

**TENDER FOR PROVIDING  
CATERING SERVICES AT HOSTEL MESS IIT GOA**



**TENDER NO. NIT: IITGOA/C&EMD/2023/026  
DATE: 09/10/2023**

**INDIAN INSTITUTE OF TECHNOLOGY – GOA  
AT GOA ENGINEERING COLLEGE CAMPUS  
FARMAGUDI, PONDA  
GOA-403401**

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## Notice Inviting Tender (NIT)

1	Date of Tender Publishing on website	NIT No.: IITGOA/C&EMD/2023/026
2	Pre-bid meeting and site visit at IIT Goa <b><u>(Attending pre-bid meeting &amp; site visit is advisable for participating in this tender)</u></b>	Site visit- on any working day during office hours up to the previous day of bid submission  Pre bid meeting will be online mode on 13 <sup>th</sup> October 2023 at 11.00AM, <i>The bidders can send their queries and request for pre bid meeting link on (estate @iitgoa.ac.in)</i>
3	Date of publishing pre-bid queries (to be uploaded on the website)	16 <sup>th</sup> October 2023 by 5.00 PM
4	Last Date and Time for Submission of Tender	30 <sup>th</sup> October 2023 till 04.00PM, C&EMD Office
5	Opening of Technical Bid	30 <sup>th</sup> October 2023 at 04.30PM, C&EMD Office
6	Address for submission of bid	<b>The Estate Office, IIT Goa At GEC Campus, Farmagudi Ponda, Goa - 403401</b>
7	Period of contract and revision in catering charges	The period of contract will be initially for two year  (The contract is extendable for another one year based on the performance. Provision for price escalation for this extended period shall be on mutually agreed terms to absorb the increase in the input costs. Once the rate is revised, it shall remain firm during the extended contract period)
8	Tender Fees	Rs. 1000/- (Non -Refundable)
9	EMD (Earnest Money Deposit)	Rs. 5,00,000/- or Bid Security Declaration for MSME
10	Estimated value of the tender	Rs. 2.50 Crore per annum.
11	Performance Security Deposit	3% (Rs 7.5 Lac) of the estimated value, deposited within 15 days from the date of issue of work order
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.
13	Bid Validity	Bid shall remain valid for 90 days from the last date of submission of the tender as mentioned in the NIT.

**NOTE:** MSME firms are exempted from EMD & Tender fees. However, such firms have to submit Bid Security Declaration according to **Annexure-I**. If the MSME firms do not submit the Bid security Declaration, then the bid shall be rejected. Such firms have to submit documentary evidence in support of their firm's MSME status along with an application for exemption.

## GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. Technical Bids along-with Earnest Money Deposit and tender fee, each in separate payments, in form of Demand Drafts from any scheduled bank, in favor of 'Indian Institute of Technology Goa' payable at Goa and the supporting documents & Price bids in hard copy shall be received as per NIT in **separate sealed envelopes**. Bids not accompanied with right amount of EMD and/or tender fee in the prescribed form are liable to be rejected.
  2. All the pages of this tender document (**except the price 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 an envelope superscribing '**Technical Bid for Providing Catering Services at Hostel mess at IIT Goa**'. Each page of the bid document shall be stamped and signed by the bidder. The EMD and the tender fee shall be submitted in this envelop.
  3. **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 superscribing '**Price Bid for Providing Catering Services at Hostel mess at IIT Goa**'.
  4. 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 and time of opening of the price bids subsequently through proper means. IIT Goa reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
  5. The period of contract will be initially for two year. The contract is extendable for another one year based on the performance. Provision for price escalation for this extended period shall be on mutually agreed terms to absorb the increase in the input costs. Once the rate is revised, it shall remain firm during the extended contract period)
  6. For any query/Clarification, please contact the Estate Office of IIT Goa during office hours on working days or e-mail your query to **estate@iitgoa.ac.in**. Bidders are requested to seek all clarifications through mail at the said e-mail within the stipulated time frame only (i.e up to one working day before the 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 of any kind in the terms and conditions of the tender after the pre-bid meeting.
1. Interested bidders are invited to participate in online pre-bid meeting as per scheduled at NIT. In case the pre-bid meeting is not held on the due date due to unavoidable reasons, a fresh date will be intimated. **Attending the Pre-Bid meeting is advisable**. Please send your request for link to participate on e-mail **estate@iitgoa.ac.in**. All inputs / queries will be submitted in writing before start of the meeting. 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.
  2. The detail of information to be provided along-with bid, sample menu, penalties, permissible consumables and other instructions are appended at **Annexure A - K** to this document.

