

Institute of Infrastructure, Technology, Research And Management

(An Autonomous University established by Government of Gujarat).

IITRAM Campus, Parishkar Campus, Near Khokhra Circle,

Maninagar (East), Ahmedabad – 380026.

Phone: 079-67775430

E-mail: office@iitram.ac.in

Website: www.iitram.ac.in



Tender No. 2022/18

Providing Catering Services for IITRAM through Rate Contract

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Phone: 079-67775430, e-Mail: office@iitram.ac.in

Website: www.iitram.ac.in

Tender No.: 2022/18

Date: 21/06/2022

NOTICE INVITING TENDER

Sir/Madam,

1. Sealed Tender (Online – Two bids) are invited for “Providing Catering Services for IITRAM through Rate Contract”.
2. The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of two years (one year at a time) by IITRAM, Ahmedabad depending on requirement of the Institute and performance of the vendor/contractor/service provider.

The details of the tender are given below:

1.	Tender No	2022/18
2.	Type of Tender	Open Tender (Online - Two Bid System)
3.	Description of Work/Services	Online Sealed bids are invited on single stage two bid systems for “Providing Catering Services for IITRAM through Rate Contract” for a Period of One Year extendable by Two More Years on negotiated Terms & Conditions
4.	Tender Fee	Rs.17,700/- Including 18% GST (Rupees Seventeen Thousand and Seven Hundred Only) in favor of “ IITRAM ”
5.	Earnest Money Deposit (EMD)	Rs.5,40,000/- (Rupees Five Lakhs and Forty Thousand Only) in favor of “ IITRAM ”
6.	Online Pre-Bid Meeting Date and Time	28-06-2022 at 11:00 am
7.	Closing Date & Time of Online Bid submission (Technical & Financial Bid)	12-07-2022 till 05:00 pm
8.	Physical Bid Submission End Date and Time	14-07-2022 till 05:00 pm
9.	Technical Bid Opening Date & Time	18-07-2022 at 11:00 am
10.	Financial Bid Opening Date & Time	To be announced later through email
11.	Bid Validity	120 Days from opening of Technical Bid
12.	Performance Security & Submission Period	Rs.9,00,000/- (Rupees: Nine Lakhs Only) in favor of “ IITRAM ” Within 10 Days on receiving the award of contract.
13.	Correspondence Address	The Registrar (In-charge) Institute of Infrastructure, Technology, Research And Management IITRAM Campus, Parishkar Campus, Near Khokhra Circle, Maninagar (East), Ahmedabad – 380026. Email id – office@iitram.ac.in

The Institute invites quotations under two bid system in e-tender format. Interested bidders may download the tender documents from IITRAM website www.iitram.ac.in or from <https://education.nprocure.com>. Bidders need to submit all the necessary documents online and in physical form as mentioned in this e-tender through RPAD, Speed Post or in Person till the last date and time prescribed for submission. Hardcopy of Tender Document, EMD and other essential documents should be submitted on or before **14-07-2022 till 05:00 pm** in the office of the IITRAM, Room No. G2, Near Khokhara Circle, Maninagar (East), Ahmedabad-380026. Financial bid is to be submitted in electronic form only on (n)Procure site (<https://education.nprocure.com>).

3. The bidder has to submit Financial Bid/Price Bid (**SECTION - D**) online only at (n)Procure Website.
4. The eligibility criteria, Evaluation procedure and Special Instructions to the Bidders/Vendors of the tender are mentioned in **Section A** of the tender document.
5. The General terms and conditions for providing services are mentioned in **Section B** of the tender document.
6. The Scope of Work, Operational Norms and Conditions of the contract are mentioned in **Section 'C'** of the tender document.
7. Two Bid Systems will be followed in this tender. Bidders should take due care to submit online tenders in accordance with requirements in sealed cover/packet available in the online portal, (n)Procure website: <https://education.nprocure.com>. The tender documents are to be submitted in two parts as Technical Bid and Financial Bid.

The Technical Bid should include the following detailed information (7.1) to (7.7) as given below:

- 7.1 Name (As per Registration Certificate), correspondence address, telephone number and fax number/E-mail id of the bidder.
 - 7.2 Complete details of the company indicating the name(s) of the owner(s) and staff members. Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason thereof.
 - 7.3 Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Registration No., PAN, GST Registration No. & RPF/ESIC No. & Other required valid licenses)
 - 7.4 List of past clients indicating the value of the contract & duration of the contract. Were you or your company ever required to suspend catering services for a period of more than 03 months continuously after you commenced the catering services? If so, give the name of the contract and reasons thereof. OR/And have you or your constituent ever left the contract awarded to you incomplete? If so, give the name of the contract and reasons for not completing the contract.
 - 7.5 List of present clients' along with the contract value & commencement date.
 - 7.6 Photo copies of filed Income Tax Returns for the last three Financial Years (i.e., 2019-20, 2020-21 and 2021-22).
 - 7.7 Earnest Money Deposit of Rs.5,40,000/- (Rupees Five Lakhs Forty Thousand Only) and Tender Fee of Rs.17,700/- (Rupees Seventeen Thousand and Seven Hundred Only) must be submitted in the form of Demand Draft in a separate cover in favor of "IITRAM". Please mention tender number and name of the bidder on back side of DDs.
8. Document Download: The Non-transferable bidding documents for 'Providing Catering Services for IITRAM through rate contract', may be downloaded from (n)Procure Site <https://education.nprocure.com> and Institute's website i.e., www.iitram.ac.in (for reference only) **under section: OTHER, Subsection: Tender** as per the schedule as given in IMPORTANT DATE SHEET as under:

IMPORTANT DATE SHEET

Publishing Date of the Tender	21-06-2022
Bid Document Download/Sale Start Date	21-06-2022
Clarification Start and End Date	21-06-2022 to 01-07-2022 (During Office hours)
Online Bid Submission Start Date	21-06-2022
Online Pre-Bid Meeting Date and Time	28-06-2022 at 11:00 am
Online Bid Download End Date and Time	12-07-2022 till 05:00 pm
Online Bid Submission End Date and Time	12-07-2022 till 05:00 pm
Physical Bid Submission End Date and Time	14-07-2022 till 05:00 pm
Technical Bid Opening Date and Time	18-07-2022 at 11:00 am

9. Bid Submission:

Bids shall be submitted online only at (n)Procure website: <https://education.nprocure.com>

Tenderer/Contractor(s) are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the Annexure “For online submission of bids” on the (n)Procure website: <https://education.nprocure.com>

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

10. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s), director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.
11. Tenderer who has downloaded the tender from the Institute’s website i.e., www.iitram.ac.in and (n)Procure website <https://education.nprocure.com> shall not tamper/modify the tender document including downloaded Financial Bid template in any manner. If in case the same is found tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited and tenderer is liable to be banned from doing business with IITRAM.
12. Intending tenderers are advised to visit Institute website i.e., www.iitram.ac.in and (n)Procure website <https://education.nprocure.com> regularly till closing date of submission of tender for any corrigendum/addendum/ amendment.
13. The bidder has to submit the Technical Bid in two parts: (a) Technical details along with Forms A to D and (b) Tender Fee and EMD cover.
The “Financial Bid” to be filled as per Section D and should be submitted as ‘**Financial Bid**’.
14. The format of submission of Financial Offer /Bid is available as Section D, and should be quoted on per student per day basis (total of all four meals i.e., Breakfast, Lunch, Evening snacks & Dinner) for regular customers only. The figures are to be quoted in Indian Rupees including all and any taxes, duties or other levies, surcharges etc. Amendments should be avoided. However, if any amendments are there, should be duly initiated, failing which the offers are liable to be rejected. The walk-in price for each meal shall not be more than 25% higher than the corresponding meal for regular customers and shall be finalized subsequently with the selected vendor(s) before awarding the contract. Regular customers are defined as those who commit to all meals in a day for a minimum continuous period of fifteen days.
15. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particulars/query are not applicable in the case of the bidder, it should be stated as not applicable. However, the bidders are cautioned that giving the information in unclear

terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the bid being summarily disqualified.

