



**HOSTEL ADMINISTRATION COMMITTEE  
NATIONAL INSTITUTE OF TECHNOLOGY  
TIRUCHIRAPPALLI-620 015, TAMIL NADU**

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**TENDER DOCUMENT**

Tender Notification No: NITT/Hostels/HAC/Tender 2018-19/002 Date 17.11.18

**NOTICE INVITING TENDER FROM INDIAN NATIONALS FOR  
PROVIDING CATERING SERVICES ON CONTRACT BASIS TO THE NITT  
HOSTEL MESSSES/FOOD COURTS**

<b>Name of Work/ Service</b>	Providing Catering Services on Contract basis to 02 NITT Hostel Messes/Food Courts.
<b>Brief Scope of Work</b>	Providing Breakfast, Lunch, Evening Snacks and Dinner for about 1,400 hostel students of NITTH, on fixed "Daily Rate per Student" for Mess and Average Total Rate/Score for Standard Meals & Extras for Food Courts.
<b>Tender Document</b>	The tender document can be downloaded from the NITT website www.nitt.edu from 19.11.2018
<b>Tender Processing Cost (Including GST) ( Nonrefundable)</b>	Bidders should pay non-refundable Tender Processing Cost of Rs.1,180/- (Rupees One thousand One hundred and eighty only incl. Taxes).
<b>EMD Amount (Refundable to unsuccessful Bidder)</b>	<b>INR 1,00,000/-</b> (Rupees One lakh only) for each Mess/Food Court.
<b>Pre Bid Meeting Date &amp; Time</b>	<b>26.11.2018 at 11.00 a.m.</b> (Venue: Hostel Office, NITT, Tiruchirappalli-15)
<b>Last date and time for submission of tender</b>	<b>14.12.2018 up to 03.00 p.m.</b>
<b>Date and Time of Opening of Technical Bid</b>	<b>14.12.2018 at 03.30 p.m.</b> (Venue: Hostel Office, NITT, Tiruchirappalli-15)
<b>Date of Opening of Financial Bid</b>	<b>19.12.2018 at 3.00 p.m.</b>
<b>Bid Validity</b>	<b>90</b> days from the date of Price bid opening.
<b>Mode of Submission of Tender</b>	Speed Post/Registered Post//Courier/Hand Delivery



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Application Format for Technical Bid and Price Bid are given at **Annexure - I** and **Annexure - II** respectively.



## SECTION A: OVER VIEW

**The National Institute of Technology, Tiruchirappalli (herein after referred to as NITT)** is an Educational Institution of National Importance, functioning under the control of Ministry of Human Resource Development (MHRD), Government of India. At present, over 1400 students are pursuing engineering and allied education and they are accommodated in 27 Hostels situated within NITT campus.

The Management and Administration of the NITT Hostels is vested with **Hostel Administration Committee (herein after referred to as HAC/NITTH)** headed by the Chief Warden. **Chief Warden/HAC**, NITT invites tenders from professional, competent and experienced Catering Contractors for providing Outsourced Catering services to the Hostel Mess and Food Courts, on Contract basis.

Through this tender, it is proposed to engage **01 Mess and 01 Food Court (Boys) Catering Contractor** for catering 300 to 700 hostel students each approximately for NITT Hostels.

## SECTION B: SCOPE OF WORK

The essence of the contract is to prepare and serve food to about 1400 hostel students of NITT, on Outsourced turnkey contract basis at agreed fixed, “Daily Rate per Student” for Mess and Average Total Rate/Score for Standard Meals & Extras for Food Courts, for a period of one year. The scope of work includes following:

- (a) Procurement of Gas & Connection, fresh groceries, raw materials, vegetables and other ingredients etc. for running the Mess/Food-courts by Catering Contractor’s own expenses and arrangements.
- (b) Cooking and Serving the Breakfast, Lunch, Evening snacks and Dinner.
- (c) Deployment, Supervision & Maintenance incl. health check-ups of required number of Personnel like Cooks, Servers, Cleaners, Store keeper, Supervisors etc. for running the Mess/Food-courts.
- (d) Management of Stocks & Inventories.
- (e) Cleaning incl. Mopping/Washing Kitchen, Dining halls, Wash basin and Auxiliary areas thrice a day.
- (f) Cleaning of Plates/Utensils with dish washer thrice a day.
- (g) Cleaning of Kitchen Drains etc. on Continuous basis.
- (h) Cleaning of Dining Tables & Chairs after each meal.
- (i) Maintenance of Equipments in the Mess incl. Kitchen, Dining hall etc. Proper use of equipment is the responsibility / liability of the Bidder.
- (j) Proper Collection & Storage of food & vegetable Wastes till disposal to designated places like composite garbage etc incl. converted by the machine, as solid cake etc.
- (k) Maintenance incl. safety & security of all items/staff deployed by Caterer in the Mess/Food-courts incl. kitchen & dining hall.
- (l) Maintaining proper Hygiene and Pest control in the Mess/Food-courts.
- (m) Maintenance of Records & Documents related to running of the mess and statutory compliances as per prevailing labour laws and other statutory compliances.
- (n) Any other activities as may be considered necessary by the HAC/NITTH.

**Signature of the Bidder**

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The contractor should be in a position to cater to the tastes of various Indian & Continental Foods (North, South & Regional Foods etc).

Successful bidder (i.e. Caterer) has to provide Breakfast, Lunch, Evening Snacks and Dinner “Daily Rate per Student” for Mess and Food Courts. Selected contractors shall provide catering service for a period of **one** year which may be extended for further period on year to year basis not exceeding two years subject to the satisfactory performance on the same terms & conditions and at the sole discretion of the Institute.

**Ba. PRE-BID MEETING:** With a view to ascertain the views of prospective bidders on the tender, it has been decided by HAC/NITTH to conduct a Pre - Bid Meeting on 26.11.18 at 11 a.m. (Venue: Hostel Office, NIT, Tiruchirappalli-15). Purpose is to clarify student’s requirements and to answer prospective bidders on technical bid and other issues. If prospective bidder finds any discrepancies/ omissions in tender document or is doubt in their meaning, he should get clarified at Pre bid conference. No extension of time will be given for submission of tender on any account. Any modification of the bidding documents which may become necessary as a result of the Pre bid conference shall be made known to all the bidders by the Chief Warden through a notification of amendment in the NITT website.

### **SECTION C: BASIC ELIGIBILITY CONDITIONS FOR SUBMITTING BIDS**

1. The bidder should have experience in having successfully run the catering services during the **last three years ending 31 December 2018** (Proof to be attached).
2. During the last three years the bidder should have undertaken
  - a) 02 similar completed/ongoing works (preferably one of them in a Hostel Mess of a renowned Govt. Educational Institution) in the past 3 years (incl. 2018) each with at-least 300-700 dining strength, with average annual turnover of INR 75 lakhs & above.

**OR**

- b) 01 similar completed/ongoing work (preferably in a Hostel Mess of a renowned Educational Govt. Institution) in the past 3 years (incl. 2018) with at-least 600-1400 dining strength, with average annual turnover of INR 150 lakhs.

Catering Service Work Orders should be attached.

**Note:** **Similar nature of work means (A) Running of Hostel Messes successfully in renowned Educational Institutions** such as IITs, NITs, IIMs, AIIMS, Central/State/Deemed Universities/ Renowned Private Educational Institutions/Universities or any Academic Institution functioning under Ministry of Human Resources Development **(B) Successful Running of Executive Canteen/Mess in large organizations incl. State/Central/ Private Sector.** Details of current and previous works to be provided in the given format (Refer **Annexure-1 (b)**).

3. **Average Annual Turnover:** The bidders average annual turnover (gross) in Catering Services during the last three financial years i.e. 2015-16, 2016-17 and 2017-18, duly audited by Chartered Accountant, should not be less than INR **150 lakhs (Rupees One Hundred and Fifty lakhs only)** per mess. Year in which no turnover is shown would also be considered for working out the average. Copy of the Audited financial statements should be attached.