## SCOPE OF WORK

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

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**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 at IIT Goa** to the entire satisfaction of the Institute authorities which shall include the following: -

(a) Provisioning, cooking, serving and carrying out all the allied services towards providing tasty, healthy and hygienic meals to the messmates as per a pre-decided menu approved by the mess committee/hostel council of IIT Goa. A representative menu is given in succeeding paragraphs of this document. Also, for evaluation of commercial bids, IIT Goa will ascertain a minimum reasonable cost (MRC, inclusive of 5% of GST) 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, waste management etc.) involved in providing the services 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 below this cost (i.e. minimum reasonable cost) will be rejected as an unreasonable quote. (e.g suppose if MRC is Rs 100/-. Bids acceptable should be Rs 100/- or more. Bids not acceptable will be Rs 99.99/- or less).**

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

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

(c) The total student strength is 700 – 750 nos includes day scholar and PhD students. However, the **approximate average strength** of mess users during regular semester (January to April and mid-July to November) is between 400 to 450 nos.

(d) During semester break the students' strength may decrease to 50-100 nos. During this period the mess shall operate normally. Catering charges, Menu and timings shall be decided by the Mess committee in consultation with the caterer. The charges for shall be collected by the caterer directly from the individuals availing the mess facility during the semester break.

(e) The caterer will maintain a record (attendance) of personnel being served on a daily basis with proper authentication for the purpose of accounting and billing.

(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. One skilled mess manager (**Should preferably be Diploma in the 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 in a three-star hotel and should understand the values and dynamics of the students at IIT level**) 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. Absence of the manager during the service hour will be treated as the violation of the rules and regulations set by the IIT Goa authorities.

- (f) The caterer will make all necessary arrangements for **neat, clean and organizational outlook** of all its workers befitting to the stature of IIT Goa in consultation with Institute authorities. The workers will always maintain covid appropriate personal hygiene and a clean appearance including use of clean hand gloves, masks, headgear and other necessary accessories while working. Caterer should make all the arrangements necessary towards this aspect. The caterer should provide necessary uniforms to the team members.
- (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 bandh, 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. The caterer shall ensure to serve **separately prepared** medically prescribed less oily, less spicy foods, boiled versions of daily foods (all four times) for a few students declared by the authority. 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) The caterer shall attend a monthly meeting of the mess committee (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 or avoidance of the monthly meeting in any manner shall attract suitable penalty as per the list annexed to this document (**Refer Annexure G**). Additional meetings may be arranged by IIT Goa if deemed necessary.
- (k) The caterer shall carryout **regular medical check-up including covid vaccination etc.** (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. In case of any Covid outbreak, the caterer must take the necessary actions for testing and undertake the treatment of the staff at his own cost.
- (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 the 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. On completion of the contract, the caterer to handover the equipment in serviceable condition.
- (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 persons whose track record is verified through mandatory Police verification 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) Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering contractor. **Any damage or theft to the Institute infrastructure by the caterer team or caused due to their negligence will be repaired or replaced at the caterers' cost and shall attract penalty.**
- (q) **Cleaning and Housekeeping of the 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. Mess provider should ensure that any dry & wet waste, polythene, garbage etc should not be thrown into the drain inlet area to prevent choking of the drain line.**
- (r) The caterer must provide food arrangements for Institute events like conference/meetings/workshops/talks/students events/admissions/examinations etc. as requested by the Institute. The rate & menu are to be finalized by the mess committee, concerned organizer and caterer.
- (s) The caterer has to comply with the Institute's mess rebate policy as and when implemented.

## 2. Legal Terms: -

- (a) The caterer will be required to provide the performance Security Deposit in the form of an irrevocable bank guarantee issued by any nationalized bank for the amount of Three percent of the estimated value of service i.e ,7,50,000/- (Rupees Seven lakh fifty Thousand only) within 15days from the date of issue of work order. The Bank Guarantee will be held against any default in performance and violations of terms and conditions. The Guarantee shall be kept valid for a period of one year or extended period if any plus 60 days' grace period from the date of issue of PBG. Failure to submit the bank guarantee within the stipulated time will be treated as a violation of the terms and condition of the tender and suitable action shall be taken against the contractors including cancellation of the work order and debarment of the firm for a period of two years.