16. The bids should be in computer printouts or neatly typed and submitted online complying with the guidelines of (n)Procure Portals. The bidder's name and signature should appear on each page of the bid document.
17. The bidder is advised to enclose any additional information, which he/she thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls it for.
18. Every page of the technical bid must be endorsed with seal and signature by the competent person.
19. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
 - 19.1 A sole proprietor of the firm or constituted attorney of sole proprietor
 - 19.2 A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - 19.3 Constituted attorney of the firm provided that;
 - 19.3.1 In case of 19.2 above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
 - 19.3.2 In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.
 - 19.3.3 A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he/she has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all Cost and damages arising from the cancellation of the contract including any loss which the Institute may have on account of execution of contract / intended contract.
20. At any time, before **12-07-2022, 05:00 PM** which is prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
21. The amendments may be notified through the (n)Procure Portal and Institute's website on or before **12-07-2022, 05:00 PM** which is prior to the date of submission of bids and these amendments shall be binding on the bidders. However, in order to allow the prospective bidders a reasonable time for taking the amendments into account while preparing their bids, the Institute may, at its discretion, suitably extend the deadline for submission of bids.
22. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 100% (hundred percent) of the Earnest Money deposited shall be forfeited. In exceptional circumstances, the Institute may request the bidders consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of a bid will not be allowed to modify his bid.

23. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate or any conditional bids are stipulated, without assigning any reason thereof.
24. The bidders, having represented the organization, should have the required professional skills, and personnel and technical resources, to provide the services on the terms and conditions set forth in this tender document. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Institute.
25. The bidder may seek detailed clarifications on technical & financial issues (if any) on the conditions of bidding document through e-mail (office@iitram.ac.in) addressed to the **Registrar (In-Charge), IITRAM, Ahmedabad latest by 01-07-2022, 05:00 PM.**
26. Tenders must be uploaded in Online Mode on e-procurement (n)Procure Portal on or before **12-07-2022, 05:00 PM.** Tenders will be opened on **18-07-2022, 11:00 AM.**
27. The EMD of the successful bidder/contractor will be returned without any interest after deployment of services (within 60 days) and on submission of 'Performance Security'. The earnest money of unsuccessful bidders will be returned to them without any interest within thirty (30) working days after awarding the offer to the successful bidder/contractor. **For further query regarding the EMD, vendor/bidder/contractor(s) are required to contact IITRAM through email: office@iitram.ac.in**

The Registrar (In-charge)

Room No. G2,

Institute of Infrastructure, Technology, Research And Management

Near Khokhra Circle, Maninagar (East), Ahmedabad – 380026.

Email id – office@iitram.ac.in

28. The bidder is expected to examine all instructions, forms, terms and conditions (specifications) in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarification.
29. Anyone or more of the following action/commission/omission are likely to cause summarily rejection of the bid:
 - 29.1 The Bid received after due date.
 - 29.2 Any bid not accompanied by required Earnest Money Deposit (EMD).
 - 29.3 Quotations from bidders without Tender Fee.
 - 29.4 Any conditional bid.
 - 29.5 Any bid in which rates have not been quoted in accordance with the specified formats/details as specified in the Bid Document.
 - 29.6 Any bids received without latest self-attested Income Tax documents (i.e., ITR-V) for the financial years 2019-20, 2020-21 and 2021-22.
 - 29.7 Any effort by a bidder to influence the Institute in bid evaluation, bid comparison or contract award decision.
 - 29.8 Any bid received with a period of validity shorter than 120 days.
30. The Online Tender / bid (i.e., technical bid) will be opened on **18-07-2022 at 11:00 am** at IITRAM Ahmedabad Premises. No separate information shall be given to individual bidders.
 - 30.1 Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the cited service(s).

- 30.2 In special situations, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the offer.
31. In case the tender is cancelled, the tender fee will not be refunded to the concerned bidder.
32. Award of contract:
- 32.1 The institute will award the contract to the bidder(s) whose quotation has been determined to be substantially responsive as described in the Evaluation Procedure {Section A, Point 2}.
- 32.2 Notwithstanding to the above, the institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all the quotations at any time prior to the award of contract.
- 32.3 The bidder(s) whose bid is accepted will be notified for the award of the contract by the Institute prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the contract.
- 32.4 Within 10 (ten) days of the receipt of the notification of the award of the contract from the institute, the successful bidder shall furnish Performance Security, an amount of **Rs.9,00,000/- (Rupees Nine Lakhs Only)**. Failure to comply with the above said requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. The amount of the EMD will be refunded without interest to the successful bidder within 30 (working) days on successful submission of Performance Security.
- 32.5 The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non-performance of any of such obligations shall make the bidder liable for all consequential effects.
- 32.6 The successful bidder(s) shall have to execute an agreement with the Institute on a non- judicial stamp paper of Rs.300/- (Rupees Three Hundred Only) or of the value as may be applicable at the time and commence the work within 30 days (working) from the date of award, failing which the Institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency, as it may deem fit.

SECTION A

1) Eligibility Criteria:

- 1.1 The applicant should have relevant License(s) (validity up to at least August 2023) to run catering services from concerned Govt. authorities.
- 1.2 The applicant should be in a catering business (excluding beverage and snacks services) for a minimum period of **three years as on 31-05-2022** to various organizations/institutions.
- 1.3 Experience of having successfully run the catering services during the last three years as per following (similar nature of work means the running of the canteens/hostel mess of educational institutions / professional organizations) with capacity of at least **200 persons (per meal)** on its dining strength and have a currently active establishment **within 200 kms from IITRAM Ahmedabad** (road distance). Bidders should have successfully completed at least **two contracts** of minimum one-year duration for providing catering services in the last two years to be reckoned from the date of opening of bids. To this effect bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number, type and quality of services), such as (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.
- 1.4 The bidder's annual financial gross turnover in catering services in each of the last three financial years, i.e., 2019-20, 2020-21 and 2021-22 duly audited by the CA should not be less than **Rs. 1.00 crore**. Moreover, the firm/company should not be a loss-making company in two of the last three financial years.
- 1.5 Relationship of key managerial positions (owner/promoters/directors) of the contractor/bidder with key managerial positions of IITRAM Ahmedabad will debar the contractor/bidder(s) from tendering. A non-relationship certificate (refer Form D) must be submitted along with the bid.
- 1.6 If any bidder/contractor(s) fails to meet any of the above eligibility criteria, he/she will be disqualified.