**Signature of the Bidder**

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4. **Performance Certification:** The bidders' performance for each work completed in the last three years and work in hand should be certified by the responsible official from the concerned organization. The certificate (s) as per **Annexure VIB** should be enclosed with Technical bid. The institute officials would visit the past and present service places.
5. The Bidder should have a valid License under Food Safety & Standards (Licensing and Registration of Food Business) Regulations 2011 issued by Central Food Safety and Standards Authority of India.

#### **SECTION D: DETAILS OF APPROXIMATE NUMBER OF DINERS IN EACH MESS, TYPE OF KITCHEN AND DINING HALL**

<b>Mess Names &amp; Hostels</b>	<b>Approximate No. of Students</b>	<b>Available Facilities</b>
1. Girls Mess- North Indian Mixed Menu (Opal G Floor)	300-700	Equipped with a Kitchen & a Dining Hall (Seating Capacity about 350 at a time)
2. Boys Food Court-II	300-700	Equipped with a Kitchen & a Dining Hall (Seating Capacity about 300 at a time)

Dining Student strength at any Mess should be 300-700. Online Mess Registration is compulsory. Student shall change Mess monthly once. If HAC/NITTH finds that strength is below 300 for any mess for 03 consecutive months, it shall have right to terminate the contract and handover it to the caterer having best feedback.

List of Equipments, Vessels, Furniture, Electrical Fittings, Fixtures, Water Pipes& Taps and Dining hall facilities (incl. table& chairs) provided by NITTH (Mess-wise) are detailed in **Annexure IV**. Apart from these equipment, the contractor has to bring equipment, if necessary, at his own cost. Provision of Utensils like plates, tumbler, spoon etc. to be necessarily the responsibility of the Bidder.

#### **SECTION E: PROCEDURE FOR SUBMISSION OF TENDER - GENERAL INSTRUCTIONS TO THE BIDDERS**

Bidders must carefully follow the instructions and submit the bids.

1. Bidder may go through the tender published in the NITT website ([www.nitt.edu](http://www.nitt.edu)) and download the required Tender documents with annexures for the tender he/she is interested. Tender Processing Cost of Rs.1,180/- (Rupees One thousand One hundred and eighty only incl. Taxes) is to be remitted as DD.
2. If there are any pre-bid queries, they may be raised online through the tender site, or through the contact details on or before 26.11.2018. Queries after the pre-bid meeting will not be entertained.
3. After downloading/getting the tender document with Annexure/Appendices, Bidder should go through them carefully, fill up in the prescribed formats and then submit the documents as asked, otherwise bid will be rejected. The bidders shall not make any changes in the Applications of Technical and Price Bid.

**Signature of the Bidder**

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4. It is construed that the bidder has read all the terms and conditions before submitting their offer. An undertaking as given in the Annexure 1 (d) to the effect of stating that the terms and conditions of the tender have been read and abided by the tenderer shall be furnished. Annexure – I (C) may be referred for the check list of documents to be uploaded.
5. Bidder should take into account the Corrigendum/Addendum published from time to time before submitting the bid.
6. All correspondence and documents relating to the tender shall be written in English.
7. No paper/ page shall be detached from the tender document. No addition or alteration should be made in the tender document.
8. The bids should be submitted in legible handwriting/printing/typing without any ambiguity in Annexure - I and Annexure - II of the tender document. If any correction is necessary the same should be made after scoring out the old entry. All the corrections should be attested with full signature of the tenderer.
9. The tender shall be submitted as per the procedures and requirements stipulated herein. This tender is based on **Two Bid System** consisting following three separate sealed envelopes.
  - **Envelope A** : Tender Fees and EMD amount
  - **Envelope B** : Technical Bid
  - **Envelope C** : Price Bid
10. Above is tabulated as below.

<b>Contents of Separate Envelopes</b>	<b>Superscriptions on top of the Envelope</b>
Two Separate Demand Drafts towards Tender Processing Cost (Rs.1,180/-) and EMD amount Rs.1,00,000 (Rs One lakh only)	“Envelope A: Tender Fees + EMD cover” Name of the bidder: Tender Number:
Technical Bid in the Application format stipulated in Annexure I to the Tender document along with required enclosures	“Envelope B: Technical Bid Cover” Name of the bidder: Tender Number:
Price Bid in the Application format stipulated in Annexure II to the Tender document	“Envelope C: Price Bid Cover” Name of the bidder: Tender Number:

11. All the three separate envelopes should be placed/kept within a LARGER sized Master Envelope, super scribing “Tender for Providing Catering Services on Contract basis to NITT Hostel Messes & Food Courts” and should reach "**The Chief Warden, Hostel Administration Committee, Hostel Office, National Institute of Technology, Trichy -15**" on or before **14.12.2018 up to 3.00 p.m.**
12. If all the three inner envelopes and the one outer envelope (i.e. larger envelope) are not sealed and marked as instructed, HAC/NITTH will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected. All the three inner envelopes should have the name and address of the bidder.
13. The bidders are cautioned that furnishing of incomplete/ ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application.

**Signature of the Bidder**

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14. The tender should be submitted either through Registered Post/Speed Post/Hand delivery/Courier.
15. HAC/NITTH will not accept any responsibility or grant any relaxation of time for any Postal/Courier delay in submission of tender.
16. Bidders shall bear all costs incurred by them in bid preparation and submission. All activities in connection with the preparation of bid will be the sole responsibility of the bidder.
17. Bidder or his authorized representatives may personally visit messes/food courts and dining facilities available at NITTH premises at his/ their own cost under prior intimation.
18. Submission of the bid will, therefore, be considered as meeting the requirements of having fully read and understood the tender document and the scope of work prescribed herein and expected from the caterer.
19. Food court should be operational for 18hrs a day (Morning 0700 to Night 0100hrs). Online registration for full month Food court is compulsory like that of Mess. Food Court dining students Bill will be settled as like other Mess bills with debit of allowed monthly budget for that month. Collection of Excess bill amount over that of the allowed monthly budget will be responsibility/ liability of Caterer & Student council.
20. For any queries regarding tendering process, Bidders are requested to contact Hostel Office by phone: 0431-2504136 or by e-mail ([hac@nitt.edu](mailto:hac@nitt.edu))

#### **SECTION F: TENDER FEES, EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT**

1. As detailed below, bidders should furnish two separate demand drafts towards Tender Fees and EMD amount:
  - **INR 1,180/-** (Rupees One thousand One hundred and eighty only incl. Tax) should be remitted towards Tender Fees.
  - **INR 1,00,000/-** (Rupees One lakh only) should be remitted towards EMD.
2. Payment shall be made preferably through the Demand Draft drawn in favour of “**The Chief Warden, NIT Hostel Office, Trichy - 15**” Payable at Trichy. E Payment can also be done (Bank Details: SB A/c Name-Chief Warden; A/c No-10023883020; Branch-SBI-NIT Trichy; IFSc Code-SBIN0001617).
3. The EMD amount will be refunded to the unsuccessful bidders, after issuing work order to the successful bidder.
4. In respect of successful bidder, EMD amount may be adjusted for the **Security Deposit** which will be of **INR Rs.15,00,000/-** (Rupees fifteen lakh only).
5. **Without Tender Fees and EMD, Technical Bid will be rejected.**

**Signature of the Bidder**

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## SECTION G: TECHNICAL BID AND PRICE BID

