



भारतीय सूचना प्रौद्योगिकी संस्थान, इलाहाबाद Indian Institute of Information Technology, Allahabad

An Institute of National Importance by Act of Parliament
Deoghat, Jhalwa, Allahabad-211015 (U.P.) INDIA

Ph.: 0532-2922025, 2922067, Fax : 0532-2430006, Web : www.iiita.ac.in, E-mail : contact@iiita.ac.in

Ref.No.:IIIT-A/Purchase/ETSD/549/862/2019

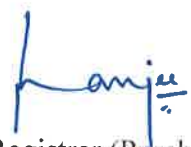
Dated 07/11/2019

SECOND EXTENSION OF TENDER SUBMISSION DATE

<u>SL. No.</u>	<u>Description</u>	<u>Date</u>	<u>Time</u>
1.	Tender Issue Date	03/10/2019	-
2.	Last date of submission	20/11/2019	12:00 Noon
3.	Opening of Tender	20/11/2019	16:00 PM

In continuation of tender Ref.No. IIIT-A/Purchase/NIT/549/848/2019 dated 03/10/2019 for "**Catering Services (Cafeteria)** at IIIT-Allahabad". The last date of tender submission has been extended upto 20 Nov 2019 till 12.00 Noon.

The details of the tender can be downloaded from the IIIT-A website i.e. www.iiita.ac.in.


Assistant Registrar (Purchase)

Encl: Copy of original Tender Document.



भारतीय सूचना प्रौद्योगिकी संस्थान, इलाहाबाद
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Ref.No.: IIIT-A/Purchase/ETSD/549/857/2019
Dated 24/10/2019

FIRST EXTENSION OF TENDER SUBMISSION DATE

<u>SL. No.</u>	<u>Description</u>	<u>Date</u>	<u>Time</u>
1.	Tender Issue Date	03/10/2019	-
2.	Last date of submission	07/11/2019	12:00 Noon
3.	Opening of Tender	07/11/2019	17:00 PM

In continuation of tender vide **Ref.No. IIIT-A/Purchase/NIT/549/848/2019 dated 03/10/2019** for "***Catering Services (Cafeteria) at IIIT-Allahabad***". The last date of tender submission has been extended upto **07 Nov 2019 till 12.00 Noon**.

The details of the tender can be downloaded from the IIIT-A website i.e. www.iiita.ac.in.

Assistant Registrar (Purchase)

Encl: Copy of original Tender Document.



NOTICE INVITING TENDER

TENDER DOCUMENT FOR CATERING SERVICES (CAFETERIA)

Indian Institute of Information Technology, Allahabad

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SECTION-1

(NOTICE INVITING TENDER)



भारतीय सूचना प्रौद्योगिकी संस्थान, इलाहाबाद Indian Institute of Information Technology, Allahabad

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Ph.: 0532-2922025, 2922067, Fax : 0532-2430006, Web : www.iiita.ac.in, E-mail : contact@iiita.ac.in

Ref.No.:IIIT-A/Purchase/NIT/549/848/2019

Date : 03/10/2019

TENDER NOTICE

S. No.	Description	Date	Time
1.	Date of publishing	03/10/2019	
2.	Site Visit and Clarification Start Date	04/10/2019	10:00 AM to 5:00 PM
3.	Site Visit and Clarification End Date	14/10/2019	
4.	Pre-bid meeting	18/10/2019 At 15:00 HRS	
5.	Bid Submission End Date	24/10/2019 till 12:00 HRS	
6.	Date of Technical Bid Opening	24/10/2019 at 17:00 HRS	

1. Sealed tenders are invited under **Two Bid Systems** for **Catering Services (Cafeteria)** at Indian Institute of Information Technology, Allahabad. The detailed specifications and terms & conditions are given in **Annexure I, II, III, IV & V**. Tender document may be downloaded from the Institute website www.iiita.ac.in.

Bids are desired to be made in Two Bid Format and enclosed in One Large Envelope, containing the following Two Smaller Envelopes:

- Small Envelope 1- Containing the Technical Bid and so marked on the envelope.
- Small Envelope 2 – Containing the Financial Bid ONLY and so marked on the envelope.

2. Tenderers are requested to submit the quotation by courier/speed post with complete details of specifications, terms & conditions, etc. Quotation should be in two separate sealed envelopes "Technical Bid" and "Commercial Bid" and placed in a single envelope with name of the tender, ref. number and closing date superscripted on the top of the envelope addressed to "**Faculty In-charge Purchase, Indian Institute of Information Technology, Deoghat, Jhalwa Prayagraj-211015**" upto– **24/10/2019, 12:00 Noon**. Quotations duly sealed may also be dropped in the tender box placed in the office of the Faculty In-charge Purchase, IIIT-Allahabad. Basic rate, taxes and other charges if applicable etc. must be quoted separately, F.O.R. destination at IIIT-A, Jhalwa, Prayagraj. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose.

3. Details of Bank account of Firm for returned of BID SECURITY and/or Performance Security

Bank's Account Holder Name:.....

Type of Account Name:.....

Address of Branch:.....

Account No:.....

IFSC Code:.....

4. The **technical bids will be opened** in the presence of the tenderers, or authorized representatives interested to be present on **24/10/2019 at 5:00 PM**. Information to the technically qualified firms will be sent through email/phone before the opening of financial bid. The financial bids of only those bidders, who have been declared technically qualified by the designated committee, shall be opened by concerned

committee. Vendors are desired to submit their authorization letter along with a photocopy of their photo identity card at the time of participation in the opening of Technical/Financial bid. Only one representative will be allowed to attend the technical/Financial bid for a particular firm. Please carry the same original proof of identity for verification purpose at the time of opening the tender/enquiry. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered. For any queries regarding the tender, please send a mail to info.purchase@iiita.ac.in.

5. Tenderer should take into account any corrigendum published on the Tender document before submitting their bids. All such corrigendum will be placed on IIIT-A website www.iiita.ac.in. Intending tenderer(s) are advised to visit www.iiita.ac.in for regular update(s), if any, till the closing date of tender for any corrigendum/ addendum/ amendment. IIITA will not be responsible for ignorance of corrigendum(s).

Assistant Registrar (Purchase)

Copy to:

- Faculty In Charge Purchase – for kind information
- Indenter- for necessary action.



SECTION-2

(AFFIDAVIT)

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(ON NON-JUDICIAL STAMP PAPER OF RS.10/- OR MORE as may be available)

AFFIDAVIT

1. I/we.....Proprietor(s)/Partner (s) / Legal Attorney / Proprietor(s) / of M/s..... AND solemnly declare that :
2. I/we am/are submitting tender for providing Catering Services (Cafeteria) at IIIT, Allahabad with manpower and material
3. I/we or our partners do not have any relative working in IIITA.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
6. If my/our bid is accepted, we commit to submit a BID SECURITY in accordance with the Bidding Documents.
7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
8. If any information or document submitted is found to be false/incorrect, the Institute may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (BID SECURITY) and blacklisting of my/our firm and all partners of the firm etc.
9. I/we also declare that any competent authority has not issued any show- cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature, in the past three years, closing 31st March 2019.
10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that IIITA is not bound to accept highest ranked bid / lowest bid or any other bid that IIITA may receive.
11. I/We confirm having quoted for all items in each of the listed Categories of the Financial Bid Format.
12. I/We confirm the continuous RUNNING of eatery(ies) / Restaurant(s) named as and in and around Prayagraj (within 250 kms radius) , for the past three continuous Financial Years, ending 31st March 2019.
13. I/WE have read and understood the Marks Evaluation Criterion as attached alongwith the Tender Document, and undertake to co-operate with the Institute Officials in successful and timely conduct of the premises inspection.
14. I / We further CONFIRM that my role in the Establishments, listed in Sl. No. 12 above is as follows:
(Name & Address od Entity One)..... Proprietor / Partner / Active Director AND (Name & Address od Entity One)..... Proprietor / Partner / Active Director

Date :

(Signature of the Tenderer with Seal)

Place:

Seal of Notary

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SECTION-3

(INSTRUCTIONS TO BIDDERS)

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1. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

1.1 Basic Eligibility:

- 1.1.1 The bidder's should be in catering business for a CONTINUOUS MINIMUM PERIOD of at least Three (03) years as on 31.03.2019. The Service Provider is required to meet the catering requirements of **IIITA Cafeteria Committee**.
- 1.1.2 Experience of having continuously running the catering services during the last three years ending 31.03.2019 as per following:
 - a) The Tendering entity, MUST have a RUNNING and REPUTED Restaurant / Eatery / Franchisee Outlet in operation, as on date of application, in and around Prayagraj (within 250 kms radius), serving at least 80% of the Listed Items of each Category, as desired by the Institute in its Itemised list attached OR having two such establishments, each of which caters to atleast 60% of the Listed Items in Institute List (provided further that each of the two such establishments should have atleast 40% Items, which are not common in both the establishments, but present in the Institute desired List of Items, so as to make a total experience of atleast 80% of the Listed Items under each Category) The same establishment(s) MUST have been in INDIVIDUAL continuous operation for at least the past three years (i.e. During FY 2016-17 to 2018-19).
(Copy(ies) of MENU Card(s) shall be required to be attached alongwith in appropriate Support)
 - b) If the person, participating in this BID is an individual, then he MUST have been either the Owner / Proprietor OR Active Partner or Active Director in the Firm/Franchise/Eatery, whose experience(s) is being relied upon by him while participating in this Tender.

