



Government eProcurement System		eProcurement System Government of India	
Tender Details		Date : 22-Sep-2022 12:12 PM	
		 Print	
Basic Details			
Organisation Chain	Indian Institute of Information Technology Allahabad		
Tender Reference Number	IIIT-A/SP/549/ 1694 / 2022		
Tender ID	2022_IIITA_713861_1		
Tender Type	Open Tender	Form of contract	Works
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No
Payment Instruments		Cover Details, No. Of Covers - 2	
Offline	S.No	Instrument Type	
	1	Bankers Cheque	
	2	Bank Guarantee	
	3	Demand Draft	
	4	R-T-G-S	
	5	FDR	
	6	NEFT	
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	DULY SIGNED AND STAMPED SCANNED COPY OF REQUIRED DOCUMENT ASKED IN ELIGIBILITY CRITERIA AND ANNEXURE
		.pdf	OTHER IMPORTANT DOCUMENTS AS PER TENDER DOCUMENTS.
2	Finance	.xls	PRICE SCHEDULE
Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details	
Tender Fee in ₹	0.00	EMD Amount in ₹	50,000
Fee Payable To	Nil	EMD through BG/ST or EMD Exemption Allowed	No
Fee Payable At	Nil	EMD Fee Type	fixed
Tender Fee Exemption Allowed	No	EMD Percentage	NA
		EMD Payable To	IIIT ALLAHABAD
		EMD Payable At	PRAYAGRAJ
Click to view modification history			

Work /Item(s)					
Title	Catering Services Cafeteria				
Work Description	Catering Services Cafeteria				
Pre Qualification Details	AS PER TENDER DOCUMENTS				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	0.00	Product Category	Miscellaneous Services	Sub category	CAFETERIA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	365
Location	PRAYAGRAJ	Pincode	211015	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	IIIT ALLAHABAD
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	22-Sep-2022 06:00 PM	Bid Opening Date	14-Oct-2022 04:00 PM
Document Download / Sale Start Date	22-Sep-2022 06:00 PM	Document Download / Sale End Date	13-Oct-2022 12:00 PM
Clarification Start Date	22-Sep-2022 06:00 PM	Clarification End Date	04-Oct-2022 10:00 AM
Bid Submission Start Date	22-Sep-2022 06:00 PM	Bid Submission End Date	13-Oct-2022 12:00 PM

Tender Documents				
NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	TENDER DOCUMENTS	1600.12
Work Item Documents	S.No	Document Type	Document Name	Description
	1	BOQ	BOQ_750961.xls	PRICE SCHEDULE
	2	Tender Documents	TENDERDOCFI.pdf	TENDER DOCUMENTS

Auto Extension Corrigendum Properties for Tender		
Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	2	10
2.	2	7
3.	2	5

Bid Openers List			
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	sanjaykumar@iiita.ac.in	SANJAY KUMAR	SANJAY KUMAR
2.	jayant@iiita.ac.in	Jayant Biswas	JAYANT BISWAS
3.	rkjena@iiita.ac.in	Rajendra Kumar Jena	RAJENDRA KUMAR JENA

GeMARPTS Details	

GeMARPTS ID	D270D31660RI
Description	CATERING SERVICES CAFETERIA
Report Initiated On	22-Sep-2022
Valid Until	22-Oct-2022

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority

Name	AR PURCHASE
Address	AR PURCHASE IIIT ALLAHABAD

Tender Creator Details

Created By	Jayant Biswas
Designation	Assistant Registrar
Created Date	22-Sep-2022 12:12 PM



NOTICE INVITING TENDER (E-PROCUREMENT MODE)

1. E-bids are invited through **Central Public Procurement Portal (CPPP)** under Two-bid system for the “**Catering Services (Cafeteria)**” at Indian Institute of Information Technology, Allahabad (IIITA). The complete Bid document may be downloaded from CPPP and IIITA website. Physical bids will not be accepted.