- (b) Caterer must submit all necessary statutory documents, as following: -
- i. In the event of award of the contract, the caterer should register with the Regional Labour Commissioner Goa as a caterer under the Contract Labour Regulation Act and obtain a Labour License and complete all required formalities.
  - ii. The caterer should adhere to all the labour laws of the land, which include the provisions of the Provident Fund Act, the Minimum Wages Act, stipulated work hours, bonus payments issue of salary slip, experience letters, ID cards, Gate Pass and other such acts which are applicable. Penalty will be levied on the caterer for not following the guidelines.
  - iii. The caterer should ensure that the payment is made to the mess workers engaged by him as per the Minimum Wages Act. 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. EPF and ESI facilities as per the statutes should be provided to the workers and the proof of doing so must be submitted to the hall office on monthly basis.
  - iv. The Caterer shall not employ child labour. Violation will attract legal action as per extant regulation on the subject.
- (c) The contract will have an option to extend the catering contract **with the same terms & conditions of the present contract on mutual agreement** for a period of one year on an explicit acceptance of the caterer. This will be applicable within the currency and six months after expiry of contract. It will be entirely the discretion of IIT Goa to exercise this option or not.

### 3. **Infrastructural and equipment related terms: -**

- (a) Major civil and electrical works will be attended by IIT Goa. Maintenance jobs such as minor repair of all mess equipment and running expenses are the responsibility of the caterer. List of Mess Equipment's provided by the Institute are as per the **Annexure G**. 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 G**)
- (b) The caterer has to arrange all cooking needs and serving utensils including plates, glasses, cups, spoon, 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.
- (c) The caterer will have to make provision of commercial cooking gas cylinders related cooking.
- (d) The electricity shall be paid by the caterer on actuals. The electricity charges will be calculated based on the unit consumed as per meter reading and the rate charged by the electricity department.
- (e) The Institute doesn't have the municipal water connection. The water is managed through authorized water supplier on daily basis. The charges of the water tanker delicately used for mess shall be borne by the caterer.



#### 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 down in the tender 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, and 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. Repeated lapses could lead to termination of contract.
- (f) Waste disposal is the responsibility of the caterer this will involve daily segregation and timely disposal of the kitchen waste at predesignated place inside the campus for further composting and vermicomposting.
- (g) Water used for cooking should be properly (TDS, EC and pH) tested RO water only. The caterer is encouraged to install and maintain his/ her own RO water facility, which may be taken back at the end of the contract. Periodic cleaning of the RO tank should be done by the caterer. The details of such maintenance/cleaning shall be provided to the Hostel/Mess Committee as and when demanded

#### 5. Daily functioning of the mess: -

- i. Sample menu is placed at **Annexure 'E'**. The menu is for representational purpose only and is subject to change within reasonable limits with mutual consultation with the caterer. Menu decided by the Institute will have to be strictly followed. Menu will normally be formalized for one month. Any deviation from the decided menu is not allowed, without proper permission from the authority, under any circumstances.
- (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 the deployed workforce through periodic trainings and updating. 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 'F'**. *The final list of extra items along with mutually agreed rates will*

*be finalized 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

*The bidders having following minimum qualification are eligible for bidding:*

- (a) Must have successfully completed annual catering services as below in Central or State Government/Semi-Government Organizations/ Institutes / Reputed hotels during the last seven (7) Years preceding from the last date of submission of bid:
  - i. Three completed annual catering service contract each costing not less than the amount equal to Rs.1,00,00,000/-, i.e. 40% of the estimated cost of work  
OR
  - ii. Two completed annual catering service contract each costing not less than the amount equal to Rs.1,50,00,000/-, i.e. 60% of the estimated cost of work  
OR
  - iii. One completed annual catering service contract each costing not less than the amount equal to Rs.2,00,00,000/-, i.e. 80% of the estimated cost of work.
- (b) The caterer must produce work completion certificate from the clients for the above works as documentary proof. The work completion certificate should invariably mention the details of service provided, the date of commencement, the date of completion of the service and the annual cost clearly. Any misleading and vague information in this regard, if furnished, leading to difficulty in calculating the experience/ annual cost may result in the rejection of the tender. Bidder has to provide feedback reports from the previously served clients in an authorized format.
- (c) The bidder/Company/Firm/ Service Provider shall have an average annual turnover of Rs.2 Crore or more (catering services only) in the last three financial years. The annual turnover should be certified by a registered established chartered accountant/ firm/company.
- (d) The bidder/ Company / Firm / Service Provider should be registered with the appropriate registration authority i.e (labour commissioner etc.) and Certification from food departments (FSSAI) of the States and Central Government is must. Bids of the bidder/Company/Firm/ Service Provider non-complying labour laws will be out rightly rejected.
- (e) The bidder/Company/Firm/Service Provider will have to provide details of Income Tax and Service Tax return of their firm for last three financial years (2020-21, 2021-22 & 2022-23) duly approved by **Chartered Accountant (CA)**.
- (f) The bidder /Company / Firm / Service Provider should have valid PAN and GST Number.
- (g) The bidder /Company / Firm / Service Provider should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Act.
- (h) The bidder /Company / Firm / Service Provider should have its own Bank Account.
- (i) The bidder /Company / Firm / Service Provider shall submit an affidavit duly notarized on a Rs.100/- judicial stamp paper stating that the Service Provider has not been blacklisted by Central Government/ State Government/ any PSU /Reputed hotel as on the date of submission of the bid.

