (vi) Industrial Relation Code 2020 (where applicable)

(b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the caterer shall be borne by the caterer himself.

- (i) The caterer shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work. The authorized representative shall be entitled to inspect these records at any time.
- (ii) If a bidding firm/caterer is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

(c) The caterer shall indemnify IIT Goa against any litigation arising from violation of statutes, laws and rules during operation of the contract. The caterer shall conduct all legal proceedings as may be necessary without any cost to the Institute. If due to any reason whatsoever, IIT Goa management is made liable to pay any liabilities of the caterer under any of the said laws etc; the same shall be recovered from the dues payable by IIT Goa to the caterer and/or from the security deposit(s) furnished by him.

9. Payment to the Caterer(s)

(a) Payment to the caterer will be made on monthly basis on presentation of bills and work completion certificate(s) from the authorized representative of the institute. **In case of any discrepancy in service or inadequate payment of wages / to debtors, payments will be withheld till resolution of all issues.**

(b) Payment to the caterer is liable to be held back if the caterer fails to make payment due to the workmen engaged by him within statutory time period.

(c) Deductions shall also be made from caterer's bills during implementation of the contract that may be become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.

10. General

(a) The persons employed by the caterer, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the caterer for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.

- (b) If any employee of the caterer is found to have committed misconduct or misbehavior, the institute at its sole discretion, may direct the caterer to remove such employee and the caterer shall remove such employee(s) without questioning the decision of the institute.
- (c) If the personnel employed by the caterer indulge in union activities which affect the service obligation of the caterer or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (d) Further, the personnel deployed by the caterer shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the caterer shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (f) No housing/accommodation will be provided by the institute to the personnel deployed by the caterer unless otherwise specifically provided in the contract. However, necessary staffs to prepare breakfast may be allowed to stay inside hostel premises with prior approval of the Hall office.

11. **Indemnity Clause.**

The caterer has to execute an indemnity bond stating "The caterer indemnifies IIT Goa of any issues arising due to un-hygienic preparation, personal hygiene issues and (or) storage of food, improper usage of ingredients and any such issues that may cause harm to anyone using Mess catering service due to inefficient or faulty operation".

12. **FSSAI Audit Certificate**

In order to strengthen the food safety surveillance, and to ensure food and safety compliance, the caterer has to get the IIT Goa Mess operation periodically audited as per FSSAI norms in accordance with Food Safety and Standards (Food Safety Auditing) Regulations, 2018 at their own cost. The audit report has to be presented to the Institute as and when received from the concerned authorities. Failure to submit timely audit report will attract penalty (**Annexure 'F' Refers**)

**INFORMATION TO BE SUBMITTED BY APPLICANT ALONG
WITH TECHNICAL BID**

Sl.	Description	Details	Page No.
a)	Name of the firm/ Company :		
b)	Address of the firm/ applicant with Telephone No. and E-mail		
c)	Year of Establishment:		
d)	Average Turnover of the company for the last 3 financial years (Enclose certificate/ audited Profit & Loss accounts) certified by CA		
e)	PAN No., GST No., TAN No.		
f)	Copy of the balance sheet of last 3 financial years.		
g)	Status: Proprietorship/Partnership/ Pvt. Ltd. / Public Ltd.		
h)	Profiles of the officer bearers of the agency with Telephone No. and E-mail		
i)	Since when undertaking catering service (year):		
j)	Total manpower employed in Catering service (Nos.)		
k)	EPF/ESI/Service Tax certificates (Enclose copies)		
l)	Has the applicant, ever been debarred/blacklisted for competing in any organization at any time? If so, give details. (Attach self-certificate as per Annexure 'B')		
m)	Has the applicant ever been convicted by a court of law? If so give details of the case, if any.		
n)	Details of any litigation in which the applicant is/was involved.		

o)	List of Clients (please attach list of clients serviced and photocopies of work orders of Govt. / PSUs / Corporate bodies and certificates from existing clients regarding satisfactory work done).		
p)	Copy of license for running canteen / Mess obtained under FSSAI Act 2006		
q)	Whether ISO certified. If so enclose the copy of relevant certificate.		
r)	EMD and Tender Fee DD Nos		
s)	Any other information considered necessary but not included above		
t)	Labour License No, issuing authority and validity, if held (prior works)		

Certified that the information given above from Para (a) to (t) is true and correct to the best of my knowledge and belief.