TENDER SCHEDULE

Date of issue/publishing	: 22/09/2022
Document download/sale start date	: 22/09/2022
Document download/sale end date	: 13/10/2022 (12.00 noon)
Last date and time for uploading bids	: 13/10/2022 (12.00 noon)
Last date and time for receipt of queries	: 04/10/2022 (10.00 am)
Date of issuing corrigendum, if any	: 07/10/2022 (10.00 am)
Date and time of Technical Bid opening	: 14/10/2022 (04.00 pm)
Date and time of Price Bid opening	: Will be informed later
Bid Security (Earnest Money)	: Rs.50,000/- (Rupees Fifty Thousand Only)
Performance Security	: 1,50,000/- of Purchase Order amount
Warranty	: See Technical Specifications
Number of covers	: 2
Bid validity period	: 90 days from the date of opening of Technical Bid
Address for communication	: Purchase Section IIITAllahabad, Jhalwa, Prayagraj – 211015
Contact number	: Tel: 0532-2922051
Email address	: Bidder may submit their Queries/Clarification , if any, latest by 03/10/2022 (10.00 am) through cpp portal. Queries/Clarification sent to any other Email ID will not be entertained.

Note: If any of the above days happens to be an IIITA holiday, the next working day shall be implied.



2. **Details of Bid Security:**

- a. Bid Security may be provided through direct transfer (RTGS/NEFT), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the Commercial Banks. If Bid Security has been submitted by any other mode than NEFT/ RTGS, then hard copy of the Bid Security has to be sent by Registered Post. It should reach IIITA Campus before the bid submission deadline to the name of Jt. Registrar (Stores & Purchase), Indian Institute of Information Technology Allahabad, Deoghat, Jhalwa, Pincode-211015, Prayagraj. In envelope super scripted the tender Id or tender reference Number and with company full address.(If applicable then)
 - b. The details for payment are as follows:
Account Name: IIIT-A EMD and security deposit account
Bank Name: Punjab National Bank
Address: Pipalgaon Branch, Allahabad, Prayagraj
Account No.: 8636000100031943
IFSC Code: PUNB0863600
 - c. **Validity:** The Bid Security is to remain valid for a period of 45 days beyond the final bid validity period.
 - d. **Exception for Bid Security:** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSMEs) or are registered with the Central Purchase Organization or Concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from BID SECURITY. Such bidder needs to submit relevant certificate issued by competent authority along with technical bid of tender.
3. Complete Bidding document is available in Government of India's E-tender website. The bids should be submitted through the same website (<https://eprocure.gov.in/eprocure/app>). All amendments, time extension, clarifications etc. will be uploaded in the CPPP website and www.iiita.ac.in and it will not be published in newspapers.
 4. Bidders should regularly visit the above websites to keep themselves updated.
 5. Bidder may note that Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
 6. The Director of IIIT-Allahabad reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the Director; IIIT-Allahabad shall be final and binding.

(Store & Purchase Section)



1 INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidder in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

1.1 REGISTRATION

- 1.1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 1.1.2 As part of the enrolment process, the bidder will be required to choose a unique username and assign a password for their accounts.
- 1.1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra / Capricon etc.), with their profile.
- 1.1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

1.2 SEARCHING FOR QUOTATION /TENDER DOCUMENTS

- 1.2.1 There are various search options built in the CPP Portal, to facilitate bidder to search active Tender by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tender, wherein the bidder may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 1.2.2 Once the bidders have selected the tender they are interested in, they may download the required documents schedules. These tenders can be moved to the respective ‘My Tender’ folder. This would enable the CPP Portal to intimate the bidder through SMS / e-mail in case there is any corrigendum issued to the Tender document.
- 1.2.3 The bidder should make a note of the unique Tender ID assigned to each Tender, in case they want to obtain any clarification / help from the Helpdesk.

1.3 PREPARATION OF BIDS

- 1.3.1 Bidder should take into account any corrigendum published on the Tender document before submitting their bids.
- 1.3.2 Please go through the Tender / Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Quotation document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 1.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidder. Bidder can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.4 SUBMISSION OF BIDS

- 1.4.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 1.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document.
- 1.4.3 A standard BOQ format has been provided with the Tender document to be filled by all the bidder. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidder are required to download the BOQ file, open it and **complete the white colored (unprotected) cells** with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the



details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases, Financial Bids can be submitted in RAR format as well (in lieu of BOQ).