1.2 Average Financial Turnover (Gross):

- 1.2.1 The bidder's annual financial turnover (gross) in catering services during the last three financial years, i.e., 2016-17, 2017-18 and 2018-19, should not be less than Rs.50 Lakh, from the establishment, whose experience is being relied upon by the Bidder OR Rs. 30 Lakhs each from the two Establishments, whose Experience is being relied upon by the Bidder.

1.3 Performance Certification:

- 1.3.1 Tenders received without proper documents, including bid security, shall be summarily rejected. For the purpose of Technical qualification, Tenderer will be evaluated in the following manner:
- 1.3.2 (a) The applicant himself/herself, MUST be either the Owner /Proprietor OR Active Partner or Active Director in the Firm/Franchise, whose experience is being relied upon by him while participating in this Tender ;
(b)The initial criteria prescribed in Section 1.1 above, in respect of years of operation in the business, experience of RUNNING and REPUTED Restaurant / Eatery in and around Prayagraj (within 250 kms radius), serving at least 80% of the Listed Items in each Category ;
- 1.3.3 The above may be followed by the visit of the Team of **IIITA Cafeteria Committee/ Tender Evaluation Committee** to the other RUNNING sites of the Tenderer to inspect the site(s) being relied upon, for on-the-spot first hand information regarding the Serving of Items, Quality of food and services provided etc.

1.3.4 On the basis of 1.3.2 and/or 1.3.3 above, the financial bids of only the Technically Qualified Bidders will be opened.

2. **BID SECURITY:** Bid Security fee Rs.50,000/- (Rupees Fifty Thousand Only) should be directly transfer into the bank account (IIIT-A EMD And Security Deposit Account) of Indian Institute of Information Technology Allahabad through RTGS/NEFT and the tender document should be accompanied with the transaction receipt of RTGS/NEFT (Any bid without Bid Security will not be considered). However, the bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the Commercial Banks.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from BID SECURITY. Such bidder needs to submit relevant document along with technical bid of tender. Bid Security receipt should be enclosed with the Technical Bid document. The Bid Security is to remain valid for a period of 45 days beyond the final bid validity period. Bid Security receipt should be enclosed with the Technical Bid document. The Bid Security is to remain valid for a period of 45 days beyond the final bid validity period. The detail of institute's Bank account is as below;

Account Name : IIIT A EMD And Security Deposit Account
Bank name : Punjab National Bank
Address : Pipalgaon Branch, Allahabad, Prayagraj
Account No. : 8636000100031943
IFSC Code : PUNB0863600

Amount of BID SECURITY as below:

Description	BID SECURITY Amount	Transaction receipt No. with date
Catering Services (Institute Cafeteria)	₹50,000.00	

- Tender received without BID SECURITY or BID SECURITY for lesser/more amount will be summarily rejected.
 - The submission of BID SECURITY is compulsory for all the Bidders and no exemption will be granted for submission of BID SECURITY.
 - The BID SECURITY shall be returned to the bidder(s) whose offer is not accepted by the Institute within 15 days after finalization and award of the contract without any interest. However, if the return of BID SECURITY is delayed for any reason, no interest/penalty shall be payable to the bidder. Unsuccessful bidders may collect the BID SECURITY from Purchase Section between 3PM to 5 PM on any working days after providing a copy of any Photo Identity Card. Representative may also collect the BID SECURITY on behalf of the bidder, after providing an authorization letter from the bidder along with a copy of his photo identity card.
 - The BID SECURITY of the successful bidder(s) will be returned on receipt of Performance Guarantee.
 - BID SECURITY of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
3. **FINANCIAL BID:** The bidder must submit their financial bid in the prescribed format specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to sign on every page of the Financial Bid.
4. **EXTENTION OF LAST DATE AT THE DISCRETION OF THE IIITA:** The IIITA, may

at its discretion extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum/Re-tendering, if any in this regard, will be published at www.iiita.ac.in

5. EVALUATION OF BIDS

- Bids (complete in all respects) received along with receipt of Bid Security/Exemption Certificate will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/authorized representative of bidder, if available at IIIT, Allahabad. Bid received without BID SECURITY will be rejected straightaway.
- The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorization from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;
- Bids are desired to be made in Two Bid Format and enclosed in One Large Envelope, containing the following Two Smaller Envelopes:
 - a) **Small Envelope 1- Containing the Technical Bid and so marked on the envelope.**
 - b) **Small Envelope 2 – Containing the Financial Bid ONLY and so marked on the envelope.**
- It shall be noted that required documents submitted along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected from any further consideration.
- After scrutiny of Documentary Evidences submitted by the Bidder(s) alongwith the technical bids, the committee shall undertake a visit to the Bidder(s) premises, whose experience is being relied upon by the Tenderer and evaluate the same on the Criterion as stated further in the Document. Those Tenderers who score at least 60 Marks out of 100, shall ONLY stand shortlisted as the eligible bidders to qualify for the opening of their Financial Bids.
- Having qualified for the opening of the Financial Bids, the final contracting agency shall be selected, only based upon the Financial Bid.
- The financial bid price of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed Scrutiny/correction of arithmetical error in the financial bid;
- In addition to the Terms and Conditions as spelt out in the separate section, additional conditions and notes are also stated in relevant Sections/places. They shall also be required to be complied with as stated.

6. **NON TRANSFERABILITY:** This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;

7. **NON-WITHDRAWAL OF BIDS:** No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the BID SECURITY submitted by the firm will be forfeited;

8. VALIDITY OF BIDS

- Bids shall remain valid and open for acceptance for a period of 60 days from the last date of submission of Bids.
- In case, Institute calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- The Institute may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.
- Financial Bids MUST contain the quoted rates for 100% of the items listed under each category, as listed in the Items Rate List.

9. RIGHT OF ACCEPTANCE:

- The Director, IIITA (himself or through his authorized nominee(s)) reserves the rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Director, IIITA in this regard shall be final and binding.
- Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- The Director, IIITA reserves the right to award the contract to any successful agency (ies) at its discretion and this will be binding on all the bidders.
- In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Director, IIITA reserves the right to award the contract to the next higher bidder or any other outside agency.
- The Director, IIITA may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any appropriate Authority.

10. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- After determining the successful bidder after evaluation, the client shall issue a Work Order, and the vendor will return a photocopy to client duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.
- The issuance of the Work Order to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.



SECTION-4

(Scope of work)

Catering Services (Institute Cafeteria), IIITA

The Contract to provide the Catering Services (to run the Institute Cafeteria) at IIITA, Jhalwa Campus, Prayagraj (Allahabad) is under offer primarily for Catering services from the Cafeteria premises of the Institute and includes Visitors' Hostels of the Institute alongwith Catering Services within the entire IIIT Allahabad Premises / Estate, on as-is-where-basis.

The Scope of services shall *inter alia* include the following:

1. To Prepare, Process, Cook and Serve Prepared and Cooked / Packaged food items, after taking into account the Fitness of items for human consumption, availability of seasonal vegetables and fruits, Nutritional aspects of food items, etc. to the IIITA Stakeholders.
2. To serve Tea/Coffee, Biscuits and Snacks etc. items during official meetings/conferences and seminars including Saturdays/Sundays, anywhere in the Institute Premises / Estate.
3. To provide efficient, quality and unhindered services to the Institute Guests housed in Institute Visitor's Hostels.
4. To provide high quality services of Catering at Institute Conferences / Meetings / Workshops etc occasions, whenever called upon to do so.
5. To extend similar services as in (3 & 4 above), to the Faculty / Officers / Students / Staff Members alongwith their Family Members and Guests, whenever so approved by the Competent authority / Cafeteria Committee.
6. To provide services, whenever called upon to do so, on Special occasions like VIP Visits / Eminent Dignitaries Visit to Campus /Convocation , etc.
7. To not entertain any outsider in the Institute premises, until accompanied by an Institute stakeholder.
8. To provide for VIP meal(s)/ Snacks along with catering as per requirement of the Institute , on mutual agreement basis, anywhere in the Institute Premises / Estate.
9. To maintain the Institute's Cafeteria Premises as a Vegetarian Outlet. Onion and Garlic is allowed to be used in Preparations / Servings.
10. To maintain such vigil as NOT to allow or promote any anti-national / anti institutional activity to happen from the premises under the charge of the authorized vendor.