2) Evaluation Procedure:

The Technical and Financial Bid Evaluation of those bidders who meet the above eligibility criteria will be done by a committee constituted by the Institute as per procedure described below:

- 2.1 The received bids will be scrutinized by the committee and marks will be awarded on a scale of 50 on the basis of submitted documents (i.e., the background of the organization/bidder (s), previous work during the last three years and past experience in carrying out similar work/services, feedback from the current/previous users including performance certificates, turnover of the organization for last three years etc.). The detailed maximum and minimum marks for each criteria of technical bid are prescribed in Annexure-I of Section A.
- 2.2 On the basis of the technical bid accompanied by related documents, the committee will shortlist the bidder(s)/contractor(s) who comply with all the eligibility criteria and score a minimum of 25 aggregate marks for the criteria as described in Annexure-I of Section A. Upon shortlisting the bidder(s)/contractor(s), the authorized Institute representative(s) will visit one or more current running site(s) of the shortlisted bidder(s) for evaluation of services. The evaluation criteria for onsite-visit is placed at Annexure II.

- 2.3 Only those bidders will be considered as technically qualified bidder(s)/contractor(s) whose aggregate score equals or is more than 35 marks (Refer Annexure I) and whose onsite evaluation score is above 75 marks (Refer Annexure II).
- 2.4 The committee will recommend the name(s) of the technically qualified bidder(s)/contractor(s) for opening of financial bid and these technically qualified bidder(s)/contractor (s) will be informed through email only. No separate intimation shall be sent to individual bidder(s).
- 2.5 **After opening the financial offer(s) of the technically qualified bidder/contractor(s), the committee will consider the lowest bidder (L1) for award of work if the quoted rates and amount are found justified.**
- 2.6 The committee reserves its right to select or reject any or all of the bids mentioned above without assigning any reasons.

3) SPECIAL INSTRUCTIONS TO TENDERERS

- 3.1 The Institute shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs, charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.
- 3.2 The Contractor shall submit the bill/invoice of the previous month latest by the 10th of every month or fortnightly to the concerned officer of the Institute.
- 3.3 The contractor shall be levied penalty as per details spelled out in Point No. 5 of Section-B.

Annexure – I (Section A, Point 2.1)

Sr. No.	Parameters	Min Marks Required	Max. Marks
1.	<p>a) Experience of having successfully run the catering services during the last Three years as on 31-05-2022</p> <p>b) Bidders should have successfully completed at least two contracts of minimum one-year duration for providing catering services in the last two years to be reckoned from the date of opening of bids.</p>	Mandatory Requirement	
2.	<p>Average Financial Turn-Over (Gross)- (The bidder's average annual financial gross turnover in catering services during the last three financial years, i.e., 2019-20, 2020-21 and 2021-22 duly audited by the CA should not be less than Rs.1 Cr and should not be a loss-making company in two of the last three years. Maximum marks of 30 shall be given for turnover of 3.00 crores and more during the last 3 Financial years. For Annual Turnover between Rs.1 Cr and Rs.3 Cr, marks shall be given on a pro rata basis.</p>		15
3.	<p>Performance Certificate for each work (of at least 1-year duration) completed in the last three years and it should be certified by a responsible person(s) from the concerned organization(s). 10 marks for Good, 15 marks for Very Good and 20 marks for Excellent/Outstanding feedback. The final marks shall be awarded on the basis of average of all the performances. The bidder should provide a minimum of four (4) Performance reports for contracts successfully completed in the last 2 years (to be reckoned from the date of opening of bids).</p>	10	20

Annexure – II (Section A, Point 2.1)

Evaluation Criteria for On-Site Visit

Sr. No.	Authorized representative(s) of the Institute will visit the running site for on-site evaluation of the services and marks will be awarded on a scale of 100. Assessment criteria will generally be as under.	Max. marks (10 for each criteria)
i.	Grooming and personal hygiene of the catering staff	
ii.	Cleanliness, upkeep and hygiene of the cookhouse, stores and Dining Hall premises.	
iii.	Food Serving System and crowd management	
iv.	System of handling of complaints/feedbacks/suggestions by the Manager/ supervisor at the site	
v.	Quantity and quality of minimum stock of raw food items (grocery items/ingredients/vegetables/fruits) at site	
vi.	Waste management operations at the site	
vii.	Record-keeping and database system for diners (Preferably software-based)	
viii.	Quality and Taste of Food	
ix.	Attitude of catering personnel at the site during the inspection	
x.	Feedback of the third-party sources where the vendor is providing similar services	
	Total Marks (Out of 100)	

Note: The bidder/contractor who shall be shortlisted for on-site visit would be evaluated based on the criteria mentioned above. In order to qualify for being considered eligible for financial bid opening, the bidder shall have to score at least 75 marks (Out of 100 above).

SECTION – B
GENERAL TERMS AND CONDITIONS FOR SERVICES

1. DEFINITIONS:

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT:

Shall mean a written CONTRACT signed between IITRAM Ahmedabad and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 IITRAM Ahmedabad (IITRAM):

Shall mean Institute of Infrastructure, Technology, Research And Management Ahmedabad, Gujarat, India and shall include its legal representatives, successors and permitted assignees.

1.3 SITE:

Shall mean the place in which the operations/services are to be carried out or places approved by IITRAM for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 IITRAM AHMEDABAD'S REPRESENTATIVE:

Shall mean the person or the persons appointed by IITRAM Ahmedabad from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by IITRAM Ahmedabad and shall include its authorized representatives, successors and permitted assignees.

1.6 CONTRACTOR'S REPRESENTATIVE:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the IITRAM Ahmedabad as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.7 CONTRACT PRICE:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by IITRAM Ahmedabad and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on IITRAM Ahmedabad for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by IITRAM Ahmedabad.

1.8 DAY:

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.9 SERVICE:

Shall mean and include cited services (catering) which CONTRACTOR is required to provide to the IITRAM Ahmedabad for/under the CONTRACT and amendments thereto.

1.10 FACILITY:

Shall mean all property of the IITRAM Ahmedabad owned or hired by IITRAM Ahmedabad.

2. DURATION OF THE CONTRACT:

The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of two years (one year at a time) by IITRAM Ahmedabad depending on requirement of the Institute and performance of the vendor/contractor/service provider.

3. NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

CONTRACTOR’S REGISTERED OFFICE AND ADDRESS

4. DUTIES AND POWER /AUTHORITY:

4.1 The duties and authorities of IITRAM’s representative are to act on behalf of the Institute for:

- a) Overall supervision, coordination and Management
- b) Proper utilization of the services.
- c) Commenting/ countersigning on reports made by the Contractor’s representative at site in respect of services, receipts, etc. after satisfying himself/herself with the facts of the respective cases.
- d) The Institute representative shall have the authority, but not any obligation at all times and any time to inspect/test/examine/ verify any service(s), tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work at any point of time. Hence, the overall responsibility of quality of services shall rest solely with the CONTRACTOR.
- e) Each and every document emerging from service in support of any claim by the contractor has to have the countersignature/ comments of IITRAM’s representative without which no claim will be entertained by IITRAM.

4.2 CONTRACTOR’S REPRESENTATIVE:

- a) The CONTRACTOR’s representative shall have all the powers requisite for the performance of the works.
- b) He shall liaise with IITRAM’s representative for effective coordination and timely execution of the required services.

5. PENALTY POINTS

Penalties for violation or rules, terms and conditions

As and when **Mess Management Committee** proposes a fine, they will inform the representative of the Contractor, and the fine will be imposed by the Institute on recommendation of the Student Section. The Contractor shall be fined for not adhering to the agreed terms as per the following rules. GST as applicable will be charged extra on the fine amount.

