



NOTICE INVITING TENDER

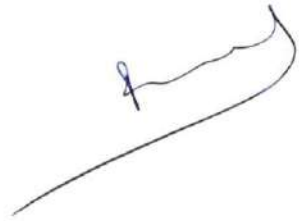
TENDER DOCUMENT FOR COMPLEMENTARY CATERING SERVICES (CAFETERIA)

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6/2/2018

Indian Institute of Information Technology, Allahabad

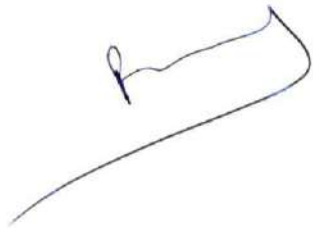
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SECTION-1

(NOTICE INVITING TENDER)

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Tender Notice

Sealed tenders are invited under **Two Bid Systems (Technical & Financial)** for **Complementary Catering Services (Cafeteria)** at Indian Institute of Information Technology, Allahabad. The detailed specifications and terms & conditions are attached herewith.


Tender document may be downloaded from the Institute website www.iiita.ac.in

The "Technical and Commercial Bids" in two separate sealed envelopes placed in a single envelope with **Name of the tender, ref. number and closing date super scribed** on the top of the envelope addressed to the Faculty In charge, Purchase, IIIT-Allahabad up to **01/03/2018 at 12:00 noon**. Quotations duly sealed may also be dropped in the tender box placed in the office of the Faculty In-charge (P) IIIT-Allahabad. Institute is not responsible for the postal delay if any, in the delivery of the documents or non receipt of the same. Basic rate and taxes etc. must be quoted separately, F.O.R. destination at IIIT-A, Jhalwa, Allahabad.

The technical bid received in prescribed proforma will be opened in the presence of the tenderers, or authorized representatives interested to be present, on **01/03/2018 at 03:30 P.M.** The Financial bids of technically qualified tenderers will only be opened after technical evaluation by the Technical Committee.

Tender No. IIIT-A/FIP/486/2018	Dated : 08.02.2018
Important Dates	
Date of publishing	08.02.2018
Site Visit and Clarification Start Date	09.02..2018
Site Visit and Clarification End Date	13.02.2018
Pre-bid meeting	19.02.2018 At 15:00 HRS
Bid Submission End Date	01.03.2018 till 12:00 HRS
Date of Technical Bid Opening (online)	01.03.2018 at 15:30 HRS

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Director, IIITA shall be final and binding.

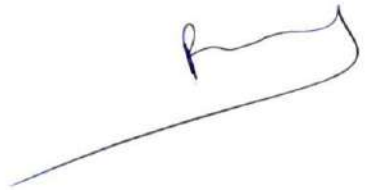

(Dr. Pramod Kumar)
Faculty In-charge (P)

Copy to:

➤ **P.S to Hon'ble Director for kind information.**

SECTION-2

(AFFIDAVIT)

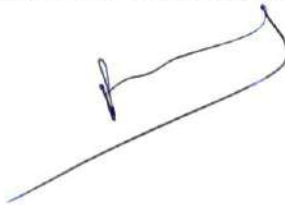
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(ON NON-JUDICIAL STAMP PAPER OF RS.10/-)

AFFIDAVIT

I/we Partner(s)/Legal
Attorney/Proprietor(s)/Accredited Representative(s) of M/s.....
solemnly declare that :

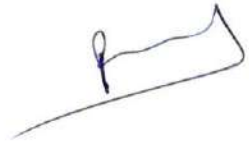
2. I/we am/are submitting tender for providing Complementary Catering Services (Cafeteria) at IIIT, Allahabad with manpower and material
3. I/we or our partners do not have any relative working in IIITA.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information 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 EMD 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, department 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 (EMD) and blacklisting of my/our firm and all partners of the firm etc.
9. I/we also declare that the Government of India or any other Government body 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.
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.



(Signature of the Tender with Seal)
Seal of Notary
Date :

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 Three (03) years as on 01.03.2018. The caterer is required to meet the catering requirement of **IITA Cafeteria Committee**.

1.1.2 Experience of having continuously running the catering services during the last three years ending 01.03.2018 as per following:

Similar completed works each having not less than 100 persons on its dining strength per day in last three years . Due weightage would be given to the bidders with more experience.

Similar nature of work means the running of the Canteens / mess of government departments/ institutions / organizations / companies / guest houses for officers/staff and officer trainees.

1.2 Average Financial Turnover (Gross):

1.2.1 The bidder's average annual financial turnover (gross) in catering services during the last three financial years, i.e., 2014-15, 2015-16 and 2016-17, should not be less than Rs.20 Lakh.

1.3 Performance Certification:

1.3.1 Tenders received without proper documents, including demand draft, shall be summarily rejected. For the purpose of pre-qualification, applicant will be evaluated in the following manner:

1.3.2 The initial criteria prescribed in Para 1.1 above, in respect of years of operation in the business, experience of similar class of work completed and financial turnover will first be scrutinized and the applicant's eligibility for the work will be determined.

1.3.3 The above may be followed by the visit of the Team of **IITA Cafeteria Committee/ Tender Evaluation Committee** to the sites of the contractor to inspect the site(s) at present contract(s) for on- the-spot first hand information regarding the 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 will be opened.

2. EARNEST MONEY DEPOSIT (EMD)

The original hard copy of Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favour of “**Indian Institute of Information Technology**” payable at **Allahabad** should be attached in a sealed envelope superscripted “**EMD for providing Complementary Catering Services (Cafeteria)**”.