- 1.4.4 The server time (which is displayed on the bidder' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidder should follow this time during bid submission.
- 1.4.5 All the documents being submitted by the bidder would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done.
- 1.4.6 The uploaded Tender documents become readable only after the Tender opening by the authorized bid openers.
- 1.4.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 1.4.8 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

1.5 ASSISTANCE TO BIDDER

- 1.5.1 Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the Tender.
- 1.5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

1.6 GENERAL INSTRUCTIONS TO THE BIDDER

- 1.6.1 The Tender will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidder is required to upload all the documents in .pdf format.
- 1.6.2 Possession of a Valid Class- III Digital Signature Certificate (DSC) in the form of smart card/e- token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

1.7 COST OF BIDDING DOCUMENTS

- 1.7.1 The vendor (bidder) shall bear all costs associated with the preparation and submission of its bid and IIITA will in no case be held responsible or liable for the costs, regardless of the conduct or outcome of the bidding process.



2 GENERAL CONDITIONS OF CONTRACT

- 2.1 Bidder must fill the Letter of Undertaking (Annexure-IV) and Declaration Performa (Annexure-V) complete in all respect.
- 2.2 Bidder must quote their rates exclusive of all taxes and duties. Taxes applicable may be quoted separately giving full details.
- 2.3 For the Bidding/ Tender Document Purposes, Indian institute of information Technology, Allahabad shall be referred to as 'Institute' and the Bidder/ Successful Bidder shall be referred to as 'Contractor and / or Bidder or Tenderer / Supplier/ Vendor'.
- 2.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 2.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with Bid Security receipt or the proof of exemption from Bid Security and an Undertaking In lieu of Bid Security, or any other requirements stipulated in the tender documents are liable to be rejected.
- 2.6 The Bid Security shall be returned through electronic transfer if submitted online to the bidder(s) bank account as provided by the bidder(s) or it will be returned by post whose offer is not accepted by the Institute within 15 days after finalization and award of the contract without any interest. If the return of Bid Security is delayed for any reason, no interest/penalty shall be payable to the bidder.**(If required)**
- 2.7 The Parties to the Contract/Agreement shall be the successful bidder (to whom the Services or Supply has been awarded) and the Institute, IIIT-Allahabad.
- 2.8 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to IIIT-Allahabad. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 2.9 **Each page in the bid document must be numbered properly and duly signed & sealed by the bidder. Submit the tender document as per Instruction for Online Bid Submission.**
- 2.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- 2.11 In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format i.e. Price Bid in Excel sheet attached as ‘.xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- 2.12 Quoted rate should be valid as asked in “Tender Schedule”.
- 2.13 All figures etc. must be in English Language only.
- 2.14 The lowest rate will not be the basis of claim to get the order.
- 2.15 The firm blacklisted by any IIT/IIIT/NIT/Government Department/PSU/PSU Banks/Autonomous Bodies/Statutory Bodies in India at any stage need not to apply.
- 2.16 Director, Indian Institute of Information Technology, Allahabad reserves the right to reject or accept any tender.
- 2.17 Director, Indian Institute of Information Technology, Allahabad will be the sole arbitrator of all the disputes and his decision will be binding on both the parties.
- 2.18 Director, Indian Institute of Information Technology, Allahabad reserves the right to alter/modify any or all conditions of this tender notice.
- 2.19 **Consignee:** Dr. Seema Shah, Jt. Registrar (Store & Purchase), IIITA (Ph: 0532-2922081, 2922143). Except under specific instructions, delivery to Store & Purchase Section (if applicable) is restricted between 9:30 A.M to 5.30 P.M. on all working days except Saturday & Sunday.
- 2.20 Any conditional tender will not be accepted.
- 2.21 **Tenderer should take into account any corrigendum published on the tender document before submitting their bids. All such corrigendum will be placed on Central Public Procurement Portal as well as IIIT-A website www.iiita.ac.in. Intending tenderers are advised to visit www.iiita.ac.in and https://eprocure.gov.in for regular update, if any, till the closing date of tender for any corrigendum/addendum/amendment. IIITA will not be responsible for ignorance of corrigendum.**
- 2.22 Rate should be quoted in BOQ in Cover 1 (price offer or schedule of rate).