- a) Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs.5,000/- on the Contractor.
- b) Each instance of not generating a bill for a transaction, would invite a fine of Rs.2000/-.
- c) Each instance of complaint of an insect/foreign object cooked along with food or found in a food item would invite a fine of Rs.2,000/- on the Contractor.
- d) Three or more complaints within a two-week period of insects and/or foreign object cooked along with food or found in any food item would invite a fine of Rs.10,000/- on the Contractor.
- e) Each instance of complaint of a foreign object that is deemed dangerous by the Student Section would invite a fine of Rs.10,000/- on the Contractor.
- f) Three or more complaints of unclean utensils/hygiene failure within a two-week period would lead to a fine of Rs.10,000/- on the Contractor.
- g) If Student Section agrees that a certain meal was not cooked properly then a fine of Rs.5,000/- would be imposed on the Contractor.
- h) If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch or dinner, and 10 minutes for breakfast or tea & snacks, then a fine of Rs. 5,000/- would be imposed on the Contractor. The timings for that meal will be extended equivalent to delay time.
- i) Changes in the menu of any meal without permission of Student Section would result in a fine of Rs.5,000/- on the Contractor.
- j) The quality of milk served must satisfy the highest standards of purity. Inappropriate quality and dilution of milk shall attract a penalty of Rs.5,000/-.
- k) Each instance of unprofessional behavior (lack of personal hygiene of staff, consumption of prohibited substances, spitting of gutkha/pan masala etc, misbehavior by workers/unclean utensils etc. as determined by the Student Section etc.) will lead to fine of Rs.5,000/- on Contractor.
- l) Mess staff members are not allowed to use any part of the mess premises for any other purpose. Mess staff members are not allowed to sleep in the mess premises at any time. Each instance of violation will lead to a fine of Rs.5,000/- on the Contractor.
- m) Not maintaining records of regular customers would invite a fine of Rs.2000/-.
- n) Absence of proprietor or his representative empowered to take decision from Student Section meetings on due invitation (which will be held approximately once every month) will attract a fine of Rs.10,000/- on Contractor.
- o) As and when Student Section proposes a fine, they will inform the representative of the Contractor or mess manager, and the fine will be imposed by the Institute in consultation with the Student Section.
- p) Using of brands not mentioned in the contract without prior permission and/or adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Student Section. Any failure/delay in remitting the monthly Infrastructural/Convenience Charges by the due date would attract a penalty as decided by the Student Section.
- q) For any rules stated in the agreement,
 - First violation of the rule implies fine as per the rule. However, in exceptional cases where the nature of violation is of serious nature, the Student Section may propose higher fines than those indicated above.
 - Second and subsequent violations of the same rule within 30 days of previous fine will be 50% added to the initial amount of fine on the Contractor.
 - If any of the above rules are violated 10 times within one quarter (taken as a total) the Contractor would be liable for automatic disqualification, and the contract may be terminated. However, this is not the only criteria for termination. The Institute reserves the right to terminate the contract at any time, considering the frequency and seriousness of the violations.

6. CONTRACT DOCUMENT:

6.1 Governing Language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

6.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between IITRAM and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

6.3 Modification in Contract:

All modifications leading to changes in the CONTRACT with respect to technical and/or financial aspects, including terms of delivery, shall be considered valid only when accepted in writing by IITRAM by issuing an amendment to the CONTRACT. IITRAM shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

6.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of IITRAM, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

6.5 Waivers and Amendments:

- a) Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- b) Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the directives to be furnished by IITRAM which may be amended from time to time by reasonable modifications as IITRAM sees fit.

7. TERMS OF PAYMENT

7.1 IITRAM shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work, Operational Norms and Conditions (Section C), as per the price Schedule (Section D). The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

7.2 All Bills along with relevant supporting documents shall be submitted to the Registrar, Institute of Infrastructure, Technology, Research And Management, Maninagar (East), Ahmedabad – 380026.

7.3 Invoices with original supporting documents duly countersigned by IITRAM representative wherever applicable will be submitted on fortnightly basis by the CONTRACTOR to IITRAM and payment shall be made within 30 (thirty) calendar days from the date of receipt of clean invoice at the above office.

The original invoice should also accompany the following documents/details:

1) Along with first invoice:

Following documents / details should be invariably furnished along with the first invoice:

- a) Copy of valid Registration certificate under the GST rules.
- b) Particulars required for making payments through Cheque in accordance with the clause on 'MODE OF PAYMENT' of bid document.
- c) Mobile No.
- d) e-mail ID (If any)

2) Periodical / Monthly payment:

- a) Invoice (i.e., Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST registration number, Service Classification, Rate and amount of GST shown separately).
- b) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

7.4 In the event of any dispute in a portion or whole of any invoice, IITRAM shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 60 days of such settlement.

8. CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:

8.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of IITRAM. IITRAM may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's services, labour, materials and services under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

8.2 Notice of Claims:

CONTRACTOR or IITRAM, as the case may be, shall promptly give the other notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

8.3 Taxes:

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including. Corporate and personal taxes levied or imposed on the CONTRACTOR on account of payments received by it from IITRAM for the work done under this CONTRACT. The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, vendors, consultants etc. on account of payment received under this CONTRACT.

It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

The GST invoices should invariably contain the following particulars:

- (i) Name, Address and the Registration Number (under the relevant Tax Rules) of the Service

Provider (Contractor)

(ii) Name and Address of the Service Receiver (Address of IITRAM).

(iii) Description, Classification and Value of taxable service and the amount of applicable tax separately indicating Education Cess and Secondary & Higher Education Cess, wherever applicable)

8.4 Corporate Taxes:

8.4.1 The CONTRACTOR shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time. The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by IITRAM for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT.

8.4.2 Tax shall be deducted at source by IITRAM from all sums due to the Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

8.4.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, it is required to furnish his Permanent Account Number (PAN) which is mandatory to the person responsible for deducting tax at source.

8.4.4 For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, IITRAM shall not take any responsibility whether financial or otherwise.

For lapses, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, IITRAM shall not take any responsibility whether financial or otherwise.

9. PERFORMANCE:

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all- reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of IITRAM and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 3 days upon the receipt of written notice from IITRAM to improve their performance failing which IITRAM may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

10. PERFORMANCE SECURITY:

The CONTRACTOR shall furnish to IITRAM within 10 days from the date of Award of contract, Performance Security in the form of (1) Demand Draft of any Schedule Bank, (2) Bank Guarantee of any Nationalized Bank or Bank Approved by Finance Department GR No. EMD/10/2013/655/DMO dated 31/03/2014, (3) FDR of Nationalized Bank for the period Contract plus additional two months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement or in the event of termination of the contract under provisions of this contract and /or in respect of any amount due from the CONTRACTOR to IITRAM, IITRAM shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to IITRAM on demand.

11. DISCIPLINE:

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workmanlike manner according to good practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and shall abide by and conform to all rules and regulations

promulgated by IITRAM governing the operations. Should IITRAM feel that the conduct of any of CONTRACTOR or contractor's employees is detrimental to IITRAM's interest, IITRAM shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by a competent qualified person at CONTRACTOR's cost.

12. SAFETY AND LABOUR LAWS:

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by IITRAM shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking or consumption of alcohol/any other prohibited substance shall be permitted while on duty by any of contractor's personnel in IITRAM premises or during work hours.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

13. VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER

All contracts involving deployment of Contractor's manpower within IITRAM's premises the Contractor shall submit the following documents to IITRAM prior to the start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the personnel proposed to be deployed by their firm at IITRAM is/are impeccable.
- (ii) Undertaking from the Contractor that their firm has scrutinized the previous working of the person(s) proposed to be deployed by them at IITRAM and there is nothing adverse as regards to their character and antecedent.