- Tender received without EMD or EMD for lesser amount will be summarily rejected.
- The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD.
- The EMD 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 EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. Unsuccessful bidders may collect the EMD 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 EMD on behalf of the bidder, after providing an authorization letter from the bidder along with a copy of his photo identity card.
- The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.
- EMD 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 Financial Bid.

4. **EXTENTION OF LAST DATE AT THE DISCRETION OF THE IIITA:** The IIITA, may in 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. OPENING OF TECHNICAL AND FINANCIAL BID

- Bids (complete in all respect) received along with draft of EMD (Physically) 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 EMD will be rejected straightaway.
- A duly constituted committee will evaluate eligibility criteria of bidders. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.
- 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 and financial bid will not be opened;

- After scrutiny of technical bids, the committee shall shortlist the eligible bidders who qualify in the technical evaluation stage;
- 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;
- 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;

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 EMD submitted by the firm will be forfeited;

8. **VALIDITY OF BIDS**

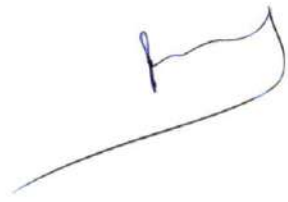
- Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- The client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

9. **RIGHT OF ACCEPTANCE:**

- The Director, IITA reserves all 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, IITA 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, IITA reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on 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, IITA reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.
- The Director, IITA may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

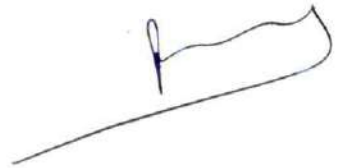
10. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 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)



Complementary Catering Services (Cafeteria), IITA

1. Preparation, processing, cooking and serving of prepared and cooked food items, after taking into account the availability of seasonal vegetables and fruits, to the IITA Family. The workers have to work under the guidance of Canteen Supervisor. The workers will work in Kitchen and Dining area. Cleaners cannot be used for kitchen works.
2. The agency is also required to serve Tea/Coffee, biscuits and snacks etc. during official meetings/conferences and seminars including Saturdays/Sundays.
3. Vendors may install vending machine to provide tea, coffee, cold drink, hot soups. 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.
4. Vendors must have to run three separate counter as follows –
 - i. Main Course Counter (Food Service)
 - ii. Snacks and Breakfast Counter
 - iii. Beverages Counter
5. Vendors are desired to quote their rates of all items for above three counters (Annexure-II) separately failing which tender may be rejected.
6. Evaluation of offers will be made on the basis of total amount of all items inclusive of all charges, taxes, duties, etc., for the indicated quantity in the attached format. Rate for all the items is to be quoted by the tenderer. In case of any item has not been quoted by any bidder that bid for such items will be loaded with the highest rate received for that item as evaluation is to be done on the total amount of all the items for the indicated quantity. However, while awarding the rate contract successful bidder has to supply all the items and for those items for which bidder has not quoted the rates will get the lowest rate received in the tender. Every bidder has to agree to this condition failing which its offer will not be considered for award of work.
7. Separate cooking station for Veg & Non-Veg is must.
8. VIP meal along with catering as per requirement of the Institute will be provided by the vendor.

Additional Job Specifications:

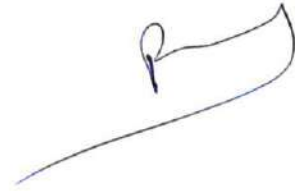
1. The agency is required to meet the day to day requirements of the officers, like breakfast, lunch, tea, snacks, coffee, cold drinks etc. and should have catering arrangements on requirement basis. No minimum guarantee will be furnished to the Contractor towards consumption of food items.
2. The agency 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 IITA Cafeteria should not be more than the local market rate and will be certified and reviewed by **IITA 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 worked in large canteens, hotels, messes for a period of three years and should have the sufficient knowledge and aptitude of preparing food both vegetarian and non-vegetarian.

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 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.
7. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the canteen premises should be cleaned and washed daily.
8. The Cafeteria shall remain open from 09:00 AM to 09:00 P.M. from Monday to Saturday. Any changes in the timings will be as approved by the concerned authorities.
9. After every meal (breakfast & lunch), all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and 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.
10. A complaint book will be kept in the canteen 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.
11. The Agency cannot make any alteration in rates without the prior approval of the Director, IIITA.
12. The bidders are required to visit the Cafeteria premise once before bidding the tender.

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SECTION-5

(TERMS & CONDITIONS)

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1. TERMS AND CONDITIONS (GENERAL)

- 1.1. 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 canteen during canteen working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.
- 1.2. **Food license for catering/canteen services issued by appropriate authority, i.e. License under FSS Act, 2006.**
- 1.3. The tenderer should have worked with Government/Public Sector Undertaking/Large Private Sector Institution of higher education having a Campus Guest House & Students' hostel facility with minimum of 100 persons.
- 1.4. IITA 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.
- 1.5. The tenderer should have **GST Registration.**
- 1.6. Vendors are desired to must be attached satisfactory certificate of previous services.
- 1.7. Before submitting the filled-in Tender Document to the IITA, 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.
- 1.8. The IITA reserves the right to change any condition of the tender before opening of the Technical Bids.
- 1.9. The successful bidder will have to enter into an agreement with the IITA as per draft agreement, subject to amendment before signing, given in **Section - 10** before taking charge of the Cafeteria and commencement of the Cafeteria work.
- 1.10. Canvassing in any form will make the tender liable to rejection.
- 1.11. **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.**
- 1.12. The revision in the quoted rates after one year to the extent of maximum 10% on yearly basis can be considered with negotiations and mutual consent to compensate inflationary effect if any and subject to extension of contract.