**Non-compliance with any of the above conditions by the Service Provider/bidder/firm/company will be treated as non- Eligibility for this tender and his bid will be rejected being non responsive.**

Bidders must submit documentary proof as per (Annexure - A & C) in support of meeting each of the above minimum qualification /criteria.

**List of Clients with address, name and contact number & E-mail id, period of services provided etc. are to be furnished by the bidders according to Annexure -B. The service provider must attach the completion certificate from the client as a proof of successful completion of work.**

**NOTE: The Institute reserves the right to accept and reject any bid without assigning any reason Thereof. Further, no correspondence will be entertained in this regard.**

## 7. Evaluation Criteria: -

### A. Technical Bid Evaluation Scheme

The technical committee will evaluate the bids on various parameters as detailed above based on the duly signed documents submitted in technical bid by prospective bidders. Financial bids will be opened only those are found to be technically qualified.

### B. Financial Bid Evaluation Scheme

Financial Bids of Technically qualified bidders will be evaluated on the basis of lowest price offered amongst The qualified bidders. L-1 firm shall be decided on the basis of lowest rate offered for providing service above the estimated MRC. If the price quoted by the bidder is found below the MRC (Minimum Reasonable Cost), then the bid will be rejected as an unreasonable quote. As provided in the price bid format, the bidders will have to quote the price considering the following: -

- (i) The student strength as mentioned in the tender
- (ii) Maintenance and upkeep of the Kitchen equipment provided by the Institute.
- (iii) Minimum Wages for Area 'B', ESI, EPF & other statutory payments to the workers as per the statutory provisions/Act by the Central Government.
- (iv) Electricity and water charges.

C. No ambiguity should be there in the quoted price and the rate quoted should be as per the price bid format. **Conditional offer or the quotation not furnished in the format attached at Annexure 'D' shall be considered non-responsive and is liable to be rejected.**

D. In case, more than one bidder is identified as L1, the bidder having maximum number of completed contracts in IITs will be declared as L1

## 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. **Attending pre-bid meeting is mandatory criteria for participating in this tender.**

### 2. 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/transmissible disease.
- (c) 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.
- (d) 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.
- (e) Caterer will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
- (f) 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).
- (g) The successful agency / firm / company will have to deposit the performance Bank Guarantee in the form of an irrevocable bank guarantee issued by any nationalized bank in the favor of "Indian Institute of Technology Goa" for the amount of Rs. (3 % of the estimated value of service) i.e 7, 50,000/- (Rupees Seven lakh Fifty Thousand only) within 15days from the date of issue of work order. This Bank Guarantee will be held against in default in performance and violations of terms and conditions. The Guarantee shall be kept valid for a period of one year or extended period if any plus 60 days' grace period from the date of issue of PBG. Failure to deposit the performance bank guarantee within the stipulated time will be a violation of the terms and condition of the tender and suitable action shall be taken against the contractor including cancellation of the work order/contract and debarment of the firm up to two years.

### 3. Termination of Contract

This agreement may be terminated on any of the following Contingencies: -

- (a) On the expiry of the contract period as stated above
- (b) By giving notice period of three month's either side or by Institute on account of:
  - i. Committing breach Terms and Conditions of this agreement by the Contractor.
  - ii. Assigning the contract or any part thereof to any Sub Contractor by the main Contractor without written permission of the Institute.
  - iii. On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the service provider shall keep on discharging his duties as before till the expiry of notice period.

### 4. 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 OR Post COVID 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.

### 5. 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.

## 6. Statutory Obligations

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,

## 7. Payment to the Caterer(s)

- a. Payment to the caterer will be made on monthly basis within 15 days from submission 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, non-payment to vendors / suppliers, bill payment will be withheld till resolution of all issues.**
- b. 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.

## 8. 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. The personnel deployed by the caterer will not become member of any trade union of the Institute. 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.
- c. 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.

- d. 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.
- e. 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 Institute.

9. **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".