14. SECRECY:

CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by IITRAM, divulge or grant access to any information about the work. CONTRACTOR shall not also destroy any report, note or any other document to the operation/ work required by IITRAM. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

15. STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.

16. INSURANCE:

- A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. IITRAM will have no liability on this account.
- B) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish IITRAM with of insurance indicating (1) kinds and amounts of insurance as required

herein (2) effective and expiry dates of policies (3) that IITRAM shall be given thirty (30) days written advance notice of any material change in the policy (4) waiver of subrogation endorsement has been attached to all policies and (5) the territorial limits of all policies. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India.

- C) Deductible: - That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.
- D) CONTRACTOR shall require to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

17. INDEMNITY AGREEMENT:

17.1 Indemnity by Contractor:

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified IITRAM, (other than the CONTRACTOR) and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments' and fines/penalty arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from:

- a) Personal injury, illness or death of:
 - i) Any of CONTRACTOR or CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of IITRAM); and
 - ii) Subject to clause 17.1 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel and iii) loss or damage to: any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subject to clause any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel.

18. TERMINATION

18.1 Termination on expiry of the Contract

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless IITRAM has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

18.2 Termination on account of Force Majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 23 (Section B).

18.3 Termination for Unsatisfactory Performance

If IITRAM considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, IITRAM shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. IITRAM shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by IITRAM.

19. SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

SECTION C

SCOPE OF WORK, OPERATIONAL NORMS AND CONDITIONS

- 1) The Contractor shall not make any addition, variation or alteration in the IITRAM premises or any part thereof.
- 2) The specified premises for operation of mess services shall be used only for the purpose of operation of catering services, namely breakfast, lunch, snacks and dinner for the students, employees, guests of the Institute and for no other purpose/business. The contract shall not reside and shall not permit anybody else in the mess premises.
- 3) The Institute shall provide to the Contractor kitchen equipment, furniture, fittings etc. and the Contractor will execute a proper receipt in favour of the Institute in respect of all such articles given by the Institute.
- 4) The Institute shall provide necessary equipment/apparatus in serviceable condition and the Contractor is obligated to return the same to the Institute in good serviceable condition at the expiry of the term of the contract. Any damages caused thereof, shall be borne by the Contractor on revocation/termination of the Agreement.
- 5) The Kitchen equipment etc. set out here in above shall be carefully maintained by the Contractor at his own cost and any damage arising there due to improper, negligent use shall be reimbursed by the Contractor to the Institute.
- 6) The Mess Management Committee (Student Section) of the Institute shall oversee the overall functioning of the dining halls. The Student Section Consists of nominated students, staff and faculty of IITRAM and decisions taken by the said committee for issues with regard to the mess shall be final and binding on the contractor.
- 7) The list of existing kitchen equipment and utensils provided at each of the dining halls is available with the Mess Management Committee (Student Section) of IITRAM. If the contractor requires additional utensils/kitchen equipment, it may be provided on recommendation of Student Section at the sole discretion of the Institute.
- 8) The Contractor shall render, at the end of every three months an account of kitchen equipment, furniture, fittings etc. given to him by the Institute and Student Section /any officer duly authorized by the Institute shall have the right to inspect and check such kitchen equipment, utensils, furniture, fittings etc. at any time.
- 9) The Contractor shall not have the right to remove/carry any item/equipment supplied by the Institute outside the Institute premises either for the purpose of repairs or otherwise without the express permission in writing from the Student Section.
- 10) The Institute will not be responsible for the materials of the Contractor kept in the premises and it will be the responsibility of the Contractor to keep watch on his premises and Institute will not be responsible in any way for loss or damage.
- 11) (a) The mess timings are as follows:

Breakfast	: 08:00 AM to 10:00 AM (Sat/Sun - 8:15 AM to 10:15 AM)
Lunch	: 12:30 PM to 2:30 PM
Evening snacks	: 05:00 PM to 6:30 PM
Dinner	: 08:00 PM to 9:30 PM

Further, any change in the existing schedule will be undertaken only after obtaining written permission from the Student Section.

(b) The monthly menu and any other requirements/ provisions will be decided in consultation and agreement with the Student Section. The Institute at its sole discretion reserves the right to regulate, limit or eliminate the sale of extra food items (if any) provided by the Contractor.

(c) The Institute reserves the right to cancel one lunch or one dinner in a week, or (alternatively) ask for one special meal (high-lunch or high-dinner) per week with sufficient advance notice. If the lunch/ dinner is cancelled, the caterer cannot bill that particular meal to the Institute. However, in lieu of the cancelled meal, the caterer is allowed to run the mess in cafeteria mode to offer a few special items on payment basis to any customer. If the high-lunch or high-dinner option is exercised, the rates for these would be decided as per mutual agreement. These rates must be reasonable, and should be competitive with prices of comparable menus of caterers'/ service providers in the market.

- 12) Interested bidders can visit the premises after contacting the Student Section Office, IITRAM to see the layout of kitchen and dining areas.
- 13) **Cost of PNG and/ or other cooking gas as well as Electricity shall be borne by the Contractor. Institute will supply water for mess operations free of cost. However, the usage of water will be closely monitored for excess use/misuse and can be regulated if the Institute deems necessary to do so.**
- 14) **The Contractor shall be liable to pay the license fee regularly by 10th of each successive month. The monthly license fee is presently at the rate of Rs.25,000/- (Rupees: Twenty Five Thousand Only) per month for the canteen space which however, shall be subject to change from time to time at the discretion of the Institute.**
- 15) The Contractor shall not part with possession of the said premises or any part thereof or allows anyone else to use the same for any business or purpose whatsoever. The contractor shall not make any addition, variation or alteration in the said premises or any part thereof.
- 16) The Contractor shall be responsible to follow all statutes, laws, by-laws, norms and rules (set by local, state and central governments and the Institute from time to time) for storage and handling of food products and cooking material (including hazardous and / or inflammable or combustible goods or substances or articles). The Contractor is obligated to keep themselves informed of any changes in the above laws, norms, rules and statutes and the Institute will not bear any responsibility for this.
- 17) The Contractor shall make good any damage of any kind whatsoever caused to the said premises or any part thereof or to any other part of the Institute Campus including road and infrastructure of said building on account of any act or omission either of the Contractor or any of his employees or any of the Contractor's visitors irrespective of whether the damage caused is willful or accidental.
- 18) The Contractor shall remove himself/herself from the said premises with all his/her belongings and leave it entirely vacant within 7 days on revocation or termination of the license, but subject to what is stated herein above.
- 19) The Contractor shall observe all Municipal and Government Regulations in force from time to time in relation to the use of the said business and be responsible for any violation of any such rules.
- 20) The Contractor shall not become a cause of nuisance or annoyance in any way either to the Institute or to other occupants of the building in the campus and it is agreed that the decision of the Institute whether the Contractor has caused nuisance or annoyance shall be final and conclusive and the Contractor shall not question or challenge the said decision of the Institute.
- 21) The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.
- 21) The Contractor shall use weighing balance, weights and / or measures which have been verified by comparison with the standard weights or measures and stamped in accordance with the provisions of the Weights and Measures Act, 1932 as amended from time to time.
- 22) The Contractor must have the appropriate licenses such as Food Safety license, Registration/Gumastadhara, Commercial Tax License and any other such Government license/permits mandated/required by the government and local authorities for operating such a venture. The contractor shall make these details available to IITRAM. The contractor shall abide by all the terms of the license permits issued to the Contractor.