Annexure- 'B'**SELF-DECLARATION – NO BLACKLISTING**

(Date)

To,
The Registrar
IIT Goa
Dear Sir,

Ref: Tender for providing Catering Services at Hostel Mess of IIT GOA

In response to the Tender Document for providing catering services at Hostel Mess of IIT GOA, I/
We hereby declare that presently our Company/ firm

_____ is having unblemished record and is not
declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of
time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted
or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any
State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including
violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be
taken, our security may be forfeited in full and the bid, if any to the extent accepted may be
cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in
future against any other tender.

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization

Annexure - 'C'**PRICE BID**

<u>Description</u>	<u>Rate (₹)</u>	<u>GST (-----%)</u>	<u>Total (₹)</u>
Catering Charges Per Day Per Head			

Notes: -

(a) The bidder is to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the tender document before quoting the rates.

(b) The bidders are to strictly adhere to the minimum wages (including VDA), ESI, EPF & any other statutory requirement under the prevalent rules applicable for Area "B" prescribed by Central Ministry of Labour and Employment, Govt. of India and the same should be considered while finalizing the rates per head. Under no circumstance, the rates payable to manpower being deployed should be lower than the prescribed rates.

Signature of the caterer with seal

Annexure 'D'**Menu (Representational)**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast						
Poha + Sev + Lemon	Uttapam+Coc onut Chutney + Sambhar	Aloo Paratha + Curd	Masala Dosa	Poha + Sev + Lemon	Aloo Paratha + Curd	Puri Bhaji
Omelette	Egg Bhurji	Boiled Eggs	Boiled Eggs	Boiled Eggs	Boiled Eggs	Boiled Eggs
Sprouts (not mixed already)	Sprouts (not mixed already)	Sprouts (not mixed already)	Sweet Corn	Sprouts (not mixed already)	Sprouts (not mixed already)	Boiled Ground Nut
Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam
Tea - Coffee	Tea - Coffee	Tea - Coffee	Tea - Coffee	Tea - Coffee	Tea - Coffee	Tea - Coffee
Fruits	Fruits	Fruits	Fruits	Fruits	Fruits	Fruits
Lunch						
Besan Curry Pakoda	Chole	Chilli Paneer	Aloo Tomato	Zeera Aloo	Aloo Chole	Malai Kofta
Aloo Gaajar Mutter	Zeera Aloo	Chilli Chicken	Cabbage	Mutter Paneer/ Butter Chicken	Baingan Masala	Frooti/Apple
Chapati	Puri	Chapati	Chapati	Chapati	Chapati	Chapati
Plain Rice	Kerala (Matta) Rice	Plain Rice	Tomato Rice	Jeera Rice	Plain Rice	Plain Rice
Dal Tadka	Khadi Masoor Dal	Dal Tadka	Tuar Dal	Chana Dal	Masor Dal	Dal Makhani
Chhach	Lassi	Chhach	Curd	Veg Rayta	Chhach	Boondi Rayta
Papad Fry	Masala Papad	Papad Fry	Papad Fry	Papad Fry	Papad Fry	Masala Papad
Chutney	Pickle	Chutney	Pickle	Chutney	Pickle	Chutney
Snacks						
Red pasta	Idiyappam	Maggi (with veggies)	Fried Idli	Samosa/Kachori+Chutney	Dahi Bade	Pav Bhaji
Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam	Bread - Butter - Jam
Roohafza	Lemon Juice	Cold Coffee	Rasna-Mango	Rasna - Orange	Cold coffee	Lemon Juice
Tea	Tea	Tea	Tea	Coffee	Tea	Tea
Dinner						
Rajma	Aloo mutter	Dum Aaloo/Seasonal green veg.	Shahi paneer	Aloo Gobhi gravy	Palak paneer	Chicken biryani + Boondi Raita
Lauki	Soyabean	Desi Chana	Beans	Green pea	Rajma	Aalo

		dry		masala		Matar + chapati
Chapati	Chapati	Chapati	Chapati	Chapati	Chapati	(on alternate weeks)
Jeera rice	Plain rice	Jeera rice	Plain rice	Jeera rice	Plain rice	Kadai Paneer
Masur dal	Tuar Dal	Dal Tadka	Chana dal	Dal Makhni	Mix Dal	Plain Rice
Besan laddu/Balu Shahi	Ice cream	Custard/Boondi Sev	Jalebi	Ice cream	Kaju Katli	Tuar Dal
Milk	Milk	Milk	Milk	Milk	Milk	Kheer/Gulab Jamun