Additional Job Specifications:

1. The agency would be required to meet the day to day requirements of the Faculty /Officers/Students/Staff Members, like breakfast, lunch, tea/Beverages, snacks, coffee, cold drinks etc. and should have catering arrangements on requirement basis. No minimum guarantee will be furnished to the Contractor towards consumption of food items.
2. The agency will be required to display the price list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the cafeteria. The prices of the items sold in the IIITA Cafeteria should not be more than the local market rate and will be certified and reviewed by **IIITA Cafeteria Committee** on regular basis.
3. The food has to be prepared in clean, hygienic and safe conditions as per the menu.
4. The workers should have been exposed to working in large Cafeteria(s), hotels, restaurants and should have sufficient knowledge and aptitude of preparing healthy, Hygienic and tasty Vegetarian food items.
5. The kitchen, dining area, dish wash area, etc. to be kept clean always and will be washed with water and soap solution and mopped regularly and will be disinfected once in a month or as and when required.
6. The Vendor shall ensure the availability of a certain minimum number of items in each Category, at all times, as indicated in the list of Items attached.
7. The Agency will arrange for disposal of the garbage collected from the kitchen, dining halls, dish wash area etc. every morning in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic.
8. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the Cafeteria premises should be cleaned and washed daily.

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9. The Cafeteria shall remain open from 09:00 AM to 09:00 P.M. all 365 days of the year. Any changes in the timings will be got pre-approved approved by the concerned Institute authority.
10. After every meal (breakfast & lunch), all the plates, cups, katoris/bowls, water glass, spoons, forks, knives etc., are to be properly cleaned in soap solution, disinfectant solution, hot water and dried and kept ready for next meal. All the vessels used for cooking should also be washed in soap solution and hot water and should be available for use for cooking the next meal. The cleaning material supplied should be of approved quality.
11. A complaint book will be kept in the Cafeteria for recording any complaint or suggestions from any user and will be produced for inspection before the **IIITA Cafeteria Committee**. Decision taken by the Director, IIITA shall be final in all these complaints/suggestions.
12. The Agency cannot make any alteration in rates without the prior approval of the Director, IIITA.
13. The bidders are required to visit the Cafeteria premise once before bidding the tender.
14. The workers have to work under the guidance of Cafeteria Supervisor. The workers will work in Kitchen and Dining area. Cleaners cannot be used for kitchen works.
15. Successful Bidder may install vending machine to provide tea, coffee, cold drink, hot soups, if they so desire, BUT at their own cost. Functioning of the vending machines including manpower and material will be the responsibility of the service provider. The agency will be responsible for the proper cleaning of the vending machines on regular basis. The material used should be of good quality.
16. Evaluation of Financial Bids will be made on the basis of total amount of all the common items quoted, inclusive of all charges, taxes, duties, etc., for the indicated quantity in the attached format ONLY. Rate for 100% of the items in each Category have to be necessarily quoted by the tenderer. In case it is found that the condition is NOT met the tender shall be CANCELLED at that stage itself. That the tenderer was initially found eligible in the Technical Bid, shall NOT be taken as a clause for further consideration. Any loss / damages to the Bidder entity, arising out of this shall be solely that of the Bidder itself ONLY, with NO Financial implications on the Institute / Institute Officials.





SECTION-5

(Terms & Conditions)

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1. TERMS AND CONDITIONS (GENERAL)

- 1.1. **Appropriate license fee would be applicable at the time of allotment of successful bidder for the set facility.**
- 1.2. Institute shall extend electrical connection to the vendor, on per unit chargeable basis, as per Institute Rules BUT s/he shall be free to accept it or organize for a separate electrical connection from UPPCL for the said purpose, for which the required facilitation by the Institute shall be extended.
- 1.3. The contractor shall obtain **license under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Contractor Labour Act) and all other requisite licenses** at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the Cafeteria during Cafeteria working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.
- 1.4. **Food license for catering/Cafeteria services issued by appropriate authority, i.e. License under FSS Act, 2006 and subsequent Amendments.**
- 1.5. The tenderer should have prior exposure of running a Reputed and well established Restaurant/Eatery of high quality in and around Prayagraj (within 250 kms radius) for a prior continuous three year ending on March 31, 2019.
- 1.6. IIITA reserves the right to depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided by the Tenderer.
- 1.7. The tenderer should have **GST Registration.**
- 1.8. Vendors are desired to must be attached satisfactory certificate of previous services.
- 1.9. Before submitting the filled-in Tender Document to the IIITA, the bidders may seek clarification(s), if any, from Purchase Section on Tel. No. 0532 - 2922051 or in person by visiting the Purchase section during working hours by taking prior appointment.
- 1.10. The IIITA reserves the right to change any condition of the tender before opening of the Technical Bids. Any such pre-informed changes shall be binding upon the Bidders upon the award of the contract. However, prior to the award, the bidder may choose to withdraw from the process, in case s/he is in disagreement of the changes proposed.
- 1.11. The successful bidder will have to enter into an agreement with the IIITA as per draft agreement, subject to amendment before signing, given in **Section - 10** before taking charge of the Cafeteria and commencement of the Catering Services at the Institute Cafeteria/VH/IIITA Premises/Estate.
- 1.12. Canvassing in any form will make the tender liable to rejection.
- 1.13. Quoted rates should be exclusive of all taxes. Taxes must be quoted separately. These rates shall be initially fixed for a period of one year. Pl. however also refer to Special Information Section in this respect.
- 1.14. The revision in the quoted rates after one year to the extent as stated in Special Conditions Section of this Tender Document.
- 1.15. The offer should be valid for a period of at least 60 days from the date of the tender opening.
- 1.16. The Director, IIITA reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the



decision of the Director, IITA shall be final and binding.

- 1.17. The tenderer is advised to visit and examine the site of works as per schedule and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into contract for execution of the works. The cost of visiting the site shall be required to be borne by the Bidder.
- 1.18. The tenderer should be prepared to come to IITA Campus, to take part in discussion, if required at a short notice.
- 1.19. Request for any further extension of the above deadline shall not be entertained. Delayed and/or incomplete tenders shall not be considered.
- 1.20. The Agency shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments including minimum wages being made to the workers of the agency. The Agency shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which may arise out of the agency's failure to fulfill such statutory obligations.
- 1.21. If the Agency fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of BID SECURITY/ Performance Security in addition to the imposition of a suitable penalty.
- 1.22. The Agency shall be solely responsible for any injury, damage, accident to the workmen employed by the agency or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers. The agency shall be free and rather encouraged to maintain a suitable insurance policy for such purposes.
- 1.23. The workers employed by the Agency shall wear neat and clean uniform, caps gloves for serving and the agency, shall be responsible for the discipline of its workers. The workers are not to be construed as the employees of IITA and shall not have any claim whatsoever on the IITA and shall not act in any such manner which may be detrimental to the interest or reputation of IITA / Country. The workers shall have to follow the security regulations as directed by Security and Administration of the IITA. Workers shall not form union or carry out trade union activities in the campus.
- 1.24. The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.
- 1.25. No accommodation will be provided in the campus for the workers .The Agency will make its own arrangements in this respect with no direct / indirect obligations on IIT Allahabad.
- 1.26. The Agency shall have to arrange for all cooking equipment, utensils, crockery and other necessary equipments etc. on its own for the smooth running of the Cafeteria.
- 1.27. Adequate furniture has been provided by the Institute in its Cafeteria premises and Dining Hall premises of Visitor's Hostel. The same shall be required to be maintained in good condition by the authorized Cafeteria agency. The broken furniture shall be repaired and made good and then handed over to the agency, who shall then be liable to return the same to the Institute in good condition, subject to normal wear and tear, as during public use. Further breakage shall be reported to the Director, IITA, immediately it being noticed by the agency.
- 1.28. The Institute Cafeteria/VH Cooking Area are already equipped with some kitchen equipments, water cooler, exhaust fan, fly catchers, etc. The available equipment / infrastructure shall be available to the agency for its use on as-is-where-is basis. Any further augmentation of the same can be carried out by the allotted agency, BUT at its own cost and risk, with no cost liability on the Institute and with no harm to the permanent infrastructure of the Institute Cafeteria.
- 1.29. The Contractor should have its own, sufficient equipment , crockery and other items as normally required to cater to at least 200 - 300 persons at any given time, at multiple locations parallelly, within the Institute premises. **The Contractor will provide good quality table cloth/table linen approved by IITA Cafeteria Committee and flowers etc (if so desired) in case of Sit Down Lunch/Dinner. The Contractor shall replace table cloth/table linen/flowers every day/ as soon as**



required.

- 1.30. The LPG (commercial) fuel for cooking purpose has to be arranged by the Agency.
- 1.28 All the documentation in the tender should be in English.
- 1.29 Sub-letting/Sub contracting the work is not permissible under any circumstances AND SHALL BE A GROUND FIT and COMPLETE FOR CANCELLATION of the Tender, at any stage, with all incidental cost and damages liability, SOLELY on the Contractor.
- 1.30 Successful Agency shall execute an agreement in the prescribed format.
- 1.31 The Tender should be complete in all respects.
- 1.32 Tenders received after the specified time of opening of the tenders are late tenders. Late/Delayed/Post tender offers are to be treated as invalid.