10. **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 out of his 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 'G' Refers**)



**Information to be submitted along with the bid is as follows**

(First sheet shall be on the letter head and all the pages have to be authenticated at the bottom)

1. Average annual turnover for the last 03 financial years i.e. 2020-21, 2021-22 and 2022-23.

Financial Year	Turnover in Rupees (Rs. In Lakhs)	Page number of document
2020-21		
2021-22		
2022-23		

2. Successfully completed similar works in IITs/ IIMs/ NITs/ IISERs/ Central Universities/ Central Government/ Central Autonomous Bodies/ Central Public Sector Undertakings/ Reputed hotels till last date of submission of bids

Sl. No.	Description of the work	Name of the client	Name, Address & Contact No. of the Client for whom the work was carried out	value of the work	Period of the work	Mode of Proof	Available at which page of the bid document?
1.							
2.							
3.							
4.							
5.							

- (4) Bank details of the firm:

Name of the Account Holder	
Name of the Bank and Branch	
Account No.	
IFSC Code	
Type of Account (Current/Savings/CC)	

DETAILS ABOUT THE BIDDER / COMPANY

1.	Name and address of applicant *	
2.	Telephone No./Fax No./email address	
3.	Legal status (Attach copies of original document defining the legal status). a) An individual b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particulars of registration with registrar of companies ESI, EPF, Goods & Service Tax etc. (Attach attested photocopies) a) Registration Number b) Place of Registration	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	
8.	GSTIN & PAN no of the firm	
9.	EPF & ESI registration of the firm	

**\* Complete details of clients of the tenderer must be enclosed with the technical bid. Clients' addresses, name(s) of contact person(s) with phone numbers must be listed in the enclosure. The Tender Committee may carry out surprise visits to establishments/mess/dining facilities serviced currently by the tenderers for the short-listing process.**

Technical compliance statement

Sl. No.	Description	Page no.
1.	Food Safety and Standards Authority of India (FSSAI) Certification	
2.	Annual catering services with requisite value of contract in Central or State Government/Semi-Government Organizations/ Institutes / Reputed hotels during the last seven (7) years preceding from last date of submission of bid	
3	Average annual turnover of Rs.2 crore or more (preferably from catering services only) in the last three financial years	
4.	Details of Income Tax and Service Tax return of their firm for last three financial years 2020-21, 2021-22 & 2022-23)- <b>(CA certified document)</b>	
5	Valid PAN and GST Number	
6.	ESI and EPF Registration Number	
7.	An affidavit duly notarized on a Rs.100/ - judicial stamp paper stating that the Service Provider has not been blacklisted by Central Government/ State Government/ any PSU /Reputed hotel as on the date of submission of the bid.	
8.	List of customers with detailed address.	

**PRICE BID**

<b>Sr no.</b>	<b>Description</b>	<b>Rate quoted in Rs. per day per head (A)</b>
1	Catering Charges per day per head inclusive of GST (5%).	In Figure.....
		In words.....

- The bidder is to acquaint himself with the scope of work, all terms and conditions, facilities provided by the Institute & penalty details etc. of the tender document before quoting the rates.
- As provided in the above format, the bidders will have to quote the price for per day per head. L-1 firm shall be decided on the basis of the lowest rate offered for sl 1 above.
- The quoted daily rate should be inclusive both capital and operation cost as well as applicable taxes that is the above rates will be inclusive of fuel, cost of procurement of rice, wheat and all other provisions, vegetables, fruit, unloading and loading, transportation, storage, electricity and water charges and all statutory taxes including service tax, duties and levies etc., per student.
- 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. Under no circumstance, the rates payable to manpower being deployed should be lower than the prescribed rates.
- 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 as required above** shall be considered as non-responsive and is liable to be rejected.
- In case, more than one bidder is identified as L1, such bidders will be asked to submit sealed revised offer. But the revised offer should not be higher than price quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer. It is mandatory for the bidders in tie to give revised offer. In case any bidder declines to give the revised offer then, it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.  
If the revised offer is again found to be equal, the lowest tender, among such bidders, shall be decided by draw of lottery in the presence of bidder and tender scrutiny committee.