- 1.13. The offer should be valid for a period of at least 120 days from the date of the tender opening.
- 1.14. Director, IITA 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.
- 1.15. 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 bidder's own.
- 1.16. The tenderer should be prepared to come to IITA Campus, to take part in discussion, if required at a short notice.
- 1.17. **Pre-bid meeting: A pre-bid meeting would be held on 19.02.2018 at 15:00 HRS in IITA Campus. The tenderer who require any clarifications of the tender documents are invited for the meeting.**
- 1.18. Request for any further extension of the above deadline shall not be entertained. Delayed and/or incomplete tenders shall not be considered.
- 1.19. 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 likely to arise out of the agency's failure to fulfill such statutory obligations.
- 1.20. If the Agency fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.
- 1.21. The Agency shall be solely responsible either for any injury, damage, accident to the workman 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.
- 1.22. The workers employed by the Agency shall wear uniform and name badge, which is provided by the Agency, and the agency, shall be responsible for the discipline of his workers. The workers are not employees of the IITA and shall not have any claim whatsoever on the IITA and shall not act detrimental to the interest of the IITA. 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.
- 1.23. The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.
- 1.24. No accommodation will be provided in the campus for the workers .The Agency will make its own arrangements.

- 1.25. The Agency shall have to arrange for all cooking equipment, utensils, crockery services, table linen, flower and other necessary equipments etc. on his own for smooth running of the canteen and mess.
- 1.26. However, the canteens are already equipped with kitchen equipments, water cooler, exhaust fan, fly catchers, etc.
- 1.27. 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. **The Contractor will provide good quality table cloth/table linen approved by IITA Canteen Committee and flower in case of Sit Down Lunch/Dinner at his own cost. The Contractor shall replace table cloth/table linen/flower every day.**
- 1.28. The LPG (commercial) fuel for cooking purpose has to be arranged by the Agency.
- 1.28 The Agency shall not make or cook any meal(s) in the premises of the IITA for supply to any person(s) outside the IITA.
- 1.29 The Agency shall not make any alterations or additions to the area provided in side the premises for cooking and catering purposes.
- 1.30 All the documentation in the tender should be in English.
- 1.31 Sub-letting/Sub contracting the work is not permissible under any circumstances.
- 1.32 Successful Agency shall execute an agreement in the prescribed format.
- 1.33 The Tender should be complete in all respects.
- 1.34 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 Canteen Services shall remain valid initially for a period of **one year. It would be renewed further for a period of one year/ two year with revision of rates up to 10%.** However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of **three months.** The contract for the remaining 09 (Nine) months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.
- 2.2. The one year contract period is subject to renewal by the IITA on satisfactory performance on mutually agreed terms and conditions for a further period of one year/ two year mutually agreed to.

3. FORFEITURE OF EMD

- 3.1. EMD 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 canteen within seven days from the effective date of contract.
- 3.2. The Contract for award of Canteen Services through this Tender is likely to come into effect from **01st April, 2018**. Hence, the Financial Bids submitted by the bidders should be valid to become operative from 01 April, 2018. In view of this, no change in the financial bid will be allowed. If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

4. SECURITY DEPOSIT

- 4.1. The successful bidder will be required to submit Performance Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original) made in favour of "**Indian Institute of Information Technology, Allahabad**" payable at Allahabad for a sum of **Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only)** as Deposit on account of Performance Security. PBG will be released beyond 90 days after satisfactory completion of contract. Any conditions/ clause with regard to interest etc. shall not be entertained .
- 4.2. Performance Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original), renewed from time to time, will be retained by the IITA for the entire period of the contract.
- 4.3. 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 IITA, the Security Deposit will be forfeited without prejudice to the IITA Authority's right to proceed against the contractor for any additional damages that the IITA suffers as a result of the breach of the aforesaid terms and conditions.

5. CAFETERIA PREMISES

- 5.1 The canteen shall remain open from 9.00 A.M. to 9:00 P.M. from Monday to Saturday. However, depending on the exigencies, the contractor may be required to keep the Canteen open or close as per requirement of **IITA Cafeteria Committee**.
- 5.2 The possession of the premises to be assigned by the IITA to contractor for providing canteen services will always remain with IITA, even when the premises are in use or or not. The contractor shall vacate the premises immediately after termination of contract.

6. ELECTRICITY & WATER CHARGES

- 6.1 The IITA will provide free water. Electricity charges shall be paid as per actual consumption on the prevailing rates of Indian Institute of Information Technology, Allahabad at such higher rates as may be decided by the Institute from time to time.

7. PAYMENT

- The payment in respect of official hospitality bills of the IITA submitted in duplicate by the Contractor shall be released on monthly receipt basis subject to fulfillment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. **Any supply of food items without proper authorization by the designated authority of IITA will not be paid for. Income Tax, as applicable at the prevailing rates, will be deducted at source.**
- In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by the IITA for late payment.
- However, the rates for the canteen services shall be charged from the officer/staff on the rates as given in **Annexure II**.

8. TERMINATION OF THE CONTRACT

- The Contract can be terminated by either party, i.e., IITA or the Contractor, after giving three-months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, IITA reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. IITA's decision in such a situation shall be final and shall be accepted by 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 IITA, in good working condition, back to IITA.
- If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the canteen services, IITA reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.


10. PENALTY

- 10.1. The IITA reserves the right to impose a penalty of 0.5% per week or part thereof on the Contractor for delay in supplies and unsatisfactory performance or for any serious lapse in maintaining the quality and the services willfully or otherwise by the Contractor or his staff or for any adulteration. The maximum limit of such deduction would be 10%.