2. PERIOD OF CONTRACT

- 2.1. The contract for Cafeteria Services shall remain valid initially for a period of **Three years. It would be renewed further for maximum upto 05 years (after completion of initial 03 years) with revision of rates, as provided for in this document under the Special Conditions and Information Section.** However, in order to evaluate the performance and services of the Contractor, the contract will have a probationary period of **three months.** The contract for the remaining 33 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during this probationary period. The renewal will be proposed by Cafeteria Committee and approved by Competent Authority.

3. FORFEITURE OF BID SECURITY

- 3.1. BID SECURITY of the successful bidder shall be liable to be forfeited if the contractor does not fulfill the following conditions:
 - i. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;
 - ii. The Contractor does not commence Cafeteria within Fifteen days from the effective date of contract.

4. PERFORMANCE SECURITY:

- 4.1. The successful bidder has to deposit Performance Security of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) in favour of 'Indian Institute of Information Technology, Allahabad', which has to be electronically transfer through the RTGS/NEFT into the bank account of Institute as mentioned below:

Account Name : IIIT A EMD And Security Deposit Account

Bank name : Punjab National Bank

Address : Pipalgaon Branch, Allahabad, Prayagraj

Account No. : 8636000100031943

IFSC Code : PUNB0863600

However, the performance security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the Commercial Banks.

Performance Security will be released beyond 60 days after satisfactory completion of contract. **No interest shall be paid on Performance Security.** The Performance Security will be forfeited by order of the Competent Authority in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non- acceptance of the supply order. Bid Security will be released after receiving of performance security.

- 4.2. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Work Order for the

Contract and the agreement signed by the Contractor with the IIITA, the Performance Security will be forfeited without prejudice to the IIITA Authority's right to proceed against the contractor for any additional damages that the IIITA suffers as a result of the breach of the aforesaid terms and conditions.

5. CAFETERIA PREMISES

- 5.1 The Cafeteria shall remain open from 9.00 A.M. to 9:00 P.M. on all days, except with prior permission from the Institute Cafeteria Committee. However, for catering to VH, on prior intimation, the vendor will be required to provide services between 07:00 AM to 10:00 PM.
- 5.2 The possession of the premises to be assigned by the IIITA to contractor for providing Cafeteria services will always remain with IIITA, even when the premises are in use or or not. The contractor shall vacate the premises within a period of Seven Days, upon Completion / Termination of Contract. Any further delay will attract fine of Rs.5000/- per day for first 5 days. Further penalty will be deducted by IIIT-A as deemed fit.
- 5.3 **License Fee:** Charges Equal to Rupees Three Thousand per month + GST (includes water charges) subject to revision as per Government rules.
Note: Rates are as being charged from other branded outlets on campus.

6. WATER & ELECTRICITY CHARGES

- 6.1 Water Charges are included into the Composite Monthly License Fees Charges that are required to be paid by the Contractor to the Institute, electronically, latest by the 10th of each month. No separate demand letter in this respect should be expected by the contractor.
- 6.2 Institute shall extend electrical connection to the vendor, on per unit chargeable basis, as per Institute Rules BUT the Licensed Contractor shall be free to accept it or organize for a separate independent electrical connection from UPPCL for the said purpose, for which the required facilitation by the Institute shall be extended. The responsibility of however maintaining unhindered Electrical Supply in the business area shall solely be that of the Contractor, in case Electrical Supply connection is not through the Institute.
In case of Electrical connection extension being solicited from the Institute, the requisite monthly bill shall be raised by the Institute Works Department, which shall be required to be paid promptly (within three working days of the bill being received by the Licensed Contractor Representative(s))

7. Bills Raising and Settlement Mechanism

- o Items to Persons shall be saleable on immediate payment basis, while that to the Institute on Credit basis. All items shall be sold with proper Bills, bearing GST No, etc as per the laws of Land, prevailing on the date of sale.
- o The payment in respect of official hospitality bills of the IIITA, duly certified by the USER Authority, shall be required to be submitted in duplicate by the Contractor with the Finance and Accounts Section of the Institute. The same shall be released on monthly receipt basis, within five working days of the receipt of bills in Accounts Section, subject to the fulfillment of obligations imposed upon the Contractor under various applicable laws, etc. Any supply of food items without proper authorization by the designated authority of IIITA will not be paid for. Income Tax, as applicable at the prevailing rates, shall be deductible at source, as per laws applicable on the date of payment.
- o While every effort shall be made by the Institute, to ensure prompt payment settlement, in the event there is any query, objection, delay or dispute with regard to any bill or part thereof, the Contractor shall not be entitled to any interest to be paid by the Institute for such period.
- o The rates for the personal use of Cafeteria services by its various stakeholders shall be



charged from the user directly, on the approved rates as mutually agreed upon between the Institute and the Licensed Caterer. In its own interest, the Contractor shall be encouraged to maintain ONLY Card Payments on Current use basis, with no lending to the users.

8. TERMINATION OF THE CONTRACT

- The Contract can be terminated by either party, i.e., IIITA or the Contractor, after giving three-months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, IIITA reserves the right to terminate the contract without giving any notice in case the Contractor commits such breach of the contract, which, in the opinion of the Institute warrants immediate removal of the Contractor from the Institute Premises. IIITA's decision in such a situation shall be final and shall be BINDING upon the Contractor without any objection or resistance.
- On termination of the contract, the Contractor will hand over all the equipments/furniture/articles etc., supplied by IIITA, in good working condition, back to IIITA.
- If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory, during the probationary period of three months from the date of taking over charge of the Cafeteria services, IIITA reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements. Such alternate arrangement may also include inviting the next best Contractor / Agency, shortlisted through the same list.

10. PENALTY

- 10.1. Failure to supply food in terms of quantity, quality & as per the menu indicated will attract penalty, for not adhering the contractual conditions, the Catering Committee shall be free to impose penalty as deemed fit on the caterer. Penalty imposed will be adjusted against payment due to the caterer.
- a) Using poor quality of provisions, vegetables will lead to penalty of Rs.1000/- on first occasion.
 - b) Kitchen, utensils, plates should be kept clean. Any violation will lead to penalty of Rs.1000/- on first occasion.
 - c) Deviation/ In sufficiency in approved menu without information in writing will result penalty of Rs.2000/- on first occasion.
 - d) Reusing of already used oil will also lead to penalty of Rs.5000/- per occasion. Catering committee shall be checking as surprise inspections. The decision of Director, IIIT-A for imposition of the penalty shall be final and binding.
- In case of repetition of above incidents, the quantum of penalty/punishment will be decided by Competent Authority and shall be binding upon the vendor.
- 10.2. **Force Majeure:** IIITA may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a *Force Majeure*. For the purpose, *Force Majeure* shall be construed as an event whose effect cannot reasonably be anticipated such as natural disasters, act(s) of state, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

11. SETTLEMENT OF DISPUTES :

If any dispute or difference arises between the parties hereto as to the representatives,

interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

- 11.1 The sole arbitrator shall be appointed by the mutual consent of both Parties .
- 11.2 The venue of the Arbitration shall be at Allahabad.
- 11.3 The Language of arbitration proceedings will be English only
- 11.4 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- 11.5 The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- 11.6 The Courts at Allahabad shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

12. Special Conditions / Information related to the Institute Cafeteria Services :

- 1) The present area and layout, has lived upto the needs of the Institute so far and since there is no substantial increase in the service seeking population, Institute would like to continue with the present layout / arrangement.
- 2) Institute would like refrain from providing any Kitchen Equipment infrastructure any further and offer the premises on As-Is-Where-Is-Basis, where the vendor would be free to use the existing available kitchen equipment by undertaking its repairs or adding on to the existing equipment list, at their own expense. Ownership of what is owned by the Institute shall remain with the Institute while that of the one newly brought in by the Service Providing Vendor, shall remain with him.
- 3) Since the Premises are on As-is-Where-Is-Basis, the required Civil Repairs of the Cooking area should also be undertaken by the Vendor himself, while that of the Dinning Area shall remain with the Institute.
- 4) Repairs and Maintenance of Furniture of Dinning Area, the Electrical Fixtures shall be taken care of by the Institute. The general lighting and fan arrangement of the student area and that of the Air Conditioned area (designated for Official Meetings, Faculty and Officers alongwith their Guests / Families), together with Air Conditioning facility, shall also be similarly looked after by the Institute.
- 5) Routine and Periodic Repairs of the Toilet in the Cafeteria shall be got undertaken by the Institute. Daily cleaning etc shall have to be undertaken by the Institute, BUT the ultimate responsibility of the toilets being clean shall rest with the Contractor. In case he so desires, Contractor shall be encouraged to undertake this activity upon itself.
- 6) **License Fee:** Charges Equal to Rupees Three Thousand per month + GST.
- 7) **Annual Increase in the Price of Items** offered in the Cafeteria,(over the initial offer price), may be effected, w.e.f. July 1, every year , at the rate equal to the sum total of two enhancements in DA for Central Government Employees in the past Financial year, subject to a maximum of 7.50% in any one year .
- 8) The allotted Vendor shall also be authorized as the sole vendor to meet the Fooding and Catering Requirements of the Institute Visitor's Hostel on Campus. While the price of the items to be supplied at the VH may be the same, lump sum Delivery Charges as mutually agreed upon, over the total bill value may be charged by him. The Delivery Charges may be decided as per Tender



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Terms.