**Signature of the caterer with seal**

**Annexure 'E'****Menu (Representational)**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Breakfast</b>						
IDLI+VADA	ALOO PARATHA + CURD/BONDA+CHUTNEY	UTTAPAM/PULIHORA	POHA /PUFFED RICE POHA	Masala Dosa/RAVA DOSA	AALO PARATHA +CURD	PURI BHAJI
SAMBHAR+ COCONUT CHUTNEY		SAMBHAR+ COCONUT CHUTNEY	SEV + LEMON	SAMBHAR+ COCONUT CHUTNEY		
BOILED EGGS	EGG BHURJI/BOILED EGG	BOILED EGGS	OMELETTE	BOILED EGGS	EGG BHURJI	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
MILK+BRO UNVITA+CORNFLAK	MILK+BRO UNVITA+CORNFLAKES	MILK+BRO UNVITA+CORNFLAKES	MILK+BRO UNVITA+CORNFLAKES	MILK+BRO UNVITA+CORNFLAKESMI	LK+BRO UNVITA+CORNFLAKE	MILK+BRO UNVITA+CORNFLAKES
FRUITS	SEASONAL -FRUITS	SEASONAL -FRUITS	SEASONAL -FRUITS	SEASONAL -FRUITS	SEASONAL -FRUITS	SEASONAL -FRUITS
<b>Lunch</b>						
BESAN CURRY PAKODA	CHOLE	CHILLI PANEER	AALO GAAJAR MUTTER	ANY GOAN-GREEN VEGETABLE	KARAVANDA	Malai Kofta
CAULIFLOWER	CABBAGE	CHILLI CHICKEN	BENDI	UTTER PANEER/ BUTTER CHICKE	BAINGAN MASALA	FROOTI/APPY
ROTI+BUTTER ROTI	PURI	ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	CHAPATI
PLAIN RICE	KERALA (MATTA) RICE	PLAIN RICE	TOMATO RICE	JEERA RICE	PLAIN RICE	PLAIN RICE
KHADI MASOOR DAL	DAL TADKA / SAMBAR	Arhar Dal	Urab Dal / SAMBAR	CHANA DAL	MASOR DAL/SAMBAR	DAL MAKHANI
CHHACH	LASSI	VEG RAYTA	CHHACH	CURD	CHHACH/ KOKUM	BOONDI RAYTA
PAPAD/FRAM	MASALA PAPAD	PAPAD/FRAM	PAPAD/FRAM	MASALA PAPAD	PAPAD/FRAM	MASALA PAPAD
CHUTNEY	PICKLE	CHUTNEY	PICKLE	CHUTNEY	PICKLE	CHUTNEY
<b>Snacks</b>						

RED PASTA/TIKKI CHAT/Vada pav	IDIYAPPAM /GRILLED SANDWICH /	MAGGIE/MISAL PAV/DHOKLA	FRIED IDLI/BREAD PAKODA	SAMOSAKA CHORI+CHUTNEY	DAHI BADE/BHEL PURI	PAV BHAJI/ONION -PALAK PAKODA
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/KOKUM	RASNA - ORANGE	SOLKADI	LEMON JUICE
TEA/MILK	TEA/MILK	TEA/MILK	TEA/MILK	TEA/MILK	TEA/MILK	TEA/MILK
<b>Dinner</b>						
BEANS	PALAK PANEER	SEASONAL GREEN VEG.	FISH CURRY/FISH FRY	DRY-GOBHI	GOAN MUSHROOM FRY	N+PANEER BIRYANI + BOONDI RAITA
LAUKI	SOYABEAN	DESI CHANA DRY	RAJMA	GREEN PEA MASALA	CHOLE	AALOMATAR + CHAPATI
PLAIN ROTI/BUTTER ROTI	PLAIN ROTI/BUTTER ROTI	PLAIN ROTI/BUTTER ROTI	PLAIN ROTI/BUTTER ROTI	PLAIN ROTI/BUTTER ROTI	BHATURE	(ON ALTERNATE WEEKS)
JEERA RICE	PLAIN RICE	JEERA RICE	PLAIN RICE	JEERA RICE	PLAIN RICE	KADAI PANEER/PANEER BIRIYANI
MASUR DAL	TUAR DAL	DAL TADKA	CHANA DAL	DAL MAKHNI	MOONG DAL	PLAIN RICE
BESAN LADDU/BALUSHAHI	ICE CREAM	CUSTARD/BOONDI SEV	JALEBI	CARROT HALWA	KAJUKATLI	GULAB JAMUN

### Specific detail of menu

#### Breakfast

<u>Item</u>	<u>Frequenc y</u>	<u>Quantity</u>	<u>Comments</u>
Milk (untoned)	Daily	limited	
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

<u>Item</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Comments</u>
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	
<b>Extra Item Veg</b>	Once per meal	Registered members only	<b>As per weekly list of extra items</b>
<b>Extra Item Non-Veg</b>	Once per meal	Registered members only	<b>As per weekly list of extra items</b>

Tiffin / Snacks

<u>Item</u>	<u>Frequenc</u> <u>v</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	
Milk (toned)	Daily	limited	

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.)