### **TECHNICAL BID**

- a. **The Technical bid** should be furnished in the Application stipulated in the Annexure - I series of this tender document.
- b. Technical bid consists of details on application, eligibility, list of documents to be provided and method of Technical evaluation.
- c. The bidder needs to agree with all the terms and conditions of the tender document unconditionally without any alterations.
- d. The bidder should submit an undertaking in the prescribed format Annexure I (d) in proof of having accepted all the terms and conditions of the tender document.
- e. **Technical bid should contain all the required enclosures which should be serially numbered and indexed. Any overwriting in the bid made by the bidder shall be signed by the person signing the bid.**
- f. The bidders are permitted to attach separate sheets wherever necessary along with the application of technical bid.
- g. There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or the price bid is enclosed in the envelope super scribed, "Technical Bid", the bid document will be summarily rejected in the first instance itself.
- h. **The Technical bid will be opened on 14.12.2018 at 03.30 pm.**
- i. At the time of opening of Technical bid, the name of those who have submitted their offers along with the details of EMD will be shared at this stage.
- j. Mere submission of information does not entitle the bidders to meet the eligibility criteria. NITTH reserves the right to verify and vet, any or all the information submitted by the bidder.
- k. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
- l. The NITTH reserves the right to shortlist the acceptable technical bid.
- m. Covers of the Price Bid of the Caterer who obtains **70 and above marks** in the Technical Bid evaluation will only be opened and processed further.
- n. NITTH reserves the right to shortlist/reject any or all tenders without assigning any reason at any stages of process.
- o. Caterers will be shortlisted based on their experience, credentials, business turnover, financial strength and stability, contracts executed during the last three years, contracts in hand, capacity to prepare food, managerial abilities, Feedback references, support facilities to execute the order, compliance to statutory regulations, reliability and other relevant factors as considered appropriate by the NITTH.
- p. The NITTH representative (s) may visit the sites of the bidder to inspect the present contracts to receive on the spot information regarding quality of services provided etc.,
- q. Besides scrutinizing the documents submitted along with technical bid, if found necessary the bidder will be interviewed by the Committee to assess the eligibility, capability and suitability of the bidder.
- r. The bidders whose technical bid are not found acceptable will be informed of the same and their price bid will not be opened.
- s. NITTH reserves the rights to change, modify, add or alter the bidding process including inclusion of additional evaluation criteria for short listing of bidders at later stages.
- t. The decision of the NITTH is final in awarding the contract. NITTH reserves the right to negotiate or refloat the tender opened if L1 price is not acceptable to NITTH inter-alia, other reasons.

**Signature of the Bidder**

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- u. Canvassing in any form shall make the tender liable for rejection. If a bidder deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the NITTH reserves the right to reject such tender at any stage.
- v. NITTH reserves the right to cancel the contract, if a bidder or bidders obtains the contract as a result of cartel formation of tendering or by forged methods at any stage.

No NITTH employee and/ or their dependents are eligible to submit their offer against this tender. Should the bidder or a contractor has dependent / relative or in the case of partnership firm, any of its partners or dependents of partners employed in NITTH, the bidder should submit an undertaking Annexure I (e) mentioning the fact at the time of submission of the tender failing which, tender may be disqualified or if such fact subsequently comes to light, the contract may be cancelled.

### **PRICE BID**

- a. The **price bid** should be quoted in the prescribed format (**Annexure – II (a)**) of the tender document. “Daily Rate per Student” will alone be considered for selection of Mess Caterer and Average Total Rate/Score for Standard Meals & Extras will alone be considered for selection of Food Courts.
- b. The bidder should quote the price and tax separately. Rates quoted shall not be revised on account of any increase in price of commodities, taxes etc. No escalation of price whatsoever would be allowed during the pendency of the contract.
- c. Price bid must indicate the rate clearly (i.e. “Daily Rate per Student” for Mess and Average Total Rate/Score for Standard Meals & Extras for Food Courts), for the menu indicated in **Annexure III** of the tender document.
- d. Those caterers who are quoting for a Regional Vegetarian Menu (South, North etc) and Continental must also quote for all Indian Vegetarian Menu and same applies to Non-Vegetarian Menu and should accept to change to General/South/North Indian Menu as and when required by HAC. Food courts will have common Menu.
- e. The Unit rate should be quoted in figures as well as words for all the items in the price bid. Wherever there is a difference in the two, the rates in words will be taken as final.
- f. The quote shall remain valid and open for acceptance for a period of 90 days from the date of opening of price bid.
- g. Since NITTH is providing all Kitchen Equipment, the bidder should take this aspect in to consideration, while quoting the rate.
- h. The rates for extra items mentioned in Annexure II (b) will be negotiated with the selected Bidder and finalized. Rates for the extra item will not be considered for selection in case of Messes only. In case of Food Courts, all items have to be quoted which will be considered in their selection. Non-quoting for some items will put Bidders at disadvantage and leading to rejection in case of Food Courts only.



## SECTION H: BID EVALUATION CRITERIA

### a. The Tender evaluation procedure consists of three stages.

#### Stage - I - Pre Qualification Bid:

Bidders, who remitted EMD payment & uploaded copy of same and meet all the basic eligibility conditions mentioned in Section C will only be considered in Pre-Qualification Bid.

#### Stage -II - Technical Bid:

Based on the information provided for Technical Bid, weightages are given as under (Minimum Marks- 70 and above).

Items	Maximum Marks
<b>I. Financial Soundness</b>	<b>25</b>
a) Share capital + Reserves + Surplus : Borrowings (Net worth) (10)	
b) Working Capital : Current Assets – Current Liabilities (10)	
c) Financial turnover in last 3 years (5)	
<b>II. Experience in similar nature of work during last three years.</b>	<b>15</b>
a) Average annual turnover for last three years INR 300 lakhs and above (15)	
b) Average annual turnover for last three years more than INR 226 lakhs but less than INR 299 lakhs (12)	
c) Average annual turnover for last three years more than INR 176 lakhs but less than INR 225 lakhs (6)	
d) Average annual turnover for last three years more than INR 150 lakhs but less than 175 lakhs (3)	
<b>III. Performance in past works for 3 years (client reports) Quality of Food, Quality of Service, Hygiene, Cleanliness (each carries 5 marks)</b>	<b>20</b>
<b>IV. Personnel and Establishment</b>	<b>10</b>
a) Structure of Organization with details of Roles & Responsibilities in each category (5)	
b) Qualified Technical & Administrative Personnel at Company level and Compliance with Statutory Requirements (5)	
<b>V. Report on Visit of the HAC/NITTH Officials: Quality of Raw Materials used; Quality of Food; Cleanliness of Kitchen, Store &amp; Dining area; Quality of Service; Feedback Register; Courteous &amp; Responsiveness (each 5 marks)</b>	<b>30</b>
<b>Total Marks</b>	<b>100</b>

#### Stage III – Price Bid:

Covers of the Price Bid of Bidders whose total marks in Technical Bid is 70 or more, will only be Opened & Processed further.

Signature of the Bidder

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The Bidder who is technically qualified Scoring minimum 70 Marks and quotes the “lowest daily rate (inclusive of all taxes)” as per the menu, stipulated quality and all other terms & conditions will only be opened & considered for selection. HAC/NITTH reserves right not to consider L1 (lowest rate quoted), if in its assessment that the lowest rate is unreasonably low compared to prices of the food items for the stipulated menu in the market.