- 9) The allotted Vendor, may also be directly opted for organization of all Fooding & Catering arrangements, that can be done in the Institute Cafeteria / VH Premises, etc, for the items & prices on his list.
- 10) Rate list of availability of daily items must be displayed properly.

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SECTION-6

(STATUTORY OBLIGATIONS OF THE CONTRACTOR)

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1. STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

- 1.1. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good Cafeteria services in IIITA Cafeteria.
- 1.2. The employees of the Contractor should possess good health and free from any diseases, especially contagious and frequently recurring diseases.
- 1.3. The Contractor will, prior to the commencement of the operation of contract, make available to **IIITA Cafeteria Committee** the particulars of all the employees who will be deployed at the IIITA's premises for running the Cafeteria. Such particulars, *inter alia*, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
- 1.4. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act.
- 1.5. The contractor shall fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time, as applicable.
- 1.6. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- 1.7. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- 1.8. In the event of violation of any contractual or statutory obligations by the Contractor, he/she will be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against IIITA by any individual, agency or government authority due to acts of the Contractor, the Contractor will be liable to make good/compensate such claims or damages to the IIITA. As a result of the act(s) of the Contractor, if IIITA is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount and make good the loss of IIITA , failing which IIITA reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Performance Security of the Contractor lying with IIITA .
- 1.9. The Contractor shall ensure compliance of all standard good practices of reputed Restaurants / Eateries / Franchisees, relating to Cooking, Storage / Warehousing, Cleanliness, Sanitation, Health and Hygiene, etc and other laws of the land in force from time to time with regards to the general environment in and around Cooking place, Dining hall , etc.
- 1.10. The Contractor shall at all times keep indemnified the principal employer, namely, IIITA and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any Employee / Guest / Legitimate User / Other person). The Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, such other suitable and applicable Laws, as the case may be, in force, during the pendency of this contract.
- 1.11. All employees engaged by the agency shall be comprehensively insured for accidents and injuries by the agency at his cost, as are mandated for persons engaged in rendering Catering services of Cafeteria or the like establishments.
- 1.12. The verification of the antecedents of the staff engaged by the Contractor, will be sole responsibility of the Contractor. The contractor will provide sufficient sets of Uniforms and pair of shoes to his employees and will ensure that they wear them at all times properly, during the business hours in the premises.
- 1.13. The Contractor will be solely responsible for the conduct and behavior of his staff and any loss or damage to IIITA's moveable or immovable property due to the conduct of the Contractor / its staff shall be made good by the Contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 72 hours of intimation to this effect by IIITA. The decision of the IIITA's designated officer / Committee in this regard shall be final and binding upon the Contractor.

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- 1.14. The Contractor shall not appoint any sub-contractor to carry out its obligations under this contract. Subcontracting will be sufficient and complete ground leading to immediate termination of this contract.
- 1.15. The Contractor shall keep the Cafeteria and its surrounding areas clean and up to date , every day after the services are over. The cleaning includes cleaning of Utensils, Kitchen, Cafeteria and Dining hall, Floor, Counter, Benches, Tables, Chairs, etc. IITA management will have 24-hour access to inspect the Cafeteria premises for ensuring the cleanliness and hygienic conditions of the Cafeteria's Kitchen , Dining hall and associated allocated Spaces / premises.
- 1.16. IITA reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Cafeteria. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.
- 1.17. The Contractor shall get the prices of all items approved by the IITA and no changes, what- so-ever shall be made without prior written approval of IITA.
- 1.18. The Cafeteria staff shall be issued identity Cards bearing photographs by IITA on regular basis as per the rules in force.
- 1.19. Engagement of required staff, providing proper uniforms, Caps, sweaters, hand gloves etc. will be the responsibility of the caterer. The workers should always use hand gloves and Hair net in the Kitchen and Service area.

2. OTHER OBLIGATIONS OF THE CONTRACTOR

- 2.1. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the IITA are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by IITA at the contractor's risk and cost. In this regard, the decision of the designated officer of IITA shall be final and binding on the Contractor.
- 2.2. All work shall be carried out with due regard to the convenience of IITA. The orders of the concerned authority shall be strictly observed.
- 2.3. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of IITA and the guests.
- 2.4. The Contractor will have to supply breakfast/lunch/dinner in the Cafeteria at IITA premises as per requirement and schedule drawn for the purpose by the concerned authorities of the IITA.
- 2.5. The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 200 - 300 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Lunch/High Tea, as and when required.
- 2.6. ***Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the IITA's premises, including Cafeteria and Mess. Any breach of such restrictions by the Cafeteria Contractor will attract deterrent action against the Contractor as per statutory norms.***
- 2.7. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with IITA. IITA shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against IITA for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Cafeteria, Contractor, against any temporary or permanent posts in IITA. In case of any untoward incident/fire/death/injury of any employee of Cafeteria, IITA will not be liable to pay any damages.
- 2.8. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the IITA.
- 2.9. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys,

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equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the Cafeteria services in addition to what is provided for by IIITA.

- 2.10. The Contractor shall not use the Cafeteria premises for any other activity except for the purpose for which it has been provided for.

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SECTION-7

(TECHNICAL & FINANCIAL BID)

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TECHNICAL BID

Small Envelope-I (Technical Bid)			
Sl. No.	Document	Attached (Yes/ No)	Page number of the attached document if applicable
1	Contact Details Form (Form-I) and undertaking (Page 42&43).		
2	BID SECURITY of Rs. 50,000/- (Rupees Fifty Thousand only)		
3	Affidavit (see Section - 2) (Page 7).		
4	Certified copies of Registration particulars of firm / Company		
5	Certified copies (i) PAN (ii) GST (iii) TIN (iv) Labour Registration (v) EPFO Registration (vi) ESIC Registration (vii) Service Tax Registration		
6	Certified copies of Clearance Certificate (Last three years returns ending 31.03.2019) from (i) Sales/Service Tax Department, (ii) Income Tax Department		
7	Proof of minimum experience (Form - III) (Page 45).		
8	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2016-17, 2017-18 and 2018-19		
9	Financial Capacity Form (Form-II) duly certified by company auditor (Page 44).		
10	Integrity Pact (see Section - 9) (Page 48-56).		
11	Menu Card(s)/Booklet(s) in original with CLEAR Markings on Items, that are desired by the Institute and being present in the Menu Card/Booklet, for each of the Establishments, whose Experience is being relied upon by the Bidder		
12	Check List Form (Form-IV) (Page 40).		

Signature of the Tenderer /Authorised
signatory of the Tenderer with seal of the
Firm/Company

Name:

Mob No.

Date:

Place:



Quality of Ingredients and other items

(List-I)

The BIDDER ENTITY shall procure wholesome and hygienic food articles of good quality in consultation with and to the satisfaction of the Cafeteria Committee. Brands of some of the items are specified below:

S. No.	Items	Brands (To be Pre-Declared by the Bidder)
1	Desi Ghee	
2	Mustard Oil / Refined Oil (Sunflower)	
3	Tea leaves/ Chaipatti	
4	Coffee Powder	
5	Pickles (Mango/ Mix)	
6	Instant Noodles	
7	Wheat flour	
8	Papad	
9	Bread	
10	Jam	
11	Butter, Cheese	
12	Tomato Sauce/ Ketchup	
13	Milk for drink and curd	
14	Spices	
15	Biscuit	
16	Salt	
17	Cornflakes	
18	Ghee	
19	Ice Cream	
20	Frozen Peas	
21	Liquid soap	
22	Phenyl	
23	Rice for Meal/ Pulao/ Biryani	
24	Bombay Rawa/ Suji	
25	Pulses (Red gram/Bengal gram/ etc.)	
26	Paper Napkin	
27	Towel	
28	Room Freshener, etc.	
29	Chilli sauce/ Soya Sauce	

Note:

- These items are just indicative for the usage of only branded items for cooking food and other items. It will be the responsibility of contractor to ensure the purchase of superior quality items, in the case of rice, pulses, vegetables, etc. also along with other branded items. **All items to be FSSAI approved for food items while rest as per ISI approved.** If it found that, contractor is deviating from the specified brand or standard, strict action will be taken and **IIITA Cafeteria Committee** may also recommend for the termination of contract after repetitive deliberate negligence/mistake.
- Jam should be real fruit jam.
- Ketchup must contain 100% tomatoes.
- Vegetable should be fresh and not stale
- The caterer may use any other FPO approved brands also, if permitted by the Cafeteria Committee in writing.
- The Institute Cafeteria Committee shall have the right to change any brand provided the cost does not exceed the specified brand.