Specific Detail of Menu

Breakfast

<u>Item</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Comments</u>
Milk (untoned)	Daily	Unlimited	
Toasted white and whole wheat bread with jam	Daily	Unlimited	
Butter	Daily	Unlimited	
Tea and Coffee	Daily	Unlimited	
Egg	Daily	2 Eggs	
Corn/Wheat flakes/Oats	Daily	1 bowl (25 gr)	

Lunch and Dinner

Item	Frequency	Quantity	Comments
Indian Bread (with or without ghee)	Once per meal	Unlimited	
Plain white rice	Once per meal	Unlimited	
Jeera rice	Once per week	Unlimited	
Pulav/Biriyani	Once per week	Unlimited	
Egg	Once per week	2 eggs	
Sambar and Curd rice	Once per week	Unlimited	
Dal	Once per meal	Unlimited	As per menu without repetition
Dry Sabji	Once per meal	Unlimited	As per menu without repetition
Vegetable curry	Once per meal	Unlimited	As per menu without repetition
Curd	Once per meal	200 gm	
Masala Papad	Once per meal	Unlimited	
Vegetable salad (Tomatto, Cucumber, beet root, carrot)	Once per meal	Unlimited	With sufficient variation (Onion should be put separately)
Drinks	Once per meal	Unlimited	As per menu
Pickle/Chutney	Once per meal	Unlimited	
Fruit/Sweet	Once per day	Fruit 250 gm and Sweets 100 gm	As per menu
Ice Cream	As per Menu	40 – 50 gm	
Extra Item Veg	Once per meal	Registered members only	As per weekly list of extra items
Extra Item Non-Veg	Once per meal	Registered members only	As per weekly list of extra items

Tiffin / Snacks

<u>Item</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Comments</u>
Snack as per menu	Daily	Unlimited	
Toasted white and whole wheat bread with jam	Daily	Unlimited	
Butter	Daily	Unlimited	
Tea and Coffee	Daily	Unlimited	

Note- (10 special meals to be served on special occasions/festival including special luncheon, dinner nights and like. Rate of the special menu will be decided separately and paid separately as that of extra items.)

Annexure 'E'**List of Extra Items**

(The items and their indicated Rates are purely representational. The final item list and prices may differ based upon a mutual acceptance between Mess Committee and the Caterer)

	<u>Dish</u>	<u>Quantity</u>	<u>Rate (₹)</u>
<u>Non-Veg</u>	<u>Chicken Sukha</u>	} 100gms	50
	<u>Chicken Biryani</u>		40
	<u>Chicken Kolahpuri</u>		50
	<u>Chicken Handi</u>		50
	<u>Chicken Xakoti</u>		50
	<u>Chicken Koliwada</u>		50
	<u>Chicken Kolhapuri</u>		50
	<u>Chicken Hyderabad</u>		50
	<u>Chicken Handi</u>		50
	<u>Chicken Lollipop(4 pcs)</u>		60
	<u>Egg Masala</u>		25
	<u>Egg Biryani</u>		30
	<u>Fish Fry + Curry</u>		50
	<u>Veg</u>		<u>Dish</u>
<u>Paneer Belle-Pepper</u>		40	
<u>Paneer Manchurian</u>		40	
<u>Veg crispy</u>		30	
<u>Gobi Manchurian</u>		30	
<u>Hara Bhara Kabab</u>		30	
<u>Chilly Paneer Dry</u>		35	
<u>Veg 65</u>		30	
<u>Paneer Tikka</u>		40	