- 2.23 ANTI COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION: The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. IITTA reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.
- 2.24 The tenderer who submits false, forged or fabricated documents or conceals facts with intention to win over the tender or procure purchase order; Bid Security of such tenderer firm shall be forfeited and firm shall be liable for blacklisting for a period of not Less than 2 years. The firm shall also be liable for Legal action depending on the facts & circumstances of the case.
- 2.25 If the vendor fails to execute the Purchase/Work order and informs IITTA about its inability to execute the order and non-compliance of the Purchase/Work order, firm shall be liable for blacklisting for a period of not less than 2 years.
- 2.26 Indian Institute of Information Technology reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason or to cancel the tender. The decision of Director, IIT-Allahabad shall be final and binding on all.
- 2.27 All disputes are subject to Jurisdiction of Allahabad Courts.
- 2.28 May feel free to contact Store & Purchase Section through email id : **info.purchase@iita.ac.in** for any queries (Ph: 0532-2922061) .



(ON NON-JUDICIAL STAMP PAPER OF RS.100/-)

NOTARISED 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 Catering Services (Cafeteria) at IIT, Allahabad with manpower and material , all inclusive.
3. I/we or our partners do not have any relative working in IITA.
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 90 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 IITA is not bound to accept highest ranked bid / lowest bid or any other bid that IITA may receive.

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



SECTION-3

(INSTRUCTIONS TO BIDDERS)



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 01.03.2022. The caterer is required to meet the catering requirement of **IITTA Cafeteria Committee**.
- 1.1.2 Experience of having continuously running the catering services or similar nature of work with at least 100 persons on its dining strength per day during the last three years ending 01.03.2022 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.
- 1.1.3 Experience **MUST** be that of the Bidder entity itself **OR** that of a Joint Venture, of which the bidder entity is a partner. Documentary proof **MUST** in either of the cases.

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., 2019-20, 2020-21 and 2021-22, should not be less than Rs.50 Lakh.

1.3 Performance Certification:

- 1.3.1 Tenders received without proper documents, and requisite EMD (as the case may be), 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 **IITTA Cafeteria Committee/ Tender Evaluation Committee** to the sites of the vendor to inspect the site(s) at present contract(s) for on- the-spot firsthand 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 proof of online payment of Earnest Money Deposit (EMD) or demand draft of EMD of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of "**Indian Institute of Information Technology**" payable at **Allahabad** should be attached.

- 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 or Price schedule in .xls format of this tender document.

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 online at www.eprocure.gov.in, with no individual intimation requirement.

5. **OPENING OF TECHNICAL AND FINANCIAL BID**

- Bids (complete in all respect) received along with proof of EMD or DD of EMD 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.

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

7. **NON-WITHDRAWAL OF BIDS:** No bidder will be allowed to withdraw its Bid after opening of the Bids; 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 90 days from the last date of submission of Bids.
- In case, the Institute calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- The Institute may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

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.
- 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)



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 Bidder. 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 stations for Veg & Non-Veg items is a 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 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. all 365 days in the year. Any changes in the timings will be as approved by the concerned authorities. In case of exigencies, if for some reason the Cafeteria services are to be closed, same shall be at the prior intimation to the Cafeteria Committee.
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.



SECTION-5

(TERMS & CONDITIONS)



1. TERMS AND CONDITIONS (GENERAL)

- 1.1. **A composite license fee for Rs 5000/ (Rs Five thousand only) inclusive of water charges would be applicable at the time of allotment of successful bidder for the set facility. GST as per applicable rates will be payable on it. The license fee will be increased at the rate of 10% annually.**
- 1.2. 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.
- 1.3. **Food license for catering/canteen services issued by appropriate authority, i.e. License under FSSAI Act, 2006.**
- 1.4. 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 dining of 100 persons per day.
- 1.5. 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.
- 1.6. The tenderer should have **GST Registration**.
- 1.7. Vendors are desired to must be attached satisfactory certificate of previous services.
- 1.8. 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.
- 1.9. The IITA reserves the right to change any condition of the tender before opening of the Technical Bids.
- 1.10. 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.
- 1.11. Canvassing in any form will make the tender liable to rejection.
- 1.12. **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.**
- 1.13. 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.
- 1.14. The offer should be valid for a period of at least 90 days from the date of the tender opening.
- 1.15. 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.
- 1.16. 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.