Date:

Bidder's Seal and Signature



FINANCIAL BID

TENDER FOR CATERING SERVICES (IIITA CAFETERIA)

Part A

List of Desired Items and Itemised Financial Bid Format**Rate should be quoted for all listed items**

Master Sr. No.	Category : North Indian Dishes		Itemised Quantity Desired	Basic Rate	GST %	Total Offer Price	Remarks (If Any)
	*(At least any 4 items to be kept each Day)						
1	1	Matar Paneer	250 ml				
2	2	Shahi Paneer	250 ml				
3	3	Dal Makhani	250 ml				
4	4	Seasonal Vegetable	200 ml				
5	5	Dal Tadka	250 ml				
6	6	Chana Masala	250 ml				
7	7	Rajma Masala	250 ml				
8	8	Kadhi Pakora	250 ml				
9	9a	Matar Pulao	200 gms				
10	9b	Plain Rice	200 Gms				
11	9c	Veg Biryani	200 Gms				
12	10	Variety of Raita/ Green Salad	200 ml/300 gms				
	Category : Thali & Platter						
	*(At least any 3 each Day)						
13	1	Thali — Type 1 - Premium	Generally Acceptable Quantities				
		(One Naan, One Parantha, Dal Makhani, Paneer, Any seasonal Sabzi, Vegetable, Pulao, Raita, Salad, Papad, Pickle & Sweet)					
14		Thali— Type 2 - Economy					
	2	(With Two Roti, Dal Makhani, Paneer Subzi, Pulao)					
15	3	Tandoori Platter	4Half pc Roti + I Bowl of Curry Vegetable (200 Gms)				



16	4	Chinese Platter	Chowmein + Manchurian (Total 300 Gms)				
17	5	South Indian Platter (State the Details with Price)					
		Category : SWEETS	Quantity				
		* (At least any 2 each Day)					
18	1	Rasgulla	2PCS				
19	2	Raj Bhog	Per Pc				
20	3	Gulab Jamun Plate	2PCS				
	4	Rasmalai Plate	2Pcs.				
21	5	Rasmalai	Per Pc.				
22	6	Jalebi Kesari	Per 100 Gms				
23	7	Emarti	2PS (Each Pc 50 Gms)				
24	8	Moong Dal Halwa	Per 100 Gms.				
25	9	Halwa	100 GM				
26	10	Sugar Free Sweets (Specify Name & Qty)					
		Category : Special Combo Platter	Quantity				
		* (At least any 2 each Day)					
27		Kulcha (Paneer / Onion /Aloo) Served with	2 Half pcs				
28	1	Served with Dal & Raita	100 ml				
29	2	Chhola & Chawal	250 gms				
30	3	Kadhi Pakori &Chawal	250 gms				
31	4	Hydrabadi Chap. With Roomali Roti	200 gms EACH				
32	5	Chinese Combo (Fried Rice / Chowmein OR manchurian /Chilly Paneer)	200 gms				
		Category : Variety Snacks	Quantity				
		* (At least any 8 each Day such as to make Good Variety)					
33	1	Pani Puri	Per Set of 5				
34	2	Samosa Chaat	2ps				
35	3	Aloo Tikki	2ps				
36	4	Dahi Bhalla	Per Set of 200 Gms				

37	5	Papdi Chaat	Per Plate of 200 Gms.				
38	6	Bhalla Papadi	Per Plate of 200 Gms.				
39	7	Raj Kachori	Per Plate of 200 Gms.				
40	8	Laccha Tokari	Per Plate of 200 Gms.				
41	9a	Kachori with Subzi	Pet of 2 Kachoris and 100 Sabji				
42	9b	Puri Subzi	Per Set of 4 Puris and 150 gm Sabji				
43	10	Puri Subzi with Lassi Combo	As above + 200 ml Lassi				
44	11	Samosa	1ps				
45	12	Kachori	1ps				
46	13	Mirch Pakora	100 GM				
47	14	Paneer Pakora	100 GM				
48	15	Pyaz Kachori	1ps				
49	16	Chhola Bhatura	2ps + 150 Gm Chhola				
50	17	Plain Dhokla	Per 100 Gms				
51	18	Sandwich Dhokla	Per 100 Gms				
52	19	Fried Dhokla	Per 100 Gms				
53	20	Paneer Dhokla	Per 100 Gms				
54	21	Khandvi Dhokla	Per 100 Gms				
55	22	Pao Bhaji	6ps + 150 Gm Sabji				
56	23	Veg. Sandwich	Set of 2 Half ps				
57	24	Grilled Sandwich	Set of 2 Half ps				
Category : Tawa Items			Quantity				
* (At least any 2 each Day)							
58	1	Parantha (Dal / Aloo / Paneer)	Per Pc				
59	2	Tawa Parantha	Per Pc				
60	3	Roomai Roti	Per Pc				
61	4	Tawa Roti	Per Pc				
Category : Single/ Double tripple SUNDAE			Quantity				
62	1	Strawberry / Pineapple	150 Gms				
63	2	Chocolate Nut	150 Gms				

64	3	Fruit Salad	150 Gms				
Category : MILK SHAKES			Quantity				
65	1	Vanila / Strawberry	200 ml				
66	2	chocolate / Coffee	200 ml				
67	3	Mango / Pineapple	200 ml				
68	4	Butter Scotch	200 ml				
Category : Confectionary Items			Quantity				
* (At least any 1 each Day)							
69	1	Pineapple Pastry - Egg Less	Per Pc. of at least 30 Gms				
70	2	Vanila / Strawberry Pastry Egg Less					
71	3	Mango / Black Forest Pastry Egg Less					
72	4	Two in One / Kiwi					
73	5	Black Current Pastry Egg Less					
74	6	Choco Truffle	1n pc				
75	7	Chocolate Flakes	1n pc				
76	8	Chocolate Fudge	Glass of at least 200 ML.				
77	9	Mixed Fruit Fudge					
78	10	Hot Chocolate Fudge					
79	11	American Banana Split					
Category : Tandoori Items			Quantity				
* (At least any 3 each Day)			A Set of				
80	1	Paneer Tikka	4PS				
81	2	Veg. Seekh Kabab	4PS				
82	3	Tandoori Aloo	4PS				

83	4	Tandoori Butter Roti	Per Roti / Naan				
84	5	Plain Naan					
85	6	Butter Naan					
86	7	Paneer Kulcha					
87	8	Kulcha Onion (Aloo)					
88	9	Lachha Parantha					
89	10	Missi Roti					
90		Garlic Roti					
91	10	Garlic Naan					
	Category : South Indian Snacks		Quantity				
	* (At least 1 from each Dosa & Uttapam per Day). Idly and Vada Daily						
92	1	Plain Dosa with Sambhar & Chutney	Normal Size				
93	2	Rawa Masala Dosa with Sarnbhar & Chutney	Normal Size				
94	3	Masala Dosa Sambhar & Chutney	Normal Size				
95	4	Onion Rawa Masala dosa with Sambhar and Chutney	Normal Size				
96	5	Dosa with Sarnbhar	Normal Size				
97	6	Paneer Dosa with Sambhar & Chutney	Normal Size				
98	7	Plain Uttapam with Sambhar & Chutney	Normal Size				
99	8	Tomato Onion /Uttapam	Normal Size				

100	9	Mixed Veg. Uttapam	Normal Size				
101	10	Idli Sambhar	Normal Size				
102	11	Vada Sambhar & Chutney	2ps Vada & 150 ml Sambhar				
103	12	Idli Vada Combo with Sambhar & Chutney	2ps each with 150 ml Sambhar				
	Category : Assorted Drinks and Beverages		Quantity				
	* (At least any 5 each Day)						
104	1	Blue Ocean	200 ml				
105	2	Bolden Gate	200 ml				
106	3	Cucumber Freeze	200 ml				
107	4	Green Apple Mojito	200 ml				
108	5	Water melon Mojito	200 ml				
109	6	Mango Tango	200 ml				
110	7	Passion Fruit	200 ml				
111	8	Strawberry	200 ml				
112	9	Banana Caramel	200 ml				
113	10	Hot Tea*	100 ml				
114	11	Hot Coffee*	100 ml				
115	12	Cold Coffee*	200 ml				
116	13	Cold Coffee with Ice Cream	200 ml				
117	14	Chhach	200 ml				
118	15	Sharbat	200 ml				
119	16	Kesar Pista Badam Milk	200 ml				
120	17	Lassi Kesaria	200 ml				
121	18	Lassi Masala	200 ml				

122	19	Badam Thandai	200 ml				
123	20	Fresh Lime Soda	200 ml				
124	21	Pepsi Regular	200 ml				
125	22	Diet Pepsi	200 ml				
126	23	Mineral Water	1ltr				
		Category : Chinese & Continental Items	Quantity				
		* (At least any 2 Soups + 2 other Dishes each Day)					
127	1	Tomato Soup	200 ml				
128	2	Sweet Corn Soup	200 ml				
129	3	Hot & Sour Soup	200 ml				
130	4	Veg. chowmein	250 gms				
131	5	Veg. Fried Rice	250 gms				
132	6	French Fries	200 gms				
133	7	Veg. Manchurian (Dry /Gravy)	250 gms				
134	8	Spring Roll	4ps				
135	9	Veg. Burger	normal size				
136	10	Veg. Cheese Burger	normal size				
		Category : Ice Cream and related items	Quantity				
		* (At least any 3 each Day)					
137	1	Vanilla / Strawberry	Per One Std. Scoop				
138	2	Chocolate / Pineapple					
139	3	Lime Ice / Golden					
140	4	Stick Kulfi	Per 50 ml Stick				
141	5	Matka Kulfi	100 ml/gm				
142	6	Kulfi Falooda	Per 100 Gm Kulfi				
143	7	Rabri Falooda	per 100 Gm Rabri				