Penalties / Fine**Annexure 'F'**

<u>Violation</u>	<u>Penalty per complaint</u>
Non-availability of complaint registers on the counter/discouraging students from registering complaints	₹2,500/-
Cockroaches, flies, insect etc., in cooked food	₹10,000/-
Usage of spoiled/stale food ingredients eg: rotten Vegetables, infected grains, expired items.	₹5,000/-
Poor maintenance/tampering with institute property	₹5,000/-
Presence of unwanted items in food: Harmful items like blade, glass, metal wires, nails, Pieces of plastics etc.	₹10,000/-
Three or more complaints of unclean utensils in a day	₹5,000/-
If Mess committee in consultation with students in present Mess agrees that certain item of a meal was not cooked properly / overcooked / extra spicy / extra oily	₹5,000/-
Food poisoning	Forfeiture of PBG and cancellation of contract
Consumption or possession of Alcohol/tobacco/banned substances	₹50,000/-
Non adherence to the timings mentioned in the tender or decided with the respective Mess Committee	₹5,000/-
Waiting time is more than 15 minutes for lunch and dinner, and 10 minutes for breakfast and Tiffin within timings of Mess	₹5,000/-
Changes in menu of any meal without permission of Mess committee	₹5,000/-
Change in menu due to any Mess equipment being defective /out of sorts for more than 24 hrs	₹5,000/-
If the quality of milk is not found to be appropriate, or it is diluted.	₹8,000/-
Inappropriate post COVID personal hygiene of workers including their dress and / or misbehavior by workers etc.	₹5,000/-
Failure to maintain a proper health checkup of the workers	₹10,000/-
Using / storing brands not mentioned in the contract without prior permission	₹5,000/-
Noncompliance with workers dress Code	₹5,000/-
Use of spurious brands, goods or accessories in preparation / presentation	₹10,000/-
Damage to Institute infrastructure over and above cost of repair / replacement (which shall be levied extra)	₹5,000/-
If food gets over during the scheduled meal time	₹5,000/-
Non submission of periodic FSSAI audit reports as per para 12 of special terms and conditions of RFP	₹10,000/-
Non attending of monthly meeting of the Mess committee by the caterer or his representative.	₹5,000/-
Not adhering quarterly pest control, hygiene and cleanliness	₹5,000/-
Note: - First violation of rule implies fine as per the above table. Second and subsequent violation of the same rule within 30 days will imply fine triple the initial amount of fine or termination of contract.	

Annexure 'G'List of Permissible Brands

<u>Item</u>	<u>Brands</u>
Salt	Tata, Annapurna, Patanjali
Spices	M.D.H., Badshah, Everest, Patanjali
Chicken	Godrej Real good, Suguna,
Ketchup	Maggi, Kissan, Heinz, Patanjali
Refined Oil(Sunflower)	Patanjali, Sundrop, Fortune, Dhara (Use of Hydrogenated Vanaspati oil is prohibited)
Pickle	Patanjali, Mother's, Pravin, Priya, Bedekar, Nilon's
Atta	Patanjali, Ashirvad, Pillsbury, Annapurna
Instant Noodles	Maggi, Top Ramen, Patanjali
Flavoured drinks	Rasna, Roohafza, Tang
Papad	Lijjat, Mother's, Priya
Butter	Amul, Nandini, Mother Dairy, Patanjali, Goa Dairy
Bread	Britannia, Big Bread
Cornflakes	Patanjali, Quality, Tops
Jam	Kissan, Maggi, Delmonte,
Ghee	Amul, Mother Dairy, Nandini, Patanjali
Shrikhand	Amul, Warana,
Frozen yogurt	Nandini, Sphurti, Amul
Cow Milk	Amul, Nandini(Shubham), Goa Dairy, Warana
Paneer	Amul, Nandini, Warana,
Tea	Marvel,Tata, Taj Mahal
Coffee	Nescafe, Bru, Sunbean
Ice Cream	Amul, Vadilal. Natural's, Kwaliti Wall, Arun
Soya	Nutrella, Fortune, High Meal-maker
Frozen Peas	Safal (offseason), McCain, Watties, Gordrej
Cheese	Amul, Britannia, Mother Dairy
Kolum Rice	Royal, Donur, Patanjali
Basmati Rice for special rice	Patanjali, Daawat, Devaaya,
Custard Powder	Brown & Polson, Pillsbury, Birds
Handwash	Lifebuoy (non-diluted), Dettol, Godrej

Note: Any of the food material/product required during the contract period other than mentioned above should be with in these brands only and of FSSAI standard.