- 1.17. The tenderer should be prepared to come to IIITA Campus, to take part in discussion, if required at a short notice.
- 1.18. **Pre-bid meeting: A pre-bid meeting would be held on 30/09/2022 at 15:00 HRS in IIITA Campus. The tenderer who require any clarifications of the tender documents are invited for the meeting.**
- 1.19. Request for any further extension of the above deadline shall not be entertained. Delayed and/or incomplete tenders shall not be considered.
- 1.20. The Agency shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments including minimum wages being made to the workers of the agency. The Agency shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which may likely to arise out of the agency's failure to fulfill such statutory obligations.
- 1.21. If the Agency fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.
- 1.22. 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.
- 1.23. 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 IIITA and shall not have any claim whatsoever on the IIITA and shall not act detrimental to the interest of the IIITA. The workers shall have to follow the security regulations as directed by Security and Administration of the IIITA. Workers shall not form union or carry out trade union activities in the campus.
- 1.24. The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.
- 1.25. No accommodation will be provided in the campus for the workers .The Agency will make its own arrangements.
- 1.26. The Agency shall have to arrange for all cooking equipment, utensils, crockery services, table linen, flower and other necessary equipment etc. on his own for smooth running of the canteen and mess.
- 1.27. However, the canteens are already equipped with kitchen equipment, water cooler, exhaust fan, fly catchers, etc.
- 1.28. 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 IIITA Cafeteria 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.**
- 1.29. The LPG (commercial) fuel for cooking purpose has to be arranged by the Agency. In case of PNG facility the agency will be liable to get the connection direct from the PNG providing agency.
- 1.28. The Agency shall not make or cook any meal(s) in the premises of the IIITA for supply to any person(s) outside the IIITA.
- 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**. 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, by the Cafeteria Committee. In case of renewal of the Contract, there shall be no further probationary period.
- 2.2. The one year contract period is subject to renewal by the IITTA on satisfactory performance for a further period of one year/ two year. It would be renewed further for a period of one year/ two year / suitable period, with revision of rates of up to 8 % each year, which shall be arrived at after mutual discussions. Present tendered rates shall be the base rates for yearly revisions.

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 after the final of tender process. Hence, the Financial Bids submitted by the bidders should be valid to become operative from after the final of tender process. 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 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 IITTA 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 IITTA, the Security Deposit will be forfeited without prejudice to the IITTA Authority's right to proceed against the contractor for any additional damages that the IITTA 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., all seven days of the week.. However, depending on the exigencies, the contractor may be required to keep the Canteen open or close as per requirement of **IITTA Cafeteria Committee**.
- 5.2 The possession of the premises to be assigned by the IITTA to contractor for providing canteen services will always remain with IITTA, even when the premises are in use or not. The contractor shall vacate the premises immediately after termination of contract.
- 5.3 **License Fee:** Charges equal to Rupees Three thousand per month + GST (includes water charges) subject to revision as per Government rules.

6. ELECTRICITY & WATER CHARGES

- Water Charges are inbuilt into the Composite Monthly License Fees Rs 5000/(Rs. Five thousand only) + GST as applicable. Charges that are required to be paid by the Contractor to the Institute electronically, latest by the 10th of each month. This is liable to increase by 10% annually.
- Electricity charges of Cooking area shall have to be paid by the vendor, 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 IITTA 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 IITTA 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 IITTA 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., IITTA or the Contractor, after giving three-



months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, IITTA 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. IITTA'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 IITTA, in good working condition, back to IITTA.
- 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, IITTA 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 IITTA 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 IITTA 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 IITTA will be at liberty to take appropriate necessary steps as deemed fit.
- 10.3. Force Majeure: The IITTA 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 be binding on the parties.

- 11.1 The sole arbitrator shall be appointed by the mutual consent of both Parties .