- 10.2. If the IITA is not satisfied with the quality of eatables served, regular unavailability of food items, services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the IITA will be at liberty to take appropriate necessary steps as deemed fit.
- 10.3. Force Majeure: The IITA 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.
- 10.4. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

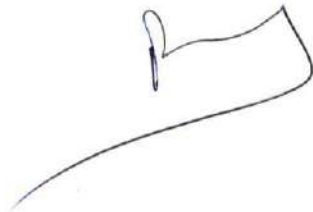
11. SETTLEMENT OF DISPUTES :

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 of 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.

SECTION-6

(STATUTORY OBLIGATIONS OF THE CONTRACTOR)



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 canteen services in IITA 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 **IITA Cafeteria Committee** the particulars of all the employees who will be deployed at the IITA'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 the IITA 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 IITA. As a result of the acts of the Contractor, if the IITA is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the IITA or the IITA 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 Security Deposit of the Contractor lying with the IITA.
- 1.9. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- 1.10. The Contractor shall at all times keep indemnified the principal employer, namely, IITA 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 person) and/or the owner and 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, etc. in force from time to time.

- 1.11. All employees engaged by the agency shall be comprehensively insured for accidents and injuries by the agency at his cost.
- 1.12. The verification of the antecedents of the staff will be 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 all times and maintain them properly.
- 1.13. The Contractor will be personally responsible for conduct and behavior of his staff and any loss or damage to IITA's moveable or immoveable property due to the conduct of the Contractor's 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 24 hours of intimation by IITA. The decision of the IITA's designated officer in this regard shall be final and binding on the Contractor.
- 1.14. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.
- 1.15. The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen and mess hall, floor, counter, benches, tables, chairs, etc. IITA management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.
- 1.16. The IITA reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. 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, whatsoever shall be made without prior written approval of the IITA.
- 1.18. **The canteen staff shall be issued identity Cards bearing photographs by IITA on regular basis as per the rules in force. However, verification of the antecedents of the staff will be responsibility of the Contractor. The contractor shall provide sufficient sets of Uniforms and a pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.**
- 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.

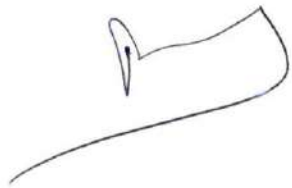
2. OTHER OBLIGATIONS OF THE CONTRACTOR

- 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 canteen 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 Canteen and Mess. Any breach of such restrictions by the Canteen 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 Canteen, Contractor, against any temporary or permanent posts in IITA. In case of any untoward incident/fire/death/injury of any employee of canteen, 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, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by IITA.
- 2.10. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.

SECTION-7

(TECHNICAL & FINANCIAL BID)



TECHNICAL BID

Cover-I (Technical Bid)		
Sl. No.	Document	Attached (Yes/ No)
1	Contact Details Form (Form-I) and undertaking (Page 35&36). __	
2	EMD of Rs. 50,000/- (Rupees Fifty Thousand only)	
3	Affidavit (see Section - 2) (Page 6).	
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 31.03.2017) from (i) Sales/Service Tax Department, (ii) Income Tax Department	
7	Proof of minimum experience (Form - III) (Page 38).	
8	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2014-15, 2015-16 and 2016-17	
9	Financial Capacity Form (Form-II) duly certified by company auditor (Page 37).	
10	Integrity Pact (see Section - 9) (Page 43-49).	
11	Check List Form (Form-IV) (Page 39).	

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company



Name: _____

Mob No. _____

Date: _____

ANNEXURE-II

**TENDER FOR IITA COMPLEMENTARY
CATERING SERVICES (CAFETERIA)**

Financial bid for IITA Cafeteria

(i) (a) Main Course Counter (Veg Meals):-

Sr no.	Name of the Items	Serving Size/Weightage	Discounted Price in INR	GST (%)	Total Price in INR
MEALS					
1.	Eco Meal	Poories 7 nos.175 gms, Aalu Dry Curry -150 gms, Pickles - 15 gms			
2.	Standard Veg. Meals	Rice(250 gms), Chapati (2 Nos), Dal (100 ml), Vegetable (100 ml), Curd (100 ml), Pickle			
3.	Veg Biryani / Pulav	250 gms of Basmati Rice + 100 gms Veg + 100 gms Raita			
4.	Deluxe Thali	Paneer Sabji + Seasonal Sabji + Rice + Dal + 1pc Laccha paratha/1 pc naan/2pcs roti + salad + sweet + achar			
5.	Basic Buffet Lunch (during meeting)	Soup, salad, rice, roti, daal, 2 veg items/paneer, raita/curd, achhar, desert			
6.	Chhole Chawal				
7.	Rajma Chawal				
8.	Chhole Bhatura				
9.	Shahi Paneer				
10.	Dal Makhani				
11.	MixVeg.				
12.	Hot & Sour Soup				
13.	Veg. Chowmein				
14.	Veg. Fried Rice				
15.	Veg. Manchurian (Gravy)				
16.	Paneer Chilly (Gravy)				
17.	Chinese Plaver				
18.	Tomato Pizza				
19.	Mushroom Pizza				
20.	Chilly Paneer Pizza				
21.	Onion Capsicum Tomato Pizza				
22.	Veg. Fried Rice Manchurian (Combo)	200 gm			
23.	Veg. Manchurian (Dry)	150gm			
24.	Paneer Chilly (Dry)				
25.	Lemon Rice	Quarter Plate			
26.	Curd Rice	300 gms + Branded Pickle Sachet			
27.	Chapati/ Parata with Dal and Pickle	150 gms (4 Nos Chapati or 2 nos of Parata) + 150 gms Dal and Branded Pickle Sachet			
28.	Chapati	30 gms , 1 Chapati			
29.	Parata	50 gms, 1 Parata			
30.	Curd (Pot)	150 ml in Pot			
31.	Curd	100 ml			