- a. Bidders whose technical bids are not found acceptable will be advised of the same and their sealed cover containing price bid will not be opened and EMD amount will be returned to them.
- b. Technically qualified bids alone are eligible for opening of price bid. Date of opening of price bids will be decided after technical bids have been opened and evaluated by the Committee.
- c. Caterers will be finalized based on their experience, credentials, business turnover, financial strength and stability, contracts executed during the last three years, contracts in hand, capacity to prepare food, managerial abilities, Feedback references, support facilities to execute the order, compliance to statutory regulations, profile/qualification/experience of the cooks/ manpower, culinary capacity, client profile along with performance certification by their clients, rate quoted, reliability and other relevant factors as considered appropriate by the HAC/NITTH. Well Qualified/Experienced/Talented Cooks should not be changed without written permission of NITTH/HAC
- d. Besides, scrutinizing the documents submitted along with the technical bid, if found necessary, bidders will be interviewed by the Committee to assess their eligibility, capability and suitability.
- e. If found necessary, HAC/ NITTH or its authorized representative may visit sites of the bidder to Inspect the Present Contracts to receive on the spot information regarding quality of services provided etc.
- f. Price bid Evaluation shall be based normally on L 1 (Least Rate) basis for the entire scope of work considering the total cost of services. However, Committee does not pledge itself to accept the lowest bid.
- g. With a view to arrive at uniform daily rate for all students, it will be the prerogative of HAC/NITTH to make negotiation and to work out splitting/redistributing of Mess Contracts amongst successful bidders based on **Minimum Threshold Rate** (Rs.105/- incl. 5% GST)/**Parallel Rate Contract** basis. The decision of the HAC/NITTH will be final and binding in awarding the contract (s). Minimum Threshold Messing Rate for the calendar years 2018-19 has been fixed taking into consideration (a) Inflation (b) Revision in GST, Duties & Levies (c) increase in various items in the menu (d) all other factors considered necessary which is final & conclusive.
- h. Existing Catering Contractors, engaged for rendering catering service in the Hostel Messes of NITTH, will be assessed based on the current Feedback/Performance report from the respective Messes. Like that of new entrants (i.e. new bidders), existing catering contractors of NITTH should also furnish EMD & Tender Fees and Comply with all Terms & Conditions, Specifications of this tender document. With a view to ensure Neutrality & Impartiality in the Tendering process, HAC/ NITTH will not issue Performance certificate in respect of any existing contractors. However, they are permitted to include their turnover with NITTH under their Total Turnover.
- i. HAC/ NITTH reserves the right to change, modify, add or alter the bidding process including inclusion of additional evaluation criteria for short listing of bidders at later stages.



- j. Chief Warden, HAC/NITTH shall reject the Rate quoted by any of bidder for Mess if the same is below Minimum Threshold Rate. Presently, Messing Rate per day per student is fixed at Rs.90 for boys and girls for the existing caterers.
- k. The decision of the HAC is final in awarding the contract. HAC reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to HAC / NITTH inter-alia, other reasons.
- l. HAC reserves the right to Reject any or all the Tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever and without any obligation or liability whatsoever.
- m. In the event of bid being accepted, quotations will be Converted into a Contract, which will be governed by the Terms & Conditions of the Contract Agreement apart from tender document.
- n. Canvassing in any form shall make the tender liable for Rejection. If a bidder deliberately gives Wrong information in his tender or creates conditions favorable for the acceptance of his tender, the HAC reserves the right to Reject such tender at any stage.
- o. HAC/ NITTH reserves the right to Cancel the Contract, if a bidder or bidders obtains the contract as a result of Cartel Formation of tendering or by forged methods at any stage.
- p. No NITTH employee and/ or their dependents are eligible to submit their offer against this tender. Should the bidder or a contractor has dependent / relative or in the case of partnership firm, any of its partners or dependents of partners employed in NITTH, HAC inviting the tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

### **SECTION I: Terms and conditions**

1.	Rate to be quoted by the bidder against this tender shall be inclusive of cost of all raw materials like rice, groceries, vegetables & all other ingredients of good quality, loading, unloading, transportations & storage of raw materials, fuel cost, electricity & water charges, Cleaning & Conversion cost, labour costs incl. salaries & allowances etc. payable to workers employed by Caterer and statutory Taxes, duties & levies incl. GST. <b>In nutshell, the rate quoted by the bidder shall be all inclusive, lump sum &amp; Fixed Rate.</b> Aavin Milk will be supplied by the HAC and the Corresponding amount will be adjusted against their Bill Payment.
2.	Bidders should Quote Rate for All the Menu listed in Annexure IIb and III in the format [ <b>Annexure II (a)</b> ] which alone will be considered for selection.
3.	Caterers shall provide catering services as per the Menu prescribed (Annexure III/IIb). Mess' Basic Daily Menu (Breakfast, Lunch, Evening Snacks, Tea/Coffee and Dinner) to be served by the Caterer is given at <b>Annexure III</b> . HAC/NITTH reserves its right to modify the menu at its discretion in consultation with the caterers to suit the availability of seasonal vegetables and their market supply.
4.	Mess building with all the Kitchen Equipments will be handed over to the Caterer. The equipment should be used with utmost care.



5.	Caterers needs to have necessary Facilities such as Gas connection for oven and other Gadgets for carrying out preparation of food for students and serving in the dining room of the Hostel. Bidder shall use cooking gas (LPG) at his cost for cooking in the kitchen. Caterers will be solely responsible for the arrangements of gas connection& refills out of his own resources incl. its safe custody and usage.
6.	Caterers shall also furnish a certificate in every Mess Bill to the effect that amount claimed is inclusive of GST and dispute, if any arises on that score, will be settled amicably between the Caterer and GST authorities concerned without involving HAC/NITTH as party to the dispute.
7.	NITTH/HAC shall provide basic Facilities such as furniture, cooking equipment, water cooler in dining room. A stock register of item will be maintained. These facilities will be under the control of the Caterer and he/she will be responsible for any damages.
8.	Caterers should make their own arrangement for all Utensils like plates, spoons, cups, jugs, tumblers etc.
9.	NITTH/HAC shall provide Electricity to the Caterers for exclusive purpose of running the Mess/Food Courts-dining facilities, lighting inside & outside, for the kitchen for running Grinder, Freezer, Refrigerator etc. at prevalent tariff applicable for NITTH. Electricity will not be allowed to be used for cooking purpose. A separate meter will be installed. However, electricity consumption for garbage composter will be borne by the Institute.
10.	Water required for cooking, washing and incidental purposes will be supplied on Cost basis by NITTH/HAC to the Caterers. Water meter will be fixed by the Institute. Water areas are to be maintained clean.
11.	The Bidder shall ensure that his staff are regularly trained for Fire & Safety drills like operating fire extinguishers etc. which shall be supplied by the Institute and that proper & adequate precautions, safeguards & preventive measures against fire are taken.
12.	The Caterer shall pay a sum of INR <u>35,000Rs</u> (Building License Fee Rs.5,000/- Maintenance Rs.25, 000/- and Overhead Rs.5,000/- ) (incl. of GST) per month towards monthly Rent& Allied Charges to NITTH/HAC.
13.	Utmost attention has to be given to provide wholesome Quality dishes, render good acceptable Services, maintaining Punctuality in services without any Complaint from diners, which is equally important.
14.	Tentative Mess Timings: <input type="checkbox"/> Breakfast : 07.00 – 10.00 Hours <input type="checkbox"/> Lunch : 12.00 – 14.30 Hours <input type="checkbox"/> Evening Snacks with tea : 16.30 – 17.30 Hours <input type="checkbox"/> Dinner : 19.00 – 22.00 Hours
15.	Basic Mess Menu is Unlimited and Special items like sweet, ice cream, fruits etc. are Limited. Special vegetarian/non-vegetarian items are considered as extras and will not form part of basic menu.
16.	The food, Raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, hygienic and edible. No Cooked Food shall be Stored / Preserved after meals.