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



SECTION-6

(STATUTORY OBLIGATIONS OF THE CONTRACTOR)



1. STATUTORY OBLIGATIONS OF THE TENDERER / BIDDER (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. Complete COVID Vaccinated Certificate must be available on site, in respect of each engaged worker.
- 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 IIITA'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 IIITA. The decision of the IIITA'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. IIITA 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 IIITA 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 IIITA and no changes, whatsoever shall be made without prior written approval of the IIITA.
- 1.18. **The canteen staff shall be issued identity Cards bearing photographs by IIITA 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 IIITA 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 IIITA 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)



ANNEXURE-I

TECHNICAL BID

Cover-I (Technical Bid)		
Sl. No.	Document	Attached (Yes/ No)
1	Contact Details Form (Form-I) and undertaking. _	
2	EMD of Rs. 50,000/- (Rupees Fifty Thousand only)	
3	Affidavit (see Section - 2).	
4	Certified copies of Registration particulars of Bidder Entity	
5	Certified copies (i) PAN (ii) GST (iii) TIN (iv) Labour Registration (v) EPFO Registration (vi) ESIC Registration (vii) GST Registration	
6	Certified copies of Clearance Certificate (Last three years returns ending 31.03.2022) from (i) GST Department, (ii) Income Tax Department	
7	Proof of minimum experience (Form - III)	
8	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2019-20, 2020-21 and 2021-22	
9	Financial Capacity Form (Form-II) duly certified by company auditor	
10	Integrity Pact (see Section - 9)	
11	Check List Form (Form-IV)	

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

Name: _____

Mob No. _____

Date: _____

ANNEXURE-II
TENDER FOR IIIT-A CATERING SERVICES (CAFETERIA)

Financial bid for IIITA Cafeteria

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

Sr no.	Name of the Items	Serving Size/Weightage	Offered price in RS/-	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.	Paneer lababdar				
11.	Kadhahi Paneer				
12.	Dal Makhani				
13.	Dal Tadka				
14.	MixVeg.				
15.	Hot & Sour Soup				
16.	Veg. Chowmein				
17.	Veg. Fried Rice				
18.	Veg. Manchurian (Gravy)				
19.	Paneer Chilly (Gravy)				
20.	Chinese Plaver				
21.	Tomato Pizza				
22.	Mushroom Pizza				
23.	Chilly Paneer Pizza				
24.	Onion Capsicum Tomato Pizza				
25.	Veg. Fried Rice Manchurian (Combo)	200 gm			
26.	Veg. Manchurian (Dry)	150gm			
27.	Paneer Chilly (Dry)				
28.	Lemon Rice	Quarter Plate			
29.	Curd Rice	300 gms + Branded Pickle Sachet			
30.	Chapati/ Parata with Dal and Pickle	150 gms (4 Nos Chapati or 2 nos of Parata) + 150 gms Dal and Branded Pickle Sachet			
31.	Chapati (Tandoori, butter nan, Tawa roti)	30 gms , 1 Chapati			
32.	Paratha	50 gms, 1 Parata			
33.	Curd (Pot)	150 ml in Pot			
34.	Curd	100 ml			