(b) Main Course Counter (Non-veg):-

Sr no.	Name of the Items	Serving Size/Weightage	Discounted Price in INR	GST (%)	Total Price in INR
1.	Special Lunch (Non-veg)	Basic Buffet Lunch + one non-veg main dish (butter chicken/ masala chicken/ muglai			

		chicken/ meat curry/ fish fried)			
2.	Executive Lunch/Dinner (Parital Buffet/Sit down)	Basic Buffet Lunch + two non-veg main dishes + cut fruits			
3.	Standard Non - Veg Meals	Rice (350 gms), Egg Curry (1/2 egg), Chicken Curry (150 gms), Pickle			
4.	Egg Biryani	350 gms - Basmati Rice incl 2 Eggs + 100 gms Raita			
5.	Chicken Biryani	250 gms of Basmati Rice+100 gms Chicken +100 gms Raita			
6.	Chicken Fried Rice	250 gms - Basmati Rice and 100 gms Chicken and Sauce			
7.	Egg Fried Rice	350 gms of Basmati Rice including one egg			
8.	Fish Curry with Rice	200 gms of Fisth Curry + 200 gms Rice with 2 pieces of flas without head and tail weighing 100 gms			
9.	Chicken Curry with Rice	Rice (250 gms) + 100 gms Chicken + 125 gms Gravy			
10.	Chilly Chicken (Boneless)	100 gms of Chilly Chicken (Bone less)			
11.	Chicken Curry	100 gms of Chicken + 125 gms Gravy			
12.	Fish Curry	2 Piece of fish of Popular variety without head and tail (weighing 100 gms) + 100 gms gravy			
13.	Egg Noodle	300 gms of Egg Noodles + Sauce			

(ii) Snacks and Breakfast Counter :-

Sr no.	Name of the Items	Specifications	Discounted Price in INR	GST (%)	Total Price in INR
1.	High Tea	Tea/Coffee, 2 types of bakery biscuits, 2 variety of veg snacks, pastry + fruit juice/ soft drinks			
2.	2 Paratha / 4 Chapati with Mix Veg Curry	2 Parata/50 gms each or 04 Chapati/ 30 gms each + 150 Veg Dry/ Curry			
3.	Omlette	2 Egg Omlette + One branded Tomato Sachet			
4.	Scrambled Egg	2 Eggs + 2 Slice bread			
5.	Boiled Egg	1 Egg			
6.	Egg Curry	2 Nos of Egg + 100 gms Gravy			
7.	Veg Noodles	packet of 75 gms			
8.	Jilebi Dahi	50 gms of Jilebi			
9.	Fresh Fruits with Custard	150 gms			
10.	Seasonal Fruits	150 gms			
11.	Boiled vegetable, sprouted Salad	100 gms			
12.	Fruit Juices- Mausambi, Orange, Pineapple, Apple, Mango (packed)	% Discount on MRP			
13.	Gulab Jamun	30 gms			
14.	Rasgulla	30 gms			
15.	Sweet (Branded)	Branded			
16.	Idly with chutney / Sambar	2 Nos of 40 gms each + 40 gms Chutney / Sambar			
17.	Medu Wada	2 Nos of 30 gms each + 40 gms chutney			
18.	Mix Dal Wada	2 Nos of 40 gms each + 40 gms Chutney			
19.	Shira Upma	70 gms of Shira + 70 gms of Upma + Chutney			
20.	Masala Dosa	70 gms Dosa + 80 gms Potato Masala + 40 gms Chutney / Sambar			
21.	Plain Dosa	70 gms of Dosa + Chutney			
22.	Rawa Masala Dosa	70 gms of Dosa + Chutney			
23.	Rawa Plain Dosa	70 gms of Dosa + Chutney			
24.	Paneer Dosa	70 gms of Dosa + Chutney			

25.	Onion Rawa Masala Dosa	70 gms of Dosa + Chutney			
26.	Onion Uttapam	Standard size			
27.	Mixed Uttapam	Standard size			
28.	Idli Sambhar	2 Idli and Sambhar 250 ml			
29.	Vada Sambhar	2 pav and bhaji 10 gms			
30.	Fried Idly	150 gms			
31.	South Indian Platter	6 pics with allo, pani			
32.	Poha Plate	150 gms			
33.	Dhokla	4 pcs (200 gms total)			
34.	Paneer Patties	Standard size			
35.	Bread Butter/Toast Butter (Sanwich Bread)	2 Slice of Bread + 10 gms Butter			
36.	Wada Pav	2 Nos of 50 gms wada each + 2 Pav + Chutney			
37.	Bread Pakoda	80 gms of Pakoda + Sauce or Chutney			
38.	Onion Pakoda	80 gms of Onion Pakoda + Tomato Sauce or Chutney			
39.	Sago Wada	Sago + Potato wada 2 nos of 40 gms each + Chutney			
40.	Samosa	2 nos of 50 gms each Samosa + Tomato Sauce or Chutney			
41.	Pyaj Kachori	40 gms of Kachori			
42.	Khasta kachori	40 gms of Kachori			
43.	Vegetable Sandwich	125 gms 2 Slices Bread with Veg + Sauce			
44.	Veg Cutlet	2 Nos of 50 gms each + Tomato Sauce			
45.	Brown Bread Sandwich	125 gms 2 Slices of Brown Bread with Cucumber and Tomato			
46.	Cheese Sandwich	2 Slices of Cheese Sandwiche of 60 gms + 50 gms Boiled Vegetables			
47.	Plain Cheese Pizza	150 gms			
48.	Veg Burger (125 gms 1 Piece)	35 gms Bun + 75 gms Cooked Cutlet + Onion, Tomato and Salad leaf + Sauce			
49.	Spl. Onion Uthappam	200gm			
50.	Potato Patties	Standard Size			
51.	Cheese Pasties	Standard Size			
52.	Bhelpuri	150 gms			
53.	Curd Vada-1Pc	100gm			
54.	Frying fries/French fried	125 gms			
55.	Paneer Cutlet – 02 nos.	100 gms			
56.	Roasted Dry fruit Cashewnut/Almonds/Pista	20gm			
57.	Paneer pakora	60 gm			
58.	Puri Sabzi				
59.	Dahi Bhalla				
60.	Papdi Chat				
61.	Raj Kachori				
62.	Veg Kabab				
63.	Plain Dhokla				
64.	Spring Roll				
65.	Veg. Cheese Burger				
66.	Veg. Cheese Grilled Sandwich				
67.	Paneer Tikka				
68.	Paneer Stuffed Paratha				
69.	Onion Stuffed Paratha				
70.	Aloo Stuffed Paratha				
71.	Mix Stuffed Paratha				