17.	Vegetables used should be fresh and of good quality. Good quality, well cleaned, De-stoned Rice should be used. Standard brand Toor/Urad Dal/Pulses/Grams/Spices are only to be used for cooking. The caterer should procure the required provisions from Standard Shops. Milk should be of Aavin brand. Rice should be cooked properly. Chapatti should be baked properly and it should be soft. For preparation of Curry (i.e., Sabji) each day, Vegetables must be changed. Potatoes mixed with vegetables should not exceed 20%. Fruit served should be of good quality.
18.	Caterers shall use only Branded Raw materials and best quality for preparing the food. Procurement of first quality branded groceries, vegetables etc. will be the responsibility of the caterer. Selected branded items are attached in <b>Annexure V</b> . Brands of other items will be decided by the NITTH. Members of the Hostel Mess Committee will Check all Materials brought to the mess as well as Cooking Practices. A Register shall be maintained in this regard. In the event of the quality of the food served being poor or not adhering to contractual conditions, the NITTH/HAC will be free to impose Penalty as deemed.
19.	Caterer shall provide Light food such as Milk, Bread, Rice Gruel/Kanji, fruit juice etc. in lieu of meals to the Sick Hostellers/student/s during his/their sickness period and no extra charge will be paid for the same.
20.	Caterer or his Mess Manager is required to be remain Present in the mess when food is Served. Weekly Menu should be displayed on the notice board.
21.	The Caterer shall maintain a Suggestion book for recording Suggestions for improvement. Such suggestions have the approval of the NITTH/HAC, should be forthwith acted upon. Suggestion book should be kept open for inspection by the Hostel Committee.
22.	Keeping the Kitchen, Dining halls and Mess premises Neat, Clean & Hygienic are the responsibilities of the caterers. Strict adherence of hygiene of messes and its surrounding is essential. Caterers should not dump Vegetable/Raw material/Other Wastes into the drainage. Disposal of wastes getting clogged in drainage lines have to be cleared by caterer. Hostel Committee's suggestions / actions regarding cleanliness have to be followed and the expenditure will be borne by the caterer. Any violation on the part of caterer is liable for appropriate Penal provisions. Daily cleaning report should be submitted to NITTH/HAC.
23.	Mess utensils are to be cleaned using detergent powder/soap with warm water after every meal and again soaked in the hot water tub/tank.
24.	Caterer shall be solely responsible for cases of incidence of Food Poisoning and shall bear the complete Expenditures arising out of this for medical treatment of the hostel inmates. In addition, Penalty may be imposed on the caterer as decided by the NITTH/HAC for such incidences. Since the services include food & eatables, provisions of Prevention of Food Adulteration Act, 1954 are binding on the caterer. There will at least one Meeting of mess committee and the caterer to sort out the issues.
25.	There will be strict Check on Quality of Food. The items of food served will be checked by the Mess Committee constituted by the NITTH/HAC. Such quality audit may be a test audit or random audit. Mess Committee Meeting will be held once in fortnight. The caterer should attend the meeting to sort out the issue. If the quality of the food is below the standard, Fine will be levied as detailed in the Penalty clause.



26.	<b>Billing and Payment:</b> Caterers shall submit Mess bill in the form of Tax Invoice containing details of GST Registration number of the Caterer and NITT (33AAATN5491Q1ZZ) along with HSN/SAC code every month on or before 07 <sup>th</sup> of subsequent month. All Amounts charged to the Contractors by NITTH is inclusive of GST. After deducting the amounts towards rent, electricity, water charges, TDS etc., 75% bill amount will be paid in fifteen days from date of receipt of monthly mess bill. 25% bill amount will be disbursed based on the <b>Performance Review and Penalties, if any</b> , by Student diners, Mess Committee of NITTH/HAC. Model Feedback form to be collected from diners for performance review & evaluation is given in <b>Annexure VI</b> . Monthly Review of the hostel student Committee to be submitted along with bill. Hostel Committee will not provide any advance for any reason whatsoever. In the event of delay of payment due to any query, objection or dispute with regard to any bill or a part thereof, the caterer shall not be entitled to any interest. The certificate for wages paid to the mess workers must be obtained from the official concerned & produced with mess bill along with Proof for
27.	In the case of delay / default in payment of contribution under Pay, ESI, EPF etc., by the Caterers, said contribution, penal interest and / or damages as may be levied by the ESI or PF Authorities, a Penalty of 20% of the above amount would also be levied and recovered from their running bills. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit will be refunded only after due satisfaction regarding payment of Wages, ESI & EPF by the Caterers.
28.	While calculating Monthly Bill amount, in respect of student diners who stay away for more than two days on official assignment of Institute as per hostel rules, (N - 2) formula shall be applied for Mess Reduction, where N is number of days absent by student diner.
29.	NITTH/HAC reserves the right to carry out Post Payment Audit & Technical Examination of the Work & Final bill including all supporting vouchers, abstracts etc. and enforce recovery of any sum becoming due as a result thereof. However no such recovery shall be enforced after three years of passing the final bill.
30.	NITTH/HAC will have full powers to impose Penalty to Caterers for not fulfilling any requirements.
31.	<b>PENALTY:</b> Failure to supply food in terms of quality, quantity, rate, menu etc. will attract Penalty. For not adhering to contractual conditions and for any deviations from normal, NITTH/HAC shall be free to impose penalty as deemed fit on the caterer. Penalty imposed shall be adjusted against payment due to the caterer. a. If vegetables kept for use is found to be of poor quality or rotten/ stale/ spoilt/ infected, then a penalty of <b>Rs.2, 000/-</b> for each occasion will be imposed. b. If poor quality of rice is used for preparation of meals, idly and dosa a penalty of <b>Rs. 3,000/-</b> for each occasion will be imposed. c. Oil once used should not be reused. If reuse of oil is found, penalty of <b>Rs.2000/-</b> for each occasion would be levied. d. Items like taste enhancers like Aji-no-moto, baking soda, coloring items etc. are banned and they should not be used. If they are found in the kitchen premises, penalty of <b>Rs.2000/-</b> for each occasion will be imposed. e. Presence of unwanted items in food such as blade, glass, metal wires, nails, cloths, cockroaches, cigarettes, rope, soft plastic etc. will attract a penalty of <b>Rs.5, 000/-</b> for each occasion.





- f. Insects found in any of the prepared food will invite a penalty of **Rs.2, 500/-** for each occasion will be imposed for each occasion.
- g. Kitchen, stores, dining hall and washing area should be kept clean. If not, then a penalty of INR. 2000/- for each occasion will be imposed.
- h. If there is any deviation in the approved Menu without prior permission from mess committee, a penalty of **Rs.2000/-** for each occasion will be imposed.
- i. If mess Caterer or his representative manager is not present in the mess when the food is served, a penalty of **Rs.2000/-** for each occasion will be imposed.
- j. If food for any meal, gets over or exhausted within timings of mess and waiting time is more than 15 minutes for lunch and dinner, and 10 minutes for breakfast then a fine of **Rs.2,000/-** would be imposed for each occasion on the caterer. The timing for that meal will be extended equivalent to delay time.
- k. Unavailability of the suggestion book/ complaint register on the counter and/or discouraging the complaint would impose a fine of **Rs.1, 000/-** for each occasion.
- l. Unclean utensils in a day would attract a fine **Rs. 2,000/-** for each occasion.
- m. If Mess Committee agrees that certain food was not properly cooked, then a fine of **Rs.2, 000** will be imposed for each occasion.
- n. Discrepancy on Hygiene of workers, dining hall etc. will call a fine of **Rs.2, 000/-** for each occasion.
- o. If Caterer found to have used unbranded/ bad/ duplicate quality of any mess commodities, a fine of **Rs.2, 000/-** will be imposed for each occasion.
- p. Non-compliance of Safety norms will invite a fine of **Rs.2500/-** each occasion.
- q. Misbehavior of Caterer's Mess workers would result in a fine of **Rs.1, 000/-** for each occasion.
- r. If the left-over food and other wastes are not fed to garbage composite or not disposed from the premises within the same day then a penalty of **Rs. 2, 000/** will be imposed for each occasion.
- s. Excess billing incl. double claims etc. will attract Penalty equal to that amount.
- t. For any penalty provisions stated above (i) First violation of the rule implies fine as per the above rules and (ii) Second and subsequent violations of the same rule within 30 days of the previous fine will attract triple the initial amount of fine on the caterer.
- u. Refer **Annexure-VI** for Feedback Form to be used by the Student Dinners for Reviewing Performance of the caterer.
- v. If the Food Quality is not up to the mark and/or Insufficient quantity on inspection, 20 to 50% amount of that day will be deducted. On three such occurrences, the contract is liable to be terminated. If a written complaint is received (a minimum of 10 students) on shortage of food for three days in a month, an amount equivalent to 100 students daily rate shall be deducted from the payment.
- w. Continuous bad performance (for any two months in a semester) will result in termination of the contract.
- x. Mess Committee/Squad constituted by the HAC is authorized to visit the Mess/Food Court, Stores & Kitchen and inspect Quality of materials any time. Mess squad is also authorized to recommend Penalties as above to HAC for Implementation on the caterer.
- y. HAC/ NITTH or their authorized Mess Committee, shall be the Competent Authority with regard to imposition of Penalty. Caterer may appeal to the HAC for reduction/waiver of penalty. The decision of the HAC shall be final and binding.