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

Sr no.	Name of the Items	Serving Size/Weightage	Offered price in RS/-	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 (Paritial 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 Fish Curry + 200 gms Rice with 2 pieces of fish 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	Offered price in RS/-	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.	Jalebi 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)				
13.	Gulab Jamun	30 gms			
14.	Rasgulla	30 gms			
15.	Sweet (Branded)	Branded			
16.	Idli 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 vada and Sambhar 250 ml			
30.	Fried Idly	150 gms			
31.	South Indian Platter	6 pics with allo, pani			
32.	Pao Bhaji	2 pao and bhaji 10gms			
33.	Poha Plate	150 gms			
34.	Dhokla	4 pcs (200 gms total)			
35.	Paneer Patties	Standard size			
36.	Bread Butter/Toast Butter (Sanwitch Bread)	2 Slice of Bread + 10 gms Butter			
37.	Wada Pav	2 Nos of 50 gms wada each + 2 Pav + Chutney			
38.	Bread Pakoda	80 gms of Pakoda + Sauce or Chutney			
39.	Onion Pakoda	80 gms of Onion Pakoda + Tomato Sauce or Chutney			
40.	Sago Wada	Sago + Potato wada 2 nos of 40 gms each + Chutney			
41.	Samosa	2 nos of 50 gms each Samosa + Tomato Sauce or Chutney			
42.	Pyaj Kachori	40 gms of Kachori			
43.	Khasta kachori	40 gms of Kachori			
44.	Vegetable Sandwich	125 gms 2 Slices Bread with Veg + Sauce			
45.	Veg Cutlet	2 Nos of 50 gms each + Tomato Sauce			
46.	Brown Bread Sandwich	125 gms 2 Slices of Brown Bread with Cucumber and Tomato			
47.	Cheese Sandwich	2 Slices of Cheese Sandwitch of 60 gms + 50 gms Boiled Vegetables			
48.	Plain Cheese Pizza	150 gms			
49.	Veg Burger (125 gms 1 Piece)	35 gms Bun + 75 gms Cooked Cutlet + Onion, Tomato and Salad leaf + Sauce			
50.	Spl. Onion Uthappam	200gm			
51.	Potato Patties	Standard Size			
52.	Cheese Pasties	Standard Size			
53.	Bhelpuri	150 gms			
54.	Curd Vada-1Pc	100gm			
55.	Frying fries/French fried	125 gms			
56.	Paneer Cutlet – 02 nos.	100 gms			
57.	Roasted Dry fruit Cashewnut/Almonds/Pista	20gm			

58.	Paneer pakora	60 gm			
59.	Puri Sabzi				
60.	Dahi Bhalla				
61.	Papdi Chat				
62.	Raj Kachori				
63.	Veg Kabab				
64.	Plain Dhokla				
65.	Spring Roll				
66.	Veg. Cheese Burger				
67.	Veg. Cheese Grilled Sandwich				
68.	Paneer Tikka				
69.	Paneer Stuffed Paratha				
70.	Onion Stuffed Paratha				
71.	Aloo Stuffed Paratha				
72.	Mix Stuffed Paratha				

(iii) Beverages Counter :-

Sr no.	Name of the Items	Specifications	Offered price in RS/-	GST (%)	Total Price in INR
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	1 Litre			
10.	Chocolate Praline Pastries	200 gms			
11.	Blackberry Pastries	200 gms			
12.	Mango Tango Pastries	200 gms			
13.	Pineapple Pastries	200 gms			
14.	Raspberry Pastries	200 gms			
15.	Blueberry Pastries	200 gms			
16.	Lemon Pastries	200 gms			
17.	Fresh Shake (Pineapple, Banana, Badaam, Chocolate, Mango, Lychee)	200 ml			
18.	Tea with Tea Bag	Milk with Tea bag 150 ml in disposable cups of 170 ml capacity			
19.	Coffee Normal	Coffee with instant coffee powder (150 ml in disposable cups of 170 ml)			
20.	Coffee (Vending Machine)	100 ml			
21.	Hot Coffee	100 ml			
22.	Cold Coffee	200 ml			
23.	Milk in cup with sugar	150 ml			
24.	Milk (Amul Gold)	250 ml			
25.	Lemon Cheese Cake (on demand)	1 Kg			
26.	Strawberry Cheese Cake (on demand)	1 Kg			



27.	Chocolate Cheese Cake (on demand)	1 Kg			
28.	Blueberry Cheese Cake (on demand)	1 Kg			
29.	Fresh Strawberry Cake (on demand)	1 Kg			
30.	Fresh Pineapple Cake (on demand)	1 Kg			
31.	Black Forest Cake (on demand)	1 Kg			
32.	Dry Torte Cake (on demand)	1 Kg			
33.	Choco Walnut Cake (on demand)	1 Kg			
34.	Fruit Gateau Cake (on demand)	1 Kg			
35.	Choco Torte Cake (on demand)	1 Kg			
36.	Dark Devil Cake (on demand)	1 Kg			
37.	Celebration Cake (on demand)	1 Kg			
38.	Fresh Mango Cake (on demand)	1 Kg			
39.	Vanila /strawberry ice cream	Per serving two scoop			
40.	Chocolate/ Pineapple	Per serving two scoop			
41.	Kesar Pista/ Butter Scotch	Per serving two scoop			
42.	Choco Chips/ Tuty Fruty	Per serving two scoop			
43.	Black Current Mango	Per serving two scoop			