Category : Assorted Snacks			Quantity				
* (At least any 3 each Day)							
144	1	Cheese Pizza	9 inch dia				
145	2	Veggie Pizza (Onion Capsicum Tomato Mushroom, Olive, Corn)	9 inch dia				
146	3	Veggie Suprize Pizza (Onion Capsicum Tomato Mushroom Olive, Corn)	9 inchdia				
147	4	Veg. Momo's Half Plate	4 pcs of 30 Gms each				
148	5	Veg. Momo's Full	8pcs of 30 Gms each				
149	6	Paneer Momo's Half	4 pcs of 30 Gms each				
150	7	Paneer Momo's Full	8pcs of 30 Gms each				
Category : MILK SHAKES (with Ice Cream)			Quantity				
* (At least any 1 each Day)							
151	1	Vanila / Strawberry	200 ml				
152	2	Chocolate / Coffee	200 ml				

* Represents numbers of items that would actually be expected to be available in the cafeteria on any serving day.

Part B

(This shall be considered for breaking the tie Only, in case two or more bidders are found to have quoted the same value, while considering Part A)

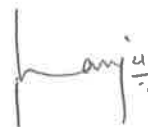
Lump Sum Delivery Charges for providing Catering Services to the Guests at Visitor's Hostel of the Institut (Advance Intimation of at Least 3 Hrs by the VH Caretaker to the Cafeteria Manager):

(Please quote % charges over and above the prices quoted in part A, inclusive of catering charges. Even NIL charges are required to be explicitly stated)



SECTION-8

(FORMS AND CHECK LIST)

A handwritten signature in black ink, appearing to be 'H. Singh', with a small 'u' and a dot below the final stroke.

GENERAL DETAILS OF BIDDER

Handwritten signature

CONTACT DETAILS FORM

FORM-I

1a	NAME OF THE Bidder Entity (Person / COMPANY /Firm)	
1b	In Case of Firm / Company, Pl. specifyType – Limited Co / Partnership etc	
2	Status / Linkage of the Bidder with the Bidder Entity	
3	Postal COMMUNICATION ADDRESS	
4	TELEPHONE AND MOBILE NO. of the Bidder Entity	
5	FAX NO.	
6	E-MAIL ID	

PARTICULAR DETAILS OF THE BIDDER / Its Authorised REPRESENTATIVE

1	NAME OF THE CONTACT PERSON	
2	DESIGNATION	
3	COMMUNICATION ADDRESS	
4	TELEPHONE NO.	
5	MOBILE NO.	
6	E-MAIL ID	



TENDER FOR CATERING SERVICES (IIITA CAFETERIA)

UNDERTAKING on NJS of Rs. 100/- DULY Notarised

I/We, _____ (name and address of the Bidder Entity) do, in response to enquiry of IIIT, Allahabad dated _____ hereby CERTIFY as under:

"The rate(s) quoted herein, for the items do not exceed the rate(s) quoted by us for any other State Government/ Central Government organization for similar items, for the period under consideration."

"That my firm has not been declared defaulter by any govt. agency and that no case of any nature i.e., CBI, Criminal/ Income Tax/ Sales Tax/ Blacklisting is pending against me / us / the Bidder firm."

"That the Phone Number and Email Id of the Signatory remain operational during the pendency of this Contract. In case of any change, the same shall be duly informed to the Institute, expressly"

(Authorized Signatory)
Name & Address of Firm/bidder
With rubber seal

Phone No of Signatory:.....

Email Id. Of the Signatory:.....





FORM-II

FINANCIAL CAPACITY FORM

Name of the Bidder Entity :

Address of the Bidder Entity :

Description	FINANCIAL YEARS (All Figures in INR)		
	2016-17	2017-18	2018-19
Annual Turnover			

Signature of the Authorized
Signatory of the Tenderer with Seal of
the Firm/Company

Name: _____

Mob No. _____

Date: _____

NOTE: To be certified by Company Auditor(s) with Signature And Seal in Original,
on a Non Judicial Stamp Paper of Rupees 100/-, duly Notarised

FORM-III

DETAILS OF PREVIOUS CONTRACTS

Period of Contract From To	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Details of PRESENTLY RUNNING CONTRACTS

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by Institute officials:

Period of Contract From To	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Place:

SEAL AND SIGNATURE OF THE TENDERER

Date:



FORM-IV**CHECK LIST**

Sl. No.	Particulars	YES/NO
1	Have you filled , Signed (With Seal and Date) and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form (iv) Financial Capacity form and (v) Checklist	
2	Have you Read and Understood various conditions of the Contract and COMMIT YOURSELF to abide by them, UNCONDITIONALLY ?	
	TECHNICAL BID	
3	Have you enclosed the draft for Bid Security of Rs. 50,000/-	
4.	Have you attached the proof of having met the following minimum eligibility criteria?	
5.	Have you attested the Certificate issued by the Registrar of firms / Companies? (If Applicable)	
6.	Financial Capacity: Have you attached Audited Balance Sheets as required ?	
7.	Registration with Government Bodies like ESIC, EPF, Labour Laws, Service Tax Have you attached a copy of each of the Registration certificate?	
8.	Have your Technical Bid been prepared as per the requirements of the Tender ?	
9	Menu Card(s)/Booklet(s) in original with CLEAR Markings on Items, that are desired by the Institute and being present in the Menu Card/Booklet, for each of the Establishments, whose Experience is being relied upon by the Bidder	
	FINANCIAL BID	
10.	Have your Financial Bid proposal been duly filled as per instructions ?	
11.	Have you SIGNED and put the Seal with date, on each page of Section 7 i.e. the Financial Bid ?	
12.	Have you quoted prices against each of the category/item ? REMEMBER – Bidding for all the 100% Items is ESSENTIAL OR ELSE THE BID SHALL BE CANCELLED SUMMARILY	
13.	Have you provided cost break ups for all components in the Financial bid?	
14.	Have you attended pre-bid site visit/briefing ?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the Authorised Signatory of the
Tenderer with seal of the Firm/Company

Name: _____

Mob No. _____

Date: _____

Handwritten signature

Marks Award and Evaluation Format

Sl. No.	Criterion	Maximum Marks (100)	Marks Scored
1	Seating Capacity	10	
A	Upto 40 Persons (5)		
B	More Than 40 Persons (10)		
2	Own Outlet / Franchisee	10	
A	Outlet Existence for upto 5 Yrs (5)		
B	Outlet Existence for more than 5 Yrs (10)		
3	General Cleanliness and Sanitation	20	
4	Maintenance of Liveliness in General Ambience	15	
5	General Orderliness in Restaurant	15	
6	Cooking Staff / Chef	10	
A	Only Skilled (5)		
B	Professionally Trained (10)		
7	Quality of Food Items Served (Based upon random Selection and tasting)	20	

Important Notes:

- 1) This Evaluation forms a part of the Technical Qualification Criterion.
- 2) Marks Score of at least 60 shall be required to QUALIFY the Technical Qualification, with a Marks Score of at least 12, in General cleaning & sanitations criteria.
- 3) Those Bidders who are unable to organize the visit of their premises, (on whose experience they are relying upon), within a period of 30 days from the closing date of Tender, shall be disqualified from the process outright.

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SECTION-9

(INTEGRITY PACT)

Hanji

INTEGRITY PACT	IIITA
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To,

.....,

.....,

.....

Sub: Ref. No.- _____ for Offer of Cafeteria Catering Services at IIITA Cafeteria

Dear Sir,

It is hereby declared that IIITA is committed to follow the Principles of Transparency, Equity and Competitiveness in Public Procurement.

The subject **Notice Inviting Tender** is an invitation to offer **Cafeteria Catering Services at IIITA Cafeteria** and is made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/ bid documents, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIITA.

Yours faithfully,

Assistant Registrar (Purchase)
IIIT-A



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(to be printed on Supplier's letterhead)

To,
Faculty In charge ,Purchase.
IIIT, Allahabad

Sub: Submission of Tender for the work of Cafeteria Catering Services at IIITA Cafeteria

Dear Sir,

I / We acknowledge that IIITA is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the Tender / Bid Document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer **Cafeteria Catering Services at IIITA Cafeteria** and is made on the condition that I / We will sign the enclosed Integrity Agreement, which is an integral part of tender document, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the IIITA.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted. I/ We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the **Commitments of the BUYER** of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, IIITA shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours Faithfully,

(Tenderer / Bidder OR Its Duly Authorized Signatory)



(to be printed on Supplier's letterhead)

INTEGRITY PACT

General

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on day of the month of , between, on one hand, the **Indian Institute of Information Technology, Allahabad** acting through Faculty In-Charge Purchase, of Indian Institute of Information Technology, Allahabad hereinafter called the "BUYER" of the First Part and M/s..... represented by Shri Director /Chief Executive Officer/ General Manager / Proprietor hereinafter called the "BIDDER/Seller" of the Second Part.