32.	The Caterer is required to maintain the Details of all his employees / Mess Workers. This information along with their photographs shall be submitted to the Office in the format that may be prescribed.																								
33.	The Caterer shall be responsible for the Proper Conduct & Behavior of the Mess Workers engaged by him. Caterer along with his workers has to behave politely with hostellers. If it is found that any worker has misbehaved with any of the hostel inmates, Caterer has to take action as suggested by the NITTH/HAC.																								
34.	The caterer shall not employ any mess Worker whose Track Record is not good. He should not be involved in any crime / offence / police case.																								
35.	Break-up of qualified Manpower Required at each Mess/Food Courts of NITTH: <table border="1"><thead><tr><th>SNo.</th><th>Designation</th><th>Total Manpower per day</th></tr></thead><tbody><tr><td>1</td><td>Mess Manager</td><td>01</td></tr><tr><td>2</td><td>Supervisors</td><td>03</td></tr><tr><td>3</td><td>Cooks</td><td>04</td></tr><tr><td>4</td><td>Asst Cooks</td><td>05</td></tr><tr><td>5</td><td>Servers</td><td>15</td></tr><tr><td>6</td><td>Cleaners</td><td>12</td></tr><tr><td>7</td><td>Other Staff- Helpers/Security etc</td><td>As Required</td></tr></tbody></table> <p>Staff strength in each category of Mess workers viz. Mess Manager, Supervisors, Cooks, Asst. Cooks, Servers, Helpers, Cleaners etc. deployed by the caterer should be optimum and finalized in consultation with NITTH/HAC; HAC reserves right to order additional staff if services are found inadequate. For additional strength of students in any dining hall, minimum staff has to be increased proportionately. Mobile phone numbers of Manager &amp; Supervisors should be displayed in dining hall. Copy of said list also should also be furnished to the Licensor.</p> <p>Experienced Manager with fluency in English should be appointed. Qualified/ Experienced/Talented Cooks employed should have expertise in preparing Multi-Cuisine Food like North, South-Tamilnadu, Kerala, Karnataka&amp; Andhra &amp; Continental Food-Veg &amp; Non-Veg items for appropriate Messes/Food Courts. North Indian Mess should have North Indian Cook and so for Others. At least 01 Cook should be qualified with a certificate from Catering Institute/Govt. organization. Caterer shall maintain Register containing the details of staff deployed with Name, designation, qualification, experience etc. and the register shall be open to the scrutiny of the authorized officials of NITTH/HAC.</p>	SNo.	Designation	Total Manpower per day	1	Mess Manager	01	2	Supervisors	03	3	Cooks	04	4	Asst Cooks	05	5	Servers	15	6	Cleaners	12	7	Other Staff- Helpers/Security etc	As Required
SNo.	Designation	Total Manpower per day																							
1	Mess Manager	01																							
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3	Cooks	04																							
4	Asst Cooks	05																							
5	Servers	15																							
6	Cleaners	12																							
7	Other Staff- Helpers/Security etc	As Required																							
36.	Employment of child labour (below the age of 18) is totally prohibited. The contractor shall provide a list of workers to be deployed.																								
37.	The employees of the caterer should wear uniform along with, cap, gloves etc.																								
38.	The employees Cannot Reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility. Necessary Permission in writing should be obtained by the caterer for Overnight Stay of their employees in the Mess. In Girls Mess, no male workers should be employed.																								
39.	It shall be clearly understood that the personnel to be deployed by the Bidder are their own workers and they have no binding whatever with NITTH. Bidders shall indemnify the NITTH/HAC from all liabilities arising out of deployment of personnel and other related issues thereto.																								



40.	<p>All Expenses relating to the employment of the mess Workers engaged by the Caterer shall be within the scope of the Caterer. Caterers shall have full control over his employees including right to appoint, determine service conditions, discharge, dismiss or otherwise terminate their services at any time. Caterers shall be solely responsible for any claim arising out of employment or termination of employment of his workers and for statutory payments. The Caterer is solely responsible for the payment of minimum wages for their mess workers as per Government norms and deductions towards PF, ESI etc. Caterer should produce record of duty hours and pay structure as per rules, for inspection by authorized Govt. Personnel &amp; NITTH/HAC and for meeting other statutory &amp; non-statutory benefits /obligations. The caterer shall comply with the provisions of the Factories Act, Contract Labour (regulation and abolition) Act, Workmen Compensation Act, Employees PF Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act and the Rules framed there under or any other Laws and Rules as may be applicable from time to time in respect of the workers engaged by him.</p> <p>Caterers when required by NITTH/HAC shall produce registers &amp; records for verification &amp; compliance of directives issued by NITTH/Statutory provisions. Thus, the caterer has to follow all labour laws/government laws and all statutory obligations in regard of employing mess workers. The caterer shall be solely responsible for any dispute / violation of labour laws.</p>
41.	<p>Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The caterer shall not serve any of such substance / drink in mess / hostel. Smoking, consuming tobacco etc. are also prohibited in hostel/mess premises.</p>
42.	<p>Caterers should execute an <b>Agreement</b> in the non-judicial stamp, incorporating the various terms and conditions. The Caterer shall deposit <b>15,00,000</b> (Rupees fifteen lakh only) in total as interest free <b>Security Deposit</b> which shall be refunded after the expiry of the agreement and after adjusting applicable deductions, if any.</p>
43.	<p>On expiry of the agreement, all the equipment/articles/facilities provided to the caterer shall be returned in good condition subject to the allowable wear and tear and no excuses of any nature whatsoever will be entertained for any loss or any damage to the equipment /articles/facilities. In case of any loss or damage, Caterer will have to replace the lost items/carry out necessary repairs, subject to approval&amp; instructions of HAC.</p>
44.	<p>During Vacation time, NITTH/HAC will inform the caterer well in advance about the need for providing services. If the students' strength fall below a certain number, Rate at which the catering services is to be provided to students, Rental charges payable by the caterer will be decided jointly.</p>
45.	<p>Notwithstanding anything contained in the terms and conditions, HAC/NITTH shall be at liberty <b>to terminate the contract by giving 30 days clear notice</b> without assigning any reason whatsoever. However, Caterer may terminate his/her contract by giving 60 days clear notice. In this case caterer will be debarred for participating in further mess tender process of NITT Hostels for 03 years.</p>
46.	<p>It will be the sole responsibility of the bidder alone, to execute the entire contract on his own. Caterers should not assign or sublet the contract.</p>
47.	<p>After the award of the contract, the caterer shall be on <b>trial for 03 months</b>, subject to fortnightly review of performance; Continuance of the contract for the remaining period shall be subject to satisfactory performance during the trial period.</p>