- 23) The Contractor will take appropriate safety measures including against outbreak of fire and will be held responsible in case of such an incident occurring.
- 24) The Contractor will not sell any alcoholic beverages/cigarettes/or any other prohibited substance nor permit any person to bring it from outside for the purpose of drinking/ smoking / unauthorized items / products/ prohibited substance (s) along with other food articles, which may be sold. The Contractor shall also ensure that his/her employees do not consume any prohibited substance and gutkha/pan masala and similar items at the Institute premises.
- 25) The Contractor shall comply with all the provisions of the Employees State Insurance Act, 1948, the Employees Provident Funds Act, 1952, the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules there under, Minimum Wages Act and any other Acts/ Rules that may be applicable to him/her from time to time and he shall keep the Institute indemnified against all liabilities and responsibilities for the Contractor's non-compliance of the provisions of the said Acts, and schemes and in particular, laws governing employer- employee relations in respect of the staff engaged by the Contractor.
- 26) The Contractor shall maintain records and registers and submit returns and shall pay contributions in accordance with the said Acts in respect of the employees employed by him for the above purpose.
- 27) In case of Death/Insanity/Insolvency or any kind of condition wherein the Contractor puts himself where he is not able to run the business, his legal heirs or authorized person may operate/provide the contracted services till the expiry of the original contracted period at the sole discretion of IITRAM.
- 28) The permission granted to the Contractor shall not create any tenancy or proprietary rights or any other interest in the IITRAM premises, which shall continue to be in the exclusive ownership, control and possession of IITRAM; but gives a mere license to use the said premises subject to what is stated herein above.
- 29) It is agreed that the Contractor shall not assign or part with and / or transfer their interest under the Agreement signed.
- 30) The relationship between IITRAM and the Contractor is on a principal to principal basis and nothing in this Agreement creates, or should be construed to create, a relationship of a partnership or a joint venture or an association of persons or an owner and an agent between the two parties.
- 31) The Institute shall through the period of the signed agreement have full control over the said premises and every part thereof. The Institute shall act through its Estate Officer or any other officer duly authorized on his behalf in connection with the said agreement or anything to be done there under.
- 32) In the event of the Contractor being involved in any litigation or dispute arising out of any act or omission on the part of the Contractor. It is agreed that the Contractor shall indemnify and save harmless the Institute against all losses, claims, damages and costs incurred by the Institute.
- 33) IITRAM will not be the principal employer to any dispute between the Contractor and their employees/ agents/ users. If the Institute is still involved and incurs expenditure in any such legal proceedings, the Institute will recover the same from the Contractor.
- 34) The contractor shall not throw any refuse or garbage or any dirt at any location inside or outside the Institute campus. All kinds of waste generated by the Contractor are to be segregated and disposed of as per directives given by IITRAM Office from time to time. Further, as the IITRAM is a green campus the Contractor shall ensure that there is no use of disposables. However, in exceptional circumstances, if it becomes necessary, only environmentally friendly disposables are to be used, but with prior permission of Student Section.
- 35) The Contractor shall maintain the mess premises, furniture, utensils, crockery and cutlery in clean and hygienic condition to the satisfaction of the Student Section. The decision of the Student Section in this respect shall be final. Housekeeping/ Sanitary equipment and consumables will be the responsibility of the Contractor.

- 36) The Contractor shall not do or omit to do any act, which may invalidate or in any way affect the issuance on the Institute's said property or which may render the Institute's liability to pay extra or excess insurance premium.
- 37) The Contractor shall allow the Institute, its employees, students or authorized agents at all times to enter upon and to view the said premises and the condition thereof. The plan for housekeeping of the mess premises should be approved by the Student Section. It is expected that there should be at least two appropriately trained employees dedicated for housekeeping work present at all times to take care of cleanliness and hygiene at dining halls and kitchen area and these will not include staff engaged in any other activity including washing of utensils.
- 38) All possible measures must be taken up to ensure hygiene in the kitchen and dining halls. These include the provision of ample Liquid soap for hand wash at basins, hand gloves and caps for mess workers and other measures as advised by the Student Section.
- 39) The Contractor shall keep the said premises in a proper manner and the Institute shall from time to time carry out the necessary repairs and minor maintenance work of civil and electrical nature in consultation with the Student Section.
- 40) The Contractor shall, at his own cost, maintain adequate stocks (one week running stock of non-perishable items minimum) of food-grain, grocery and other eatables for the satisfactory and efficient running of the mess. The quality of the foodstuffs and eatables shall be as per the standards specified by the Institute and as mentioned at Annexure- A of Section C and the same will be subject to inspection by Student Section.
- 41) During regular semester days, a list of students assigned to the particular dining hall will be provided to the Contractor from time to time. For planning purposes, this list is likely to include max 300 students to each mess for each meal (breakfast, lunch, snacks and dinner); however, the Institute, through Student Section at its sole discretion, reserves the right to assign more/ fewer students to the particular mess at any time (with two days' notice). The Contractor is responsible for controlling access of the students to the mess as per the list provided. The contractor must maintain records of the number of regular customers eating at the mess and must share this data with the Institute when demanded. In addition to student's number mentioned above, faculty, staff, contractual staff, post-doctoral scholars, research scholars, guest students, guest researchers, employees of Institute Contractors etc. may avail of the mess facility on a regular or walk-in basis, and the charges for these personnel are to be the same as approved by Student Section from time to time. Further, the IITRAM community members shall have the facility to avail the mess facility at concessional rates (as applicable to the students) on prior intimation to the respective mess Contractor with an advance payment of at least 15 days.
 - (a) The list of students mentioned above will be valid for regular semester days only (Semester I & II of each Academic Year at the Institute). The Contractor should refer to the academic calendar on the Institute website <http://www.iitram.ac.in> for details about semester days. The Contractor shall bill the Institute only for these regular semester days on a per meal per day basis based on the actual student strength assigned to the respective mess.
- 42) The Contractor may also be consigned to provide other catering services inside the Institute campus at various meetings, occasions and/ or functions by authorized persons. Such services must be provided with utmost standards of hygiene and quality, and at mutually agreed rates. The rates for such catering services shall be reasonable and must be comparable to the charges applicable for walk-in guests with a small premium for service. The same shall be mutually discussed and agreed upon by the Contractor and the designated Institute officials.
- 43) The Institute expects professionalism in all aspects of mess operations from the Contractor. This includes quality of raw materials and food, professionalism in service and conduct of staff in dealing with students, staff & faculty. Punctuality of mess timings and hygiene should be of the topmost quality. The above will be maintained by the Contractor and will be monitored by the Student Section. Fines for violations will be levied according to Point 5 of Section B. Further, considering the frequency and severity of violations, the Institute (in consultation with the Student Section) may choose to terminate the agreement.