(iii) Beverages Counter :-

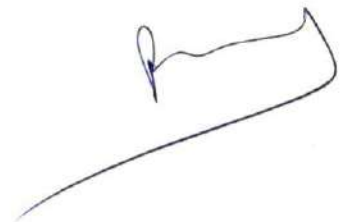
Sr no.	Name of the Items	Specifications	Discounted Price in INR	GST (%)	Total Price in INR
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1.	Soup	Tomato soup 150 ml + with/without Salt/Pepper			
2.	Normal Tea (preferably served in clay cup)	100 ml			
3.	Lemon Tea	100 ml			
4.	Organic Tea	100 ml			
5.	Tea (vending machine)	100 ml			
6.	Flavored Milk	Kaju Badam Masala Milk 150 ml			
7.	Butter Milk/ Sol Kadhi	150 ml			
8.	Packaged Drinking Water	1 Litre (Non Chilled/Chilled)			
9.	Cold Drinks of Standard Companies	% Discount on MRP			
10.	Energy drink	% Discount on MRP			
11.	Packed Lassi Packets of Standard companies	% Discount on MRP			
12.	Ice Cream of Standard Companies	% Discount on MRP			
13.	Biscuits	% Discount on MRP			
14.	Butter Scotch Chocolates	% Discount on MRP			
15.	Lemon Chocolates	% Discount on MRP			
16.	Caramel Chocolates	% Discount on MRP			
17.	Strawberry Chocolates	% Discount on MRP			
18.	Cherry Chocolates	% Discount on MRP			
19.	Blueberry Chocolates	% Discount on MRP			
20.	Chocolate Praline Pastries	200 gms			
21.	Blackberry Pastries	200 gms			
22.	Mango Tango Pastries	200 gms			
23.	Pineapple Pastries	200 gms			
24.	Raspberry Pastries	200 gms			
25.	Blueberry Pastries	200 gms			
26.	Lemon Pastries	200 gms			
27.	Fresh Shake (Pineapple, Banana, Badaam, Chocolate, Mango, Lychee)	200 ml			
28.	Tea with Tea Bag	Milk with Tea bag 150 ml in disposable cups of 170 ml capacity			
29.	Coffee Normal	Coffee with instant coffee powder (150 ml in disposable cups of 170 ml)			
30.	Coffee (Vending Machine)	100 ml			
31.	Hot Coffee	100 ml			
32.	Cold Coffee	200 ml			
33.	Milk in cup with sugar	150 ml			
34.	Milk (Amul Gold)	250 ml			
35.	Lemon Cheese Cake (on demand)	1 Kg			
36.	Strawberry Cheese Cake (on demand)	1 Kg			
37.	Chocolate Cheese Cake (on demand)	1 Kg			
38.	Blueberry Cheese Cake (on demand)	1 Kg			
39.	Fresh Strawberry Cake (on demand)	1 Kg			
40.	Fresh Pineapple Cake (on demand)	1 Kg			
41.	Black Forest Cake (on demand)	1 Kg			
42.	Dry Torte Cake (on demand)	1 Kg			
43.	Choco Walnut Cake (on demand)	1 Kg			
44.	Fruit Gateau Cake (on demand)	1 Kg			

45.	Choco Torte Cake (on demand)	1 Kg			
46.	Dark Devil Cake (on demand)	1 Kg			
47.	Celebration Cake (on demand)	1 Kg			
48.	Fresh Mango Cake (on demand)	1 Kg			
49.	Vanila				
50.	Chocolate/ Pineapple				
51.	Kesar Pista/ Butter Scotch				
52.	Choco Chips/ Tuty Fruty				
53.	Black Current Mango				

Note:

1. Extra serving is a portion of standard serving as served in the assorted dish.
2. All ingredients must of branded nature and attached in **(List-I)**



Quality of ingredients and other items

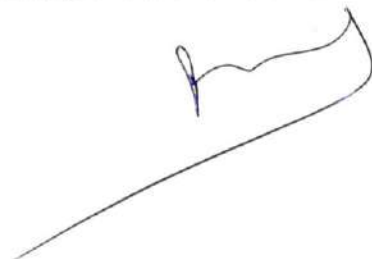
(List-I)