48.	In the case of Special Event organized in the Hostel for which food is arranged from another Caterer/Restaurant, the students will get a discount corresponding to the food charges for that meal. However, a maxm of 05 such events can take place within a span of 01 year.
49.	In case, <b>Caterer fails to operate</b> the contract or comply with any of the contractual obligations, NITTH/HAC reserves the right to get the same done by another agency, at the Caterer's Risk & Costs apart from recovery of a penalty.
50.	Caterers shall be responsible for providing at his own expense, all precautions/gadgets etc. to prevent loss or damage from any and all risks and to minimize the amount of such loss or damage and for the necessary steps to be taken for said purpose.
51.	In case NITTH/HAC be held liable for any loss, damage or compensation to third parties arising by Caterer, such loss, damage or compensation shall be paid by the Caterer to HAC/ NITTH together with Costs incurred by HAC on any legal proceedings pertaining thereto.
52.	All necessary Personal Safety Equipments as considered adequate shall be made available by the Caterer for use by personnel employed on the site and maintained in a condition suitable for immediate use. Caterer shall take adequate steps to ensure proper use of equipment by those concerned. Special emphasis will be laid on Fire Safety norms and proper operation of Electrical gadgets/instruments & Firefighting equipment etc. placed at the disposal of the hostel mess. The caterer shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurring. Liability / responsibility in case of any Fire Accident or any other accident causing injury/death to mess workers /inmates or any of his staff shall be that of the caterer. The NITTH/HAC shall not be responsible for such cases by any means.
53.	It is the responsibility of the caterer to maintain all Kitchen& Other Equipments supplied ( <b>Annexure-IV</b> ) by the Institute in proper working conditions at all times. If there are damages, Caterer has to make good, Losses incurred by the institute or alternatively replace the damaged equipment with same brand and specification. Institute will not supply any equipment additionally or by way of replacement.
54.	Disposal of waste material shall be done by the caterer in accordance with the prevalent rules & regulations and use the Garbage Composter regularly and store the output from the garbage composter. Food & Vegetable waster should not be dumped in the open area.
55.	The contractor will not be permitted to Franchise the hostel mess for any other Commercial activity outside the scope of student hostels. Mess premises should not be used for any other purpose, other than Catering services for Hostel students.
56.	Mess/Food Court Workers & Cooks should be Healthy and medically fit. Caterer should ensure that all his workers are free from communicable diseases. If any mess worker is found medically unfit, he/she may not be given permission to continue his/her duties and the caterer has to replace him/her immediately without fail.
57.	NITTH/HAC will Not be Liable for any Medical attention, Injury/ Loss of life of mess or any other Workers engaged by the contractor in the preparation, transportation of food items to dining halls and Other services as per the contract. A suitable Insurance coverage for all Caterers Staff shall be arranged by the Contractor at his/her cost towards compensation of any loss to their workmen as per legal provisions.
58.	In the event of the disputes, differences, claims and questions arising between the parties hereto arising out of this agreement, all such dispute claims shall be referred to Sole Arbitrator appointed by the NITTH/HAC. All legal disputes shall be subject to the jurisdiction of Courts at Tiruchirappalli.



59.	Caterers who are selected for providing catering services will have to execute the Contract Agreement consisting all terms & conditions of contract as per format at <b>Annexure - VII.</b>
60.	Further, Caterers has to sign the Integrity Pact as given in the format at <b>Annexure – VIII.</b>

I / We agree to the above terms and conditions.

**Place:**

**Signature of the bidder with Name and seal**

**Date:**

**Name**

**Designation**

**Seal**

**Signature of the Bidder**

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## **ANNEXURE - I**

### **APPLICATION FOR PRE-BID QUALIFICATION AND TECHNICAL BID**

**Important Note:** (1) Bidders are cautioned that the tabular statement given below is the application format for Technical bid. Hence there should NOT be any indication either in this tabular statement or in the enclosures to this tabular statement regarding Financial Bid/Rate per Day per student/Cost/Price or any other commercial consideration under this contract.

(2) All information called for in this Application format should be furnished against the relevant columns in the format. If the information is furnished in a separate sheet is enclosed with the technical bid, this fact should be mentioned against relevant column (s). If any particulars/ query are not applicable in case of the applicant bidder, it should be stated as "Not Applicable".

#### **ANNEXURE – 1 (A): Pre-Bid Qualification:**

<b>S. No.</b>	<b>Description</b>	<b>Information</b>
1.	Do you Unconditionally Agree with all Terms and Conditions stipulated in the Tender Document?	Yes / No
2.	Have you furnished Documentary Evidence/ proof in support of compliance with the basic eligibility conditions stipulated in <b>Section C</b> of the tender document	Yes / No
3.	Details of Tender Processing Cost Remittance	Amount: INR: DD/Ref. No: Date : Name of Bank :
4.	Details of EMD remittance	Amount: INR: DD/Ref. No: Date : Name of Bank :
5.	Did you undertake the Catering Contract Work in the Educational Institutions? If yes No. of Years served	Yes / No
6.	Name and Address of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID	

**Place:**

**Signature of the bidder with Name and seal**

**Date:**

**Name**

**Designation**

**Seal**

**Signature of the Bidder**

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**ANNEXURE – 1 (B)**

**Technical-Bid Qualification and TECHNICAL BID**

(To be submitted in a separate sealed envelope but to be kept inside a larger size outer envelope)

1.	Name and Address of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID	
2.	Year of Establishment / Incorporation	
3.	(a) Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)	
	(b) Details of License under food, Safety and Standard License as per FSS-LR Act 2011.	
4.	Legal Status of the Bidder (in case of Partnership Firm, authenticated copy of Partnership Deed, in case of Private or Public Limited Company authenticated copy of Memorandum & Articles of Association and in case of Proprietary Concern, Proprietary Firm Registration Certificate should be enclosed as documentary proof)	
5.	Bio data or Profile containing name, educational qualifications, occupation and postal address of Proprietor/ Partners/ Directors/ Managing Director/ Chairman & Managing Director ( please use separate sheet if found necessary)	





6.	Name, Designation & Phone number of persons authorized to sign the documents on behalf of Proprietary Concern/Partnership Firm/Private or Public Limited company (Please attach Power of Attorney/ authorization for signing the document). In case of Proprietary concern, bidder may submit attested copy of PAN card/ Election Commission Card/Passport of Proprietor and authorized signatory, in case of proprietor is not signing the tender document)		
7.	Name and Designation of the Contact Person/Representative/Manager of the Agency/Firm/Company with mobile number & email ID		
8.	Annual Turnover during the last three years. (copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	Year	<b>Annual Turnover of the Bidder from Catering Business (Rupees in Lakhs)</b>
		2015-16	
		2016-17	
		2017-18	
9.	Average Turnover in last three years from Catering Business	INR _____	in lakhs
10.	Is your firm/ company carrying out any other trade/business in addition to Catering Services? Furnish particulars of other trade/ business carried out.		
11.	Total experience (years/ months) Hostel Mess/Food Courts in Central Educational Institutions/Industrial-Organizational Executive Canteens/ Restaurants of Govt. Organisations.		
12.	Have your firm/ company ever changed its name any time? If yes, provide the previous name and reasons there for?		
13.	Whether the company/firm ever required to suspend catering services for a period of more than six months continuously? If yes, state the reasons.		
14.	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.		
15.	Income Tax Permanent Account Number (Copy of PAN Card to be enclosed)		



16	Income Tax Assessment Completion Certificates/Assessment Orders for the financial years 2015-16, 2016-17 and 2017-18 (In the event of assessment of the years indicated having not been completed, certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)	
17	Have you registered under Employees State Insurance Corporation Act (ESI) Act? If so, enclose copy of the registration certificate. Also provide copy of latest remittance & returns for 2017-18 for same.	
18	Have you registered under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. Also provide copy of latest remittance & returns for 2017-18 for same.	
19	Copy of Service Tax/GST Returns (Annual Returns) to be provided for the last three years i.e., 2015-16, 2016-17 and 2017-18 along with assessment orders (In the event of assessment of the years indicated having not been completed, certificate of the latest assessment completed may be enclosed and reasons for non-completion of assessment for the required years may be indicated).	
20	Copy of GST Registration certificate to be enclosed	
21	Details of Bank Mandate Name of the Bank Name of the Branch Account No. Type of Account IFSC Code No. (copy of cancelled cheque be enclosed)	
22	Brief details of Litigations, if any, connected with Catering Works, Current or during the last three years, opposite party and the disputed amount.	
23	Specify whether there are any issues/ disputes against your agency/firm/ company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities etc.	
24	Give details of Termination of previous contract, <b>if any</b>	