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 (INR)</u>
<b>Non-Veg</b>	<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
<b>Veg</b>	<u>Dish</u>	100gms	
	<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

**Annexure 'G**  
**Penalties / Fine**

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

**Note:** - For the first violation, the caterer will be given warning, on second violation, the penalty as above will be imposed and repetition of such occurrence within 30 days, will attract the penalty followed by termination of the contract.

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 <b>(Use of Hydrogenated Vanaspati oil is prohibited)</b>
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, Kwality Wall, Arun
Soya	Nutrella, Fortune, High Meal-maker
Frozen Peas	Safal (offseason), McCain, Watties, Godrej
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

*(To be printed in letter head)*

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**BID SECURITY DECLARATION**

**IN LIEU OF SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)**

**Ref: Our Offer No.....dated.....**

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In the event of withdrawing or modifying our offer or increase our price within the validity or extended validity period, we hereby accept the suspension of our company/firm for a period of maximum two years from the date publication of this tender for future requirement of IIT Goa.

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**Signature with date: Name:**

**Designation:**

**Official Seal**

## List of Kitchen Equipment's available at the Hostel premises

Sr.No	Item Description	Unit	Quantity
	<b>Receiving Area</b>		
1	Big Sink Unit (1200 x 760 x 850mm)	Each	1
	Jet Spray	Each	1
	SS Rack (1200mm x 600mm x 1800mm)	Each	1
2	<b>Store Area</b>		
	MS Slotted Angle Rack - 3 Tier (1050 x 600 x 1800mm)	Each	4
	Bins (450 x 500 x 600mm)	Each	4
	Onion Bin (900 x 500 x 750mm)	Each	1
	Potato Bin (900 x 500 x 750mm)	Each	1
	Pallet (1000 x 600 x 150mm)	Each	5
	MS Slotted Angle Rack - 5 Tier (900 x 450 x 1800mm)	Each	10
	Vertical Storage Cabinet (1050 x 600 x 1800mm)	Each	1
	MS Slotted Angle - 5 tier (600 x 450 x 1800mm)	Each	1
	Platform Trolley (900 x 600 x 1000mm)	Each	2
3	<b>Veg Preparation Area</b>		
	Industrial Mixer	Each	1
	2 Door Vertical Refirgerator (600 x 600 x 1950mm)	Each	1
	Wall Shelf (1750 x 350mm)	Each	2
	Work Table with sink (1700 x 600 x 850mm)	Each	1
	Potato Peeler - 10kg	Each	1
	Tilting Masala Grinder - 15 ltrs	Each	1
	Pulveriser - 7.5 Hp	Each	1
	Work Table with 2 U/s - (1750 x 600 x 850mm)	Each	1
4	<b>Dish Wash Area</b>		
	Soiled Dish Landing Table - (2300 x 750 x 850mm)	Each	1
	3 sink unit - (1900 x 750 x 650mm)	Each	1
	Jet Spray	Each	1
	Hood Type Dish Wash Machine	Each	1
	Unleading Table - (1500 x 750 x 850mm)	Each	1
	Pot Rack (1100 x 600 x 1500)	Each	2
	S.S Rack - 4 Tier (900 x 450 x 1800)	Each	3
	Work Table with Sink (1800 x 650 x 850mm)	Each	1
	Dough Kneading Machine - 40kg	Each	1
	Work Table with 2 U/s (550 x 800 x 850mm)	Each	1
	Chapathiplate with puffer (1200 x 900 x 850mm)	Each	1
	Work table with 2 U/s (1000 x 900 x 850mm)	Each	1
	Hot plate (1200 x 800 x 850mm)	Each	1
	Idlis Steamer	Each	1
	Work Table with 2 u/s (1300 x 900 x 850mm)	Each	1
	Tilting Bratt Pan (150 ltrs)	Each	1
	Tilting Boiling Pan (150 ltrs)	Each	1
	Stationary Boiler - 100 litres	Each	1
	Single Burner Range - (750 x 750 x 500mm)	Each	2
	2 Burner Gas Range - Low Ht (1200 x 900 x 600mm)	Each	2