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

S. No.	Items	Brands
1	Mustard Oil	Dhara, Fortune, Nature fresh, Patanjali
2	Refined Oil (Sunflower)	Fortune, Nutrela, Patanjali
3	Tea leaves/ Chaipatti	Tata gold, Brook bond, Lipton, Organic India
4	Coffee Powder	Nescafe, Bru
5	Pickles (Mango/ Mix)	Mother, Priya
6	Instant Noodles	Maggi, Yippee, Surya
7	Wheat flour	Shakti Bhog, Aashirvad, Annapurna, Patanjali
8	Papad	Lijjat
9	Bread	Modern, Katorie, Britannia, Gomti
10	Jam	Kissan, Maggie, Patanjali
11	Butter, Cheese	Amul, Britannia, Mother Dairy
12	Tomato Sauce/ Ketchup	Kissan, Maggi
13	Milk for drink and curd	Amul, Parag
14	Spices	Ashok, M.D.H., Everest
15	Biscuit	Marie gold, Good Day
16	Salt	Tata, Annapurna
17	Cornflakes	Kellog's
18	Ghee	Amul, Everyday, Anik
19	Ice Cream	Vadilal, Mother Dairy, Amul, Kwality
20	Frozen Peas	Safal (off season), Mother Dairy
21	Liquid soap	Dettol or Lifebuoy
22	Phenyl	Domex or Lizol
23	Rice for Meal/ Pulao/ Biryani	High quality
24	Bombay Rawa/ Suji	High quality
25	Pulses (Red gram/Bengal gram/ etc.	High quality
26	Paper Napkin	Standard quality
27	Towel	Standard quality
28	Room Freshener, etc.	Standard quality
29	Chilli sauce/ Soya Sauce	Standard quality

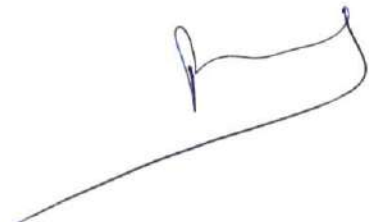
Note:

- a. These items are just indicative for the usage of only branded items for cooking food and other items. It will be the responsibilities of contractor to ensure the purchase of superior quality items, in the case of rice, pulses, vegetables, etc. also along with other branded items. 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.
- b. Jam should be real fruit jam
- c. Ketchup contains 100% tomatoes
- d. Vegetable should be fresh and not stale
- e. The items such as Rasgulla, Gulab Jamun and other sweets are to be purchased from shops like Kamdhenu, Haldiram, Bikaner, if not prepared on premises.
- f. The caterer may use any other FPO approved brands also, if permitted by the Mess Committee in writing.
- g. The mess committee shall have the right to change any brand provided the cost does not exceed the specified brand.



SECTION-8

(FORMS AND CHECK LIST)

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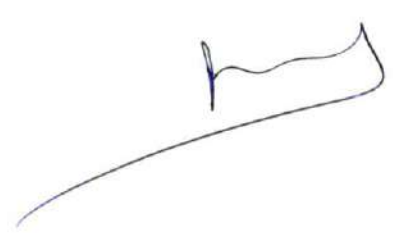
CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1	NAME OF THE COMPANY	
2	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	
4	TELEPHONE AND MOBILE NO.	
5	FAX NO.	
6	E-MAIL ID	

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

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



TENDER FOR COMPLEMENTARY CATERING SERVICES (CAFETERIA)

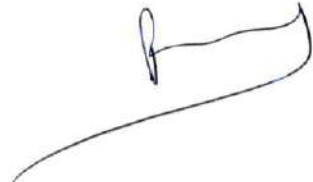
UNDERTAKING

We, _____
_____ (name and address of the firm) have in response to
enquiry of IIT, Allahabad dated _____ certify as under:

"The rate quoted for the items are not exceeding the rate quoted by us for any other State Government/
Central Government organization for similar items."

"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 my firm.

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

A handwritten signature in black ink, consisting of a stylized 'P' followed by a horizontal line and a curved flourish.

FINANCIAL CAPACITY FORM

Name of the Firm:

Address of the Firm:

Description	FINANCIAL YEARS (in INR)		
	2014-15	2015-16	2016-17
Annual Turnover			

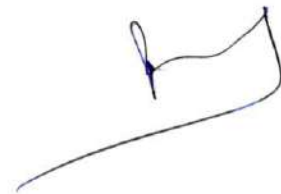
Signature of the
authorized signatory of the
Tenderer with seal of the
firm/company

Name: _____

Mob No. _____

Date: _____

NOTE: To be certified by Company Auditor with signature



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

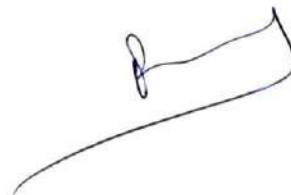
Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

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:



CHECK LIST

Sl. No.	Particulars	YES/NO
1	Have you filled 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 shall abide by them?	
	TECHNICAL BID	
3	Have you enclosed the draft for EMD 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?	
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?	
	FINANCIAL BID	
9.	Have your Financial Bid proposal duly filled as per instructions?	
10.	Have you quoted prices against each of the category/item?	
11.	Have you provided cost break ups for all components in the Financial bid?	
12.	Have you attended pre-bid site visit/briefing?	

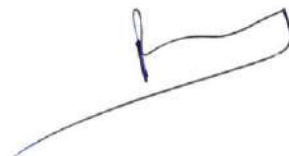
Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorised
signatory of the Tenderer with
seal of the firm/company

Name: _____

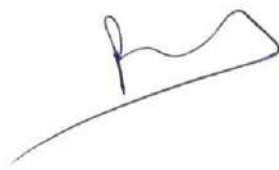
Mob No. _____

Date: _____



SECTION-9

(INTEGRITY PACT)

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INTEGRITY PACT	IIITA
-----------------------	--------------

To,

.....,
.....,
.....