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)**
3. Any extra item can be added as per your choice.
4. Rate should be quoted in BOQ file in .XLS format. (Otherwise, bids will be disqualified)

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, Kalorie, 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, Kwalitiy
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, Haldiram and the likes 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)



FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER ENTITY

1	NAME OF THE BIDDER ENTITY	
2	NAME AND DESIGNATION OF AUTHORISED PERSON FOR THIS TENDER & CONTRACT	
3	COMPLETE COMMUNICATION ADDRESS WITH PIN	
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 CATERING SERVICES (CAFETERIA)

UNDERTAKING

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

"The rates quoted for the items are not exceeding the rates 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 THE BIDDER.

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



FORM-II

FINANCIAL CAPACITY FORM

Name of the Bidder :

Address of the Bidder:

Description	FINANCIAL YEARS (in INR)		
	2019-20	2020-21	2021-22
Annual Turnover			

Note – Details of Joint Venture Entity, are acceptable, in case any of its Partners are participating in their individual capacity / separate firm.

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



FORM-III

DETAILS OF PREVIOUS CONTRACTS

(Must be in the name of the Bidder Entity itself of the Joint Venture Company, of which Bidder is a partner)

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 Designated Committee:

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

Place:

SEAL AND SIGNATURE OF THE TENDERER

Date:



FORM-IV

CHECK LIST

SI. 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, Labor Laws, GST 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)



INTEGRITY PACT	IITA
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To,

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

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

Dear Sir,

It is hereby declared that IITA 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 IITA.

Yours faithfully,

Associate Dean (S&P).

IIT-A

(to be printed on Bidder's letterhead)



To,
FIP ,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,

(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 Associate Dean (S&P), 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 Associate Dean (S&P), 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. Applicable Laws and Place of Jurisdiction

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

12. Other Legal Actions

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



13. Validity

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

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

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

BUYER

BIDDER

Associate Dean (S&P), IIIT Allahabad

Signature with seal

Witness

Witness

1. _____

1. _____

(Indenter)

2. _____

2. _____



SECTION-10

(AGREEMENT/CONTRACT FOR SUCCESSFUL BIDDER)

DRAFT OF THE AGREEMENT

TO BE JOINTLY SIGNED BETWEEN IIITA AND THE CONTRACTOR FOR RUNNING CANTEEN AT CAFETERIA PREMISES, IIITA, ALLAHABAD

(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Contractor)

AGREEMENT

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

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

1. That the Caterer has been granted the contract
 - (i) to run Cafeteria in the premises of the IIITA
 - (ii) to run Vending machines at the IIITA'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.
 - (v) initially for a period of one year w.e.f. after final of the tender process on the terms & conditions contained in the Tender Document, IIITA'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/ suitable periods, on the existing or mutually agreed terms & conditions, from time to time. 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. **IIITA 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 IIITA with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the IIITA's authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items.

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

3. The items of menu, which the Caterer would be expected to supply in the Cafeteria, are indicated in the 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 IIITA 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 IIITA 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 IIITA's staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.
9. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the IIITA due to his actions, disobedience or misconduct, the caterer shall accept the decision of the IIITA as final and abide by such decision. such an event, the IIITA shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the IIITA's authorities indemnified.
10. The IIITA will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has not fulfilled any of the conditions of this contract or that his working is unsatisfactory, the IIITA may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.
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 IITTA to the contractor and the possession of the premises will always that of the IITTA, even when the premises are in use or occupation of the caterer.
13. The IITTA 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 IITTA.
16. The caterer shall also be responsible for the upkeep of equipments provided by the IITTA. 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 IITTA 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 IITTA.
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 IITTA's authorities, will forthwith be acted upon. The suggestion book will be kept open for inspection by the IITTA 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

Signed for and on behalf of
the IITTA

(Authorized Signatory)

(Authorized Signatory)
Associate Dean (S&P)

Signature Not Verified

Digitally signed by JAYANT BISWAS
Date: 2022.09.22 11:05:12 PDT
Location: eProcure-EPROC