- 44) The Contractor will provide uniforms to his/her employees employed in the dining hall at his own cost and will not be borne by the Institute. The uniforms should be clean and in presentable condition at all times. Washing/ Laundry charges will be borne by the Contractor. Design of these uniforms will be approved by the Student Section/ authorized officer. No employee will be allowed to enter any part of the dining hall premises if not in uniform.
- 45) The Contractor shall ensure that the wages paid to their employees are not below the minimum wages as applicable from time to time and the Institute shall not be liable to bear any part of the increase, if any, in the minimum wages during the term of the contract.
- 46) The Contractor agrees to cover all employees engaged by them under ESI as well as EPF as per provisions of Acts. And shall submit necessary records and returns in proof of compliance of these statutory enactments to the Institute. Contractor further agrees to defend, indemnify and hold the Institute harmless from any liability or penalty which may be imposed by the central, state, local or other statutory authority for any alleged violation of labour enactments or other enactments, by the Contractor.
- 47) The Contractor shall be wholly responsible for payment of any and all Taxes/Cess that are applicable including but not limited to commercial property tax, goods and service tax, sales tax, service tax duties, Swachh Bharat Cess and Krishi Kalyan Cess under the existing or future Laws, acts, Rules, Orders, Notifications etc., issued by the Central or State Governments or any local authority, or body in respect of or in connection with supplies and that IITRAM shall not be liable to pay such taxes, rates, duties etc., whether existing or which may accrue in future.
- 48) IITRAM shall have no liability in any case to compensate the Contractor due to natural calamities or for reasons beyond the control of the IITRAM.
- 49) In case of legal dispute arising out of or relating to this Agreement or breach, or the
- 50) invalidity thereof, shall first be attempted to be settled by discussions. If the same is not resolved through mutual discussions, then the same shall be referred to the sole arbitration of the Director General of IITRAM or any person nominated by him. The decision of the Arbitrator shall be final and binding on both the parties. All disputes are subject to Ahmedabad jurisdiction only.
- 51) The Institute shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.
- 52) The Institute shall handover the existing kitchen equipment, infrastructural set-up and utensils to the Contractor in a serviceable condition at the commencement of the agreement. Further, the expenditure on maintenance and repair/replacement of any unserviceable kitchen equipment within the agreement period shall be borne by the Contractor.
- 53) Any request from the Contractor to increase the agreed price as per the current contract will be subject to the sole discretion of the Institute based on recommendations of the Student Section.
- 54) The Contractor shall provide the customers facility for digital payment via BHIM App digital wallets, credit/debit card etc.

ANNEXURE-A

Permissible brands of specific consumables

Item	Representative Brands
Salt (+F Only)#	Ankur, Tata Salt Plus, Amma Salt or equivalent
Grind Spices (Including Chilli powder, Turmeric powder, Coriander powder, Cumin Powder, White pepper powder, Asafoetida)	MDH, Everest, Ramdev
Whole Spices (Bay Leaf, Aniseed, Cardamom, Carom Seed, Cinnamon, Clove, Coriander seeds, Fenugreek, Brown Mustard seed, Sesame, Fennel Seed, Star Anise, Black pepper, Kasoori Methi)	Brand approved by FSSAI
Other Spices (garam masala, gravy masala, pav- bhaji, sambhar masala, dabeli masala, chat masala)	MDH / Everest/TATA Sampann/Badshah
Ketchup	Maggi, Kissan, Heinz
Cooking Oil (Refined Sunflower oil) (+F Only)	Dhara, Sundrop Fortune, Saffola or equivalent
Pickle	Mother's recipe, Priya, MTR
Wheat Atta (+F Only)	Ashirwad Chakki Atta, Annapurna, Patanjali or equivalent
Papad	Lijjat, Haldirams
Butter	Amul, Britannia, Govardhan
Bread	Modern, Kwalitiy, Britannia, Amul
Jam	Kissan, Maggi
Ghee	Amul, Govardhan
Shrikhand	Amul, Vipul Dudhiya (local brand)
Milk (+F Only)	Mother Dairy, Amul, Kwalitiy, Purabi, Nestle or equivalent
Paneer	Amul, Madhur, Jain Dairy
Tea	Brooke Bond, Lipton, Wagh-Bakri
Coffee	Nescafe, Sunrise, Bru
Rice (Basmati) (+F Only)	Asbah, Daawat Rozana or equivalent

Dal	Sources proposed by vendor, approved by committee
Ice-Cream	Amul, Mother Dairy, Havmor
Chocolate health drink	Bournvita, Boost
Choco powder	Amul, Cadbury, Funfoods, Hersheys
Chili / Soya sauce	Chings, Funfoods, weikfield
Vinegar	Chings, Funfoods
Baking powder	Funfoods, Weikfeild, Cadbury
Fruit Crush/pulp	Mapro, Mala's , Guruji
Pasta & Macroni	Chings/Barilla, Funfoods, Borges, Weikfield, Bambino
Noodles	Chings/Barilla, Del Monte, Borges, Weikfield
Olive oil	Oleev Active, Figaro, Borges, Borilla
Coconut Powder	Maggi, Patanjali
Baking Soda	Weikfield, Crown
Corn flakes	Kellogg's, Nestle, Kwaliti
Namkeen	Haldiram's, Balaji, Bikaner
Besan	Gaay Besan, MTR, Ramdev
Maida	Uttam,-Kitchen King, MTR, Ashirvad
Instant soup	Chings, Knorr
Instant snacks	Gits, Uttam, MTR

(+F indicates fortified products approved by FSSAI)

Note: The Contractor may use other brands (FSSAI/AGMARK approved) only if permitted by the Student Section in writing. Further, in special rare cases due to wholesale/ retail market factors outside the control of the Contractor, the Contractor may request to use alternate brands for one or two meals on emergency make-shift basis to a designated officer/ Convener Student Section. These brands may be used as approved on a case-to-case basis for a limited number of meals only.

ANNEXURE-B

Sample Menu

Item	Representative example
Breakfast	
One Indian Breakfast item	Aloo Paratha/ Mix Veg Paratha/Paneer Paratha/Poha/ Uttapam/ Methi Paratha/ Medu Vada/ Masala Dosa/ Idli/ Puri-Aloo
Sides	Pickle + Curd/ Chutney + Sambar/ tomato, onion and lemon pieces with sev
Breads with butter and preserves	White bread/ brown bread/ fruit bread/ bun
	(Butter + Mixed fruit jam)/ (Butter + Orange Marmalade)
Fruit	Banana/ Apple/Pineapple/Papaya slices/ mixed fruit pieces/ fresh seasonal fruits (whole or cut)
Fresh Sprouts (3 days a week)	Moong, mixed green sprouts
Cereal	Cornflakes
Hot Beverage	Hot Milk + Tea + coffee powder + chocolate health drink powders (Bournvita/Boost/Branded Chocolate power)
Lunch	
Salad	3 bean salad/ onion + tomato salad/ black-eyed bean salad/ Cucumber salad/ Chickpeas salad/ Sprout salad
Roti	Roti/Bhatura/Puri
Dal	Dal Fry/ Dal Makhani/ Dal Dhaba/ Dal Tadka/ Rajma/ Dal Miloni/ Kadhi Pakoda/ Gatta Kadhi/ Moong dal/ Methi Dal
Rice	Jeera rice/ Plain rice/ Pulao/ Biryani
2 Indian Vegetable Dishes (usually 1 dry and 1 gravy)	Aloo gobhi, aloo matar, aloo beans, or aloo + other seasonal veg / Kofta Curry/ Bhindi Jaipuri/ Turiya/ Baingan Bharta/ Veg Kofta/ Sev Tamatar/ Gilki/ Pumpkin/ Aloo Onion/ Pindi Chole/ Jeera Aloo/ Aloo Beans/ Tawa mixed vegetable
Curd preparation	Plain curd/ Mishti Dahi/ Vegetable Raita/ Boondi Raita/ Chaas/ Lassi
Crunchies	Fryums/ Papad
Pickle & Sides	Mixed vegetable pickle/ Mango pickle/ Lemon pickle + Fried mirchi + Lemon slices