WHEREAS the BUYER proposes to procure

.....

(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Body/Department of the Government of India performing its functions on behalf of the President 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 said stores / equipment 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 prevent 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:

Handwritten signature

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER(s) :

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been



paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit

- 5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIIT Allahabad through the following instruments:
 - (i) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the IIIT Allahabad shall be treated as conclusive proof of payment.



- 5.2 The Earnest Money shall be valid up to a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.5 In case of successful BIDDER, BID SECURITY will be returned within 15 days from the date of submission of Performance Guarantee Bond.

6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE :

- 6.1 Performance Guarantee Bond is mandatory.
- 6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Faculty In charge (Purchase), IIITA on or before 15 days from the date of issue of order acknowledgement. The performance guarantee bond to be furnished in the form of Bank Guarantee as per proforma or annexure of the tender documents, for an amount as mentioned in the tender document.
- 6.3 The Performance Guarantee Should be established in favour of "IIIT Allahabad" payable at Allahabad.
- 6.4 Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
- 6.5 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 6.6 The performance guarantee bond shall be kept valid during the period of contract and shall continue to be enforceable initially for a period of fifteen months from the date of commence of contract.

7. Sanctions for Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the

BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

8. Fall Clause

8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other department of State Government/ Central Government or PSU and if it is found at any stage that similar product/system or sub-system was supplied by the BIDDER to any other Department of State Government/ State Government or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. Independent Monitors

9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Indian Institute of Information Technology, Allahabad).

9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

9.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.

- 9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 9.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. 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 & documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and Jurisdiction is the Seat of the BUYER.

12. 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.

13. Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER

BIDDER

Faculty In charge, Purchase, IIIT Allahabad

Signature with seal

Witness

Witness

1. _____
(Indenter)

1. _____

2. _____

2. _____



SECTION-10

(AGREEMENT/CONTRACT FOR SUCCESSFUL BIDDER)

A handwritten signature in black ink, consisting of a vertical line on the left, a horizontal line, and a vertical line on the right with a small flourish at the top.

ON NJS, duly NotarisedDRAFT OF THE AGREEMENT**TO BE JOINTLY SIGNED BETWEEN IIITA AND THE CONTRACTOR FOR RUNNING CAFETERIA AT, IIITA, ALLAHABAD***(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Contractor)***AGREEMENT**

This Agreement made on this date _____ between the Indian Institute of Information Technology, Allahabad (hereinafter called the IIITA of one part and Shri/Mrs./Ms _____ of M/s _____ of the other part (hereinafter called the caterer). IIITA needs a caterer to run Cafeteria for supply of tea, coffee, cold drinks, juice, biscuits, snacks, high-tea, break-fast, lunch and dinner, etc as mentioned in the Tender Document invited by the IIITA to the staff, Officers and guests of the IIITA. Whereas it is thought desirable to grant a Contract (not beings lease) to the caterer to prepare and serve the aforesaid items to the IIITA's staff, Officers and guests in the Cafeteria and in the Board Room/Senate Hall/ Visitor's Hostels or at any other places as decided by IIITA (in special cases as and when required).

The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

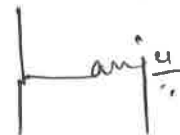
1. That the Caterer has been granted the contract to provide for ,primarily, the Catering Services (to run the Institute Cafeteria) at IIITA, Jhalwa Campus, Prayagraj (Allahabad) and includes providing of similar services at Visitors' Hostels of the Institute alongwith Catering Services within the entire IIIT Allahabad Premises / Estate, on as-is-where-is-basis.

The Scope of services shall *inter alia* include the following:

- a) To Prepare, Process, Cook and Serve, Prepared and Cooked / Packaged food items, after taking into account the Fitness of items for human consumption, availability of seasonal vegetables and fruits, Nutritional aspects of food items, etc. to the IIITA Stakeholders.
- b) To serve Tea/Coffee, Biscuits and Snacks etc. items alongwith other associated Catering services, as may be required during or conduct of , events like Official Meetings/Conferences/Workshops /Symposiums and Seminars, or the likes, whenever called upon to do so, including Saturdays/Sundays/Holidays, anywhere in the Institute Premises / Estate.
- c) To provide efficient, quality and unhindered services to the Institute Guests housed in Institute Visitor's Hostels.
- d) To extend similar services as in (a,b & c above), to the Faculty / Officers / Students / Staff Members alongwith their Family Members and Guests, whenever so approved by the Competent authority / Cafeteria Committee.
- e) To provide services, whenever called upon to do so, on Special occasions like VIP Visits / Eminent Dignitaries Visit to Campus , etc.
- f) To not entertain any outsider in the Institute premises, until accompanied by an Institute stakeholder.
- g) To provide for VIP meal(s)/ Snacks along with catering as per requirement of the Institute , on mutual agreement basis, anywhere in the Institute Premises / Estate.
- h) To maintain the Institute's Cafeteria Premises as a Vegetarian Outlet. Onion and Garlic is allowed to be used in Preparations / Servings.
- i) To maintain such vigil as NOT to allow or promote any anti-national / anti institutional activity to happen from the premises under the charge of the authorized vendor.



2. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere AND CONFORM TO FSSAI Standards, as and wherever applicable, at all times during the dealings at the Institute Cafeteria premises. The Director IIITA/ Cafeteria Committee or other designated nominees of the Director for the purpose, IIITA may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of the IIITA with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the IIITA's authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items.
If, however, this problem recurs in spite of warning having been issued, the IIITA reserves the right to impose financial penalty as decided by the IIITA's authorities or the contract may be cancelled without giving any notice.
3. The items of menu, which the Caterer would be expected to supply in the Cafeteria, are indicated in the List attached. The rates of items to be served by the Caterer shall be valid on annual basis, as indicated in the tender Document and in-between revision shall NOT be generally allowed.
4. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Allahabad or any other Government/Statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Cafeteria Kitchen/Cooking area or Dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.
5. That in the event of any other Government/Statutory Body / Authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.
6. That the contractor has agreed to pay to the IIITA electricity charges on the basis of actual units consumed, at the Institute approved rates, provided he uses the electrical energy of the Institute OR ELSE s/he shall be free to have a direct electrical connection from UPPCL, for which Institute would facilitate. Institute also encourages the use of alternative Energy resources.
7. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the IIITA's staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.
8. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the IIITA due to his actions, disobedience or misconduct, the caterer shall accept the decision of the IIITA as final and abide by such decision. such an event, the IIITA shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the IIITA's authorities indemnified.
9. The IIITA will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has not fulfilled any of the conditions of this contract or that his working is unsatisfactory, the IIITA may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.
10. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.
11. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the IIITA to the contractor and the possession of the premises will always that of the IIITA, even when the premises are in use or occupation of the caterer.
12. The IIITA shall provide to the caterer the available Kitchen Equipments, Furniture & Fixtures, etc. **on AS-IS-WHERE-IS-BASIS** and he will maintain them in good condition. He shall be responsible for their maintenance and return to the Institute in good condition, subject to normal wear and tear.
13. The caterer shall provide all other implements for running the Cafeteria like crockery, cutlery, table



- linen, flower posts, livery or the Cafeteria Staff and these shall be of good quality and standard.
14. The caterer shall be required to procure commercial cylinders in sufficient quantity for cooking purposes at his cost. The caterer shall be responsible for any loss/theft of the equipment provided to him by the IIITA.
 15. The caterer shall also be responsible for the upkeep of equipments provided by the IIITA. In case of any damage to the furniture and equipments (list attached) by any person, he will immediately inform in writing the concerned authorities of the IIITA for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the IIITA.
 16. All the equipments, furniture/fixtures, and electrical installation of the Cafeteria kitchen/dining hall will be given to Contractor in good working condition. These will be used carefully & cautiously by his employees.
 17. That the Special conditions as mentioned in the NIT are also UNCONDITIONALLY acceptable to the Contractor.
 18. That the Caterer will maintain a Suggestion Book for recording suggestions for improvement of Cafeteria Services. Such suggestions, as approved by the IIITA's authorities, will forthwith be acted upon. The suggestion book will be kept open for inspection by the IIITA Cafeteria Committee/ designated authorities. In witness whereof the parties have put their hands to this agreement on the day aforesaid.
 19. All the terms and conditions of the tender notice number _____ dated _____ inviting bids, will be an integral part of the agreement.

Signed on behalf of the Contractor
the IIITA

Signed for and on behalf of

(Authorized Signatory)
Faculty In charge, Purchase

(Authorized Signatory)