Sub: Ref. No.- _____ for purchase of _____

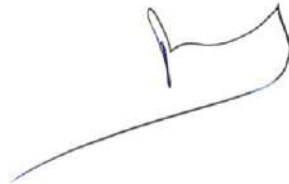
Dear Sir,

It is hereby declared that IIITA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject **Notice Inviting Tender** is an invitation to offer 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,



Faculty In charge ,Purchase.
IIIT-A

(to be printed on Supplier's letterhead)

To,
Faculty In charge ,Purchase.
IIIT, Allahabad

Sub: Submission of Tender for the work of _____.

Dear Sir,

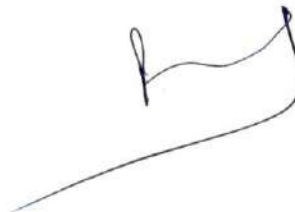
I / We acknowledge that IIITA is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the Notice Inviting Tender (IIIT) is an invitation to offer made on the condition that I / We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, 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,

A handwritten signature in black ink, consisting of a stylized 'H' followed by a long horizontal line that curves upwards at the end.

(Duly authorized signatory of the Tenderer / Bidder)

(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.

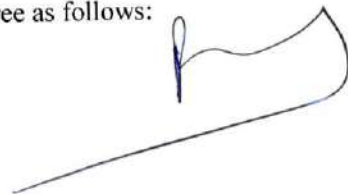
NOW, THEREFORE,

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:



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 BIDDERS :

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 IIT 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 IIT 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, EMD 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), IITA 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 "IIT 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 commencement 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 Law. 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, IIT Allahabad

Signature with seal

Witness

Witness

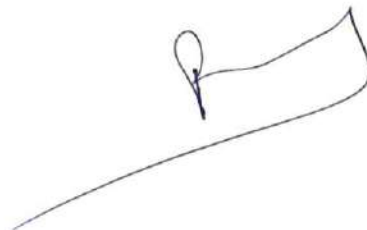
1. _____

1. _____

(Indenter)

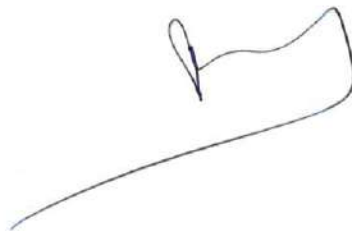
2. _____

2. _____

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SECTION-10

(AGREEMENT/CONTRACT FOR SUCCESSFUL BIDDER)

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DRAFT OF THE AGREEMENT

TO BE JOINTLY SIGNED BETWEEN IITA AND THE CONTRACTOR FOR RUNNING CANTEEN AT CAFETERIA PREMISES, IITA, 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 IITA of one part and Shri/Mrs./Ms. _____ of M/s _____ of the other part (hereinafter called the caterer). IITA 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 IITA to the staff, Officers and guests of the IITA. Whereas it is thought desirable to grant a Contract (not being lease) to the caterer to prepare and serve the aforesaid items to the IITA'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 IITA (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
 - (i) to run Cafeteria in the premises of the IITA
 - (ii) to run Vending machines at the IITA's Cafeteria as mentioned in the tender document and
 - (iii) to supply tea/coffee and snacks etc. during meetings/conferences
 - (iv) In order to evaluate the performance and services of the contractor, the contract will have probationary period of three months. The contract for the remaining 09 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.
initially for a period of one year w.e.f. **April 1, 2018** on the terms & conditions contained in the Tender Document, IITA's Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for twelve/ twenty four months, on the existing or mutually agreed to terms & conditions. The contract is also terminable on three-month notice by either side.
2. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere. **IITA Cafeteria Committee** and/or their authorized nominees 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 IITA 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 IITA'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.

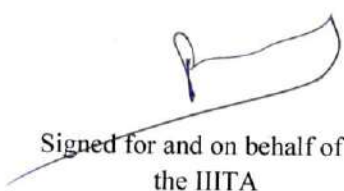
If, however, this problem recurs in spite of warning having been issued, the IITA reserves the right to impose financial penalty as decided by the IITA's authorities or the contract may be cancelled without giving any notice.

3. The items of menu, which the Caterer would be expected to supply in the Cafeteria, are indicated in the Appendix II. The rates of items to be served by the Caterer shall be valid on annual basis, i.e., from April to March every year and in-between revision shall NOT be allowed. The IITA may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.
4. That the caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.
5. 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 Canteen Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.
6. 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.
7. That the contractor has agreed to pay to the IITA electricity charges on the basis of actual units consumed.
8. 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 IITA'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.
9. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the IITA due to his actions, disobedience or misconduct, the caterer shall accept the decision of the IITA as final and abide by such decision. such an event, the IITA 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 IITA's authorities indemnified.
10. The IITA 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 IITA 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.
11. 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.

12. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the IITA to the contractor and the possession of the premises will always that of the IITA, even when the premises are in use or occupation of the caterer.
13. The IITA shall provide to the caterer necessary equipments, furniture & fixtures, **as per attached Annexure** and he will maintain them in good condition. He shall be responsible for their maintenance.
14. The caterer shall provide all other implements for running the canteen like crockery, cutlery, table linen, flower posts, livery or the Canteen Staff and these shall be of good quality and standard.
15. The caterer shall be required to procure gas refills 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 IITA.
16. The caterer shall also be responsible for the upkeep of equipments provided by the IITA. 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 IITA 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 IITA.
17. 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.
18. That the Caterer will maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by the IITA's authorities, will forthwith be acted upon. The suggestion book will be kept open for inspection by the IITA 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

(Authorized Signatory)


Signed for and on behalf of
the IITA

(Authorized Signatory)
Faculty In charge, Purchase