Tea & Snacks	
Hot Snack item	Samosa/ Veg Noodles (Maggi or Chinese)/ Bhel Puri/ Mix Pakoda/ Veg Sandwich/ Vada Pav/ Pani Puri/Pasta/Cheese Balls / Spring Rolls
Sides	Ketchup/ Tamarind chutney/ Pudina chutney/ Kala chana/ Onion + Sev
Hot Beverage	Hot Tea + Hot Coffee +Hot Milk
Cold beverage	Cold Coffee + Lemon water or equivalent

Dinner	
Salad	3 bean salad/ onion + tomato salad/ black-eyed bean salad/ Cucumber salad/ Chickpeas salad
Roti	Roti/Bhatura/Puri
Rice	Jeera rice/ Plain rice/ Pulao/ Biryani
Dal	Dal Fry/ Dal Makhani/ Dal Dhaba/ Dal Tadka/ Rajma/ Dal Miloni/ Moong dal/ Methi Dal/ Arhar dal/ Chana Dal/
Curd	Plain curd/ Mishti Dahi/ Vegetable Raita/ Boondi Raita/ Chaas/ Lassi
1 Indian Vegetable Dish	Aloo gobhi, aloo matar, aloo beans, or aloo + other seasonal veg / Kofta Curry/ Bhindi Jaipuri/ Turiya/ Baingan Bharta/ Veg Kofta/ Sev Tamatar/ Gilki/ Pumpkin/Aloo Onion/ Pindi Chole/ Jeera Aloo/ Aloo Beans/ Tawa mixed vegetable/ & Paneer preparation
Pickle & Sides	Mixed vegetable pickle/ Mango pickle/ Lemon pickle + Fried mirchi + Lemon slices
Dessert (Fixed dessert portion size approximately 120-150 ml)	Gulab Jamun/ Moong Dal Halwa/ Gajar Halwa/ Kheer/Custard/ Ice cream/Rasgulla/Mohanthal

REPRESENTATIVE MESS MENU

The final weekly menu for a period of at least one month will be decided from time to time and shall be informed to the Contractor at least one week in advance. It is to be noted that on some days the menu pattern may be different from the sample menu indicated above (e.g. when there are days with south Indian dishes or Chinese dishes) or special menu on account of festivals. All items (when served) will be unlimited except dessert, the quantity for which has been indicated in the table above.

SECTION D

Financial Bid

(To be submitted ONLY Online at (n)Procure Website)

Description	Price for regular customers/student in INR (figures)		
	Rate quoted per Customer/Student per day (Rs.) (A)	Add: GST @.....(Rs.) (B)	Total Amount per Customer/Student per day (Rs.) (C)
Total Amount (Including all 4 meals namely Breakfast, Lunch, Evening Tea & Snacks and Dinner)	<i>* This table of financial offer is stated for reference purpose only and please do not disclose any price here at the time of submission of this document.</i>		
Note: Bidders may note that the bifurcation of the above quoted rates for each of the 04 meals stated above shall be finalized subsequently at the time of issuing work order. Tentatively, it is likely to be: Breakfast Rate (Inclusive of all taxes) - 20% of the Amount quoted at (C) above Lunch Rate (Inclusive of all taxes) - 35% of the Amount quoted at (C) above Evening Tea & Snacks Rate (Inclusive of all taxes) - 10% of the Amount quoted at (C) above Dinner Rate (Inclusive of all taxes) - 35% of the Amount quoted at (C) above			

Sign of bidder:-_

Date:- _

Name of the bidder:-_

Firm's Name:-_

Company Seal

FORM - A

BID SUBMISSION PROFORMA (Commitment of the bidder) Tender

No. 2022/18

Bidder's Address: _____

To,
The Registrar (In-Charge),
Institute of Infrastructure, Technology, Research And Management,
Near Khokhara Circle, Maninagar (East), Ahmedabad – 380026.

Dear Sir/s,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said Schedule and agree to hold this **offer open till 15-11-2022 (i.e. 120 days from the opening date of Technical Bid).**
2. I/We have understood and complied with Eligibility and experience of the bidder as Section A, General Terms and Conditions as Section B and Scope of Work, Operational Terms and Conditions as Section C and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following number of pages has been added to and form part of this tender:
4. Bidding documents and submission of Tender has been duly signed and attached herewith.

Yours faithfully,

Signature of Bidder

Address

Dated

Company Seal

FORM B - CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with in their offer failing which the offer is liable to be rejected.

- A. Please tick (√) whichever is applicable and cross (X) whichever is/are not applicable.
- B. Please sign each sheet.
- C. The check-list duly filled in must be attached along with the offer.

1. Whether the requisite tender fee has been paid?

Yes	No	Not applicable
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2. Whether the requisite EMD has been paid?

Yes	No	Not applicable
-----	----	----------------

3. Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?

Yes	No
-----	----

4. Has the bidder's past experience proforma (Form C) been carefully filled and enclosed with the offer?

Yes	No
-----	----

5. Whether firm prices have been quoted?

Yes	No
-----	----

6. Whether rates have been quoted in BOQ exactly as per the financial bid format?

Yes	No	Not applicable
-----	----	----------------

7. Whether the period of validity of the offer is as required in the bidding document? If not, mention the extent of variation.

Yes	No	Extent of variation in days
-----	----	-----------------------------

8. Whether the offer has been signed indicating full name and clearly showing as to whether it has been signed as Contractor.

Yes	No
-----	----

9. Whether the offer is being uploaded online in available packets?

Yes	No
-----	----

10. Has it been ensured that there are no over-writings in the offer and corrections if any, have been properly attested by the person signing the offer?

Yes	No
-----	----

11. Are the pages of the bid document consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the bid?

Yes	No
-----	----

12. Has the Bid been prepared in sufficient details/ clarity so as to avoid post tender opening clarifications/ amendments?

Yes	No
-----	----

13. Whether Form A and Form B of the bidding document duly filled in and a confirmation that clauses of Annexure(s) are compiled / accepted, enclosed with the offer?

Yes	No
-----	----

14. Whether all the clauses of the bidding document are accepted?

Yes	No
-----	----

15. Whether necessary relevant documents in regard to services offered attached with the offer?

Yes	No
-----	----

Signature of the Bidder

Company Seal

FORM - C

PROFORMA FOR BIDDERS PAST SERVICES (SIMILAR)

Serial No.	NAME & ADDRESS OF CLIENT	PERIOD FROM TO (Minimum duration of one year or above)	DESCRIPTION OF SERVICES COMPLETED SUCCESSFULLY [#]	REMARKS
------------	--------------------------	-----------------------------------------------------------	-------------------------------------------------------------	---------

1.

2.

#Performance certificate from each of the previous client (s) mentioned above is to be compulsorily attached.

NOTE: - I/We hereby certify that the information as furnished above is/are true to the best of my/our knowledge and nothing has been concealed.

Signature of the Bidder

Company Seal

FORM - D

PROFORMA CERTIFICATE FOR 'NO RELATION' WITH IITRAM EMPLOYEE

This has reference to our proposed contract for 'Providing Catering Services for IITRAM.

- (i) I/We am/are not a relative/blood relation of any key managerial person of IITRAM.
- (ii) We are not a firm in which any key personnel of IITRAM or his/her relative is a partner;
- (iii) I/We am/are not a partner in a firm in which any key managerial person of IITRAM or his/her relative is a partner.

Seal & Signature of Contractor

Place:

Date:

Company Seal