	Cold Room with Racks (1800 x 1200 x 2100mm)	Each	1	
<b>5</b>	<b>Serving Area</b>			
	Neutral Counter with Tray Rail (600 x 650 + 300 x 850mm)	Each	4	
	Hot Bain Marie Counter with Tray Rail (2100 x 650 + 300 x 850mm)	Each	2+1	
	Thali Trolley (1800 x 600 x 1500mm)	Each	2	
	Bread conveyer Toaster	Each	2	
<b>6</b>	<b>Staff Dining Area</b>			
	Chaffing Dish	Each	4	
	<b>Miscellaneous</b>			
	Insect Killer	Each	6	
	Air Curtain	Each	4	
	Fire Blanket	Each	1	
	Fire Extinguisher	Each	2	
	Hot Water Geyser	Each	2	
	SS Corner Guard	Each	40	
	Extra Dish Washin Racks	Each		
	Dish Wash Rack - Plate	Each	5	
	Dish Wash Rack- Glasses / Cups	Each	5	
	Dish Wash Rack - Tray	Each	5	
	Dish Wash Rack - Cutlery	Each	5	

**FORMAT FOR PERFORMANCE GUARANTEE BOND**

**(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)** (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GOA OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GOA OR ANY SCHEDULED BANK SITUATED AT GOA. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To,  
The Registrar,  
Indian Institute of Technology Goa

**LETTER OF GUARANTEE**

WHEREAS Indian Institute of Technology, Goa (Client) has invited Tenders vide Tender No IIT Goa/C&EMD /2023/026 dated 09/10/2023 for 'Catering Services' AND WHEREAS the said tender document requires that any eligible successful tenderer (service provider) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of "**Registrar, Indian Institute of Technology, Goa**" in the form of Bank Guarantee for **₹7,50,000 (Rs. Seven Lakh Fifty Thousand)** (3% (three percent of the estimated value) and valid till **one year and extended period if any** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (service provider) failing to abide by any of the conditions referred in tender document / work order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Goa on demand and without protest or demur ----- (Rs. -----)

This Bank further agrees that the decision of Indian Institute of Technology, Goa (Client) as to whether the said Tenderer (service provider) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We,..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (service provider) and/ or Indian Institute of Technology, Goa (Client).

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed ₹----- (Rs. ----- ).
2. This Bank Guarantee shall be valid up to..... (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Goa serves upon us a written claim or demand on or before.....(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at .....  
(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

## PRE-CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of.....2023, between, on one hand, Indian Institute of Technology Goa, Acting through The Registrar, (hereinafter called the "BUYER/Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part **and** M/s. ....represented by Shri.....(hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Catering services at IIT Goa and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/ or any legally valid entity constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous body that comes under the Ministry of Education Government of India.

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this integrity Pact and agree as follows: **Section I -**

### **Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.



a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from the tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify, the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage, the exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidence within his/her knowledge concludes that there is a reasonable ground to suspect a violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Contractor(s)".

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/Contractor/Supplier can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## **Section 5 - Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

## **Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors**

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility of the adoption of the integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8 - Independent External Monitor**

(1) The Principal appoints a competent and credible Independent External Monitor for this pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/contractors as confidential. He/she reports to the Director, IIT Goa.

(3) The Bidder(s)/contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, IIT Goa and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Director, IIT Goa within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Director, IIT Goa, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, IIT Goa has not, within the reasonable time taken visible action to proceed against such offence

or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Director, IIT Goa.

**Section 10 - Other provisions**

(a) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(b) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement with their original intentions.

(c) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(d) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**Section 11 - Facilitation of Investigation**

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

**Section 12 - Law and Place of Jurisdiction**

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

**Section 13 - Other Legal Actions**

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**Pre-Contract Integrity Pact:**

The bidders will have to upload along with their offer, the duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on plain paper as per the format enclosed failing which their offer may not be considered. The tenderer should sign and stamp all pages of the Pre-Contract Integrity Pact with the name and designation of the

signatory and witnesses on the last page of the Integrity Pact.

Name of the Independent External Monitor(s) (IEMs) for this tender are as follows:

Sl. No.	Name of IEM(s)	Address	E-Mail Id
1	Dr. Parvez Hayat	B-4/69-A. Safadarjung Enclave, New Delhi - 110 029	Email: <a href="mailto:phayatips@gmail.com">phayatips@gmail.com</a>
2	Shri. Dinesh Kumar Batra,	G-1/106, Elegant House, Ramprastha Greens, Vaishali , Sector - 7, Ghaziabad - 201 012 (UP)	Email: <a href="mailto:dineshbatra11@gmail.com">dineshbatra11@gmail.com</a>

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). The e-mail or the envelope should carry the subject line “Complaint to the IEM regarding Tender”.

**Failure to confirm the above may render the offer liable for rejection without any further correspondence.**