**Signature of the Bidder**

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25	Give Information, if any, regarding the proceeding for Bankruptcy, Insolvency or winding up in which bidder <b>is/was</b> involved																																										
26	Bidders Solvency (Original certificate for an amount of Rs.33 lakhs from the banker to be enclosed)																																										
27	Number of Manager, Cooks, Servers, Helpers, Cleaners, Other Staff etc. proposed to be deployed by the bidder for the proposed Catering Strength at NITT Hostel Mess/Food Courts.																																										
28	<p>Details of <b>Ongoing Contracts</b>: The following should be enclosed:            (a) Work Orders and Contract/ Agreement copies            (b) TDS Certificates (Form 16A) issued by the Client comprising Gross Bill values for the works done by the Caterer            (c) Attach separate sheet for each job/work            (d) <b>Attach Annexure VIB wherein General format is prescribed.</b></p> <table border="1"> <thead> <tr> <th rowspan="2">S No.</th> <th rowspan="2">Name &amp; Address of Client Organization with name, address, mobile number &amp; Email ID of the Officer to whom reference may be made.</th> <th rowspan="2">Nature or Type of Works undertaken (viz. Hostel Mess, Industrial or Institutional Canteen)</th> <th rowspan="2">Work Order Value INR</th> <th rowspan="2">Number of Diners</th> <th colspan="2">Period of Contract</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						S No.	Name & Address of Client Organization with name, address, mobile number & Email ID of the Officer to whom reference may be made.	Nature or Type of Works undertaken (viz. Hostel Mess, Industrial or Institutional Canteen)	Work Order Value INR	Number of Diners	Period of Contract		From	To																												
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29	<p>Details of <b>Completed Contracts</b> during the last three Years:            Order Copy, Contract/Agreement copy should be enclosed. If required, please attach extra sheets. Enclose Performance Certificate (<b>Annexure VIB</b>) or Certificate of Satisfactory Completion from Client organizations for three years 2015-16, 2016-17 and 2017-18</p> <table border="1"> <thead> <tr> <th rowspan="2">S No.</th> <th rowspan="2">Name &amp; Address of Client Organization with name, address, mobile number and E- Mail ID of the Officer to whom reference may be made.</th> <th rowspan="2">Nature or Type of Works undertaken (viz. Hostel Mess, Industrial or Institutional Canteen)</th> <th rowspan="2">Work Order Value INR</th> <th rowspan="2">Number of Diners</th> <th colspan="2">Period of Contract</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						S No.	Name & Address of Client Organization with name, address, mobile number and E- Mail ID of the Officer to whom reference may be made.	Nature or Type of Works undertaken (viz. Hostel Mess, Industrial or Institutional Canteen)	Work Order Value INR	Number of Diners	Period of Contract		From	To																												
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					From	To																																					



30	Any other information, document which may help HAC in assessing your capabilities may be enclosed. Bidder may add any further information that he considers relevant for the evaluation of their bid. The bidder may attach catalogue and other annexures that would help in providing quality food and services.		
31	Details of a) Valid license issued by FSSAI (Proof to be attached) b) Quality Food Certifications, if any, obtained viz. ISO 9001-2000, IIMTCP etc. (Proof to be attached)		
32	Details of Awards, if any received or Reviews in the Media, if any		
33	Whether the agency was Blacklisted by any Client. Suppression of the fact will lead to Rejection to the bid. After execution of contract, if it is noticed that agency was blacklisted, contract will be Cancelled.		
34.	In the event of Selection and Award of the Contract, please indicate your Order of Preference to the following:		
	<b>Menu Type</b>	<b>Whether Quote is made for (Yes/No)</b>	<b>Order of Preference (say 1,2,3,4 etc)</b>
	1. Girls Mess- North Indian Mixed Menu (Opal G Floor)		
	2. Boys Food Court-II		

**Note:**

1. All Documents enclosed to the Technical Bid should be arranged and submitted in the same serial order as they appear on the Technical Bid.
2. All Pages of Tender documents must be serially numbered, duly signed and stamped by the bidder. Hard copy to be send by post. If an Individual or a Proprietor of a firm is a signatory, he/ she should Sign Above the full type written Name & current Address. In case of Partnership firm, all Partners of the firm or a partner holding Power of attorney for the firm (certified copy of power of attorney should accompany documents) should sign and in both cases, certified copy of the Partnership Deed and current address of all Partners of the firm should be furnished. In case of Limited company or a corporation, documents shall be signed by a duly Authorized person holding Power of attorney for signing the documents, accompanied by Copies of the letter of Power of attorney and Memorandum & Articles of Association duly attested by a Notary Public.

**Declaration:**

- I/ We hereby Certify that the Information furnished in this tender document is Complete and Correct to the best of my knowledge.
- I/ We understand that furnishing of False Information could result in Disqualifying for award of the contract.

**Signature of the Bidder**

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- I/ We also Authorize the NITTH/HAC or its authorized representative to approach individuals, employers, firms and corporation to Visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
- I/ We do hereby offer to perform and execute the catering Contract in conformity with terms and conditions of the contract.
- I/We agree that the Acceptance of any tender shall be at the sole and absolute discretion of the NITTH/HAC, Tiruchirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

**Place:**

**Signature of the bidder with Name and seal**

**Date:**

**Name**

**Designation**

**Seal**

**Signature of the Bidder**

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**ANNEXURE – 1 (C)**  
**CHECKLIST OF DOCUMENTS TO BE ENCLOSED & IMPORTANT DATES**  
**(For the use of the Bidders only)**

<b>S. No.</b>	<b>To be Checked before submitting the Bid</b>	<b>Remarks (Please Tick) Yes / No</b>
1	Whether Registration Fee Payment Proof attached.	
2	Whether copies of the remittance towards Tender Processing Cost & EMD have been submitted and Xerox copies of the same have been uploaded.	
3	Whether Documents supporting Eligibility conditions stipulated in <b>Section C</b> of Tender document (i.e. proof for experience in similar nature of work, annual turnover, performance certification and financial solvency have been enclosed with Technical bid).	
4	Whether the Application for Technical Bid is submitted in the Application prescribed in <b>Annexure - I</b> of the Tender document.	
5	Whether duly filled in Technical Bid Application (i.e. Annexure I to the tender document) is kept on top of the Technical Bid and whether the following documents have been enclosed with the Technical Bid: i. Registration/ Incorporation details of the bidding Firm/Agency/ Company ii. Documents in support of Legal Status of the Bidder iii. Bio data/Profile of the Proprietor/ Partners/ Directors iv. Authorization/Power of attorney for signing the tender document v. Audited Annual Accounts, Income Tax Return & Assessment orders for the three years i.e. 2015-16, 2016-17 and 2017-18 vi. PAN/VAT/ESI/EPF details/GST documents. vii. Details of Completed Contracts in the prescribed format during the last three years along with proof viii. Details of Ongoing Contracts in the prescribed format along with proof. ix. All other information/details/Supporting documents /proof desired in Tender document.	

**Signature of the Bidder**

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6	Whether Technical Bid and all the required Enclosures to the Technical Bid are serially numbered and over writing/ erasures, if any, in the technical bid duly been initialed/ endorsed and signed?	
7	Whether an <b>Index or Table of Content</b> of all enclosures to the Technical bid has been prepared and attached with the Technical bid, to facilitate quick reference?	
8	Whether Application for Technical Bid (i.e. Annexure I to the Tender document) along with required enclosures are enclosed as per the instructions given in <b>Section E</b> of the tender document?	
9	Whether the Price Bid is submitted in the Application Prescribed in the <b>Annexure II (a)</b> of the Tender document.	
10	Whether the Price Bid has been submitted under the Letter Head of the bidding firm/ company/ agency?	
11	<b>Important dates</b>	
	Tender Notification date	<b>17.11.2018</b>
	Pre bid conference date and time	<b>26.11.2018 - 11.00 a.m</b>
	Last date for submission of tender	<b>14.12.2018 – 3.00 p.m</b>
	Date of opening of Technical Bid.	<b>14.12.2018 – 3.30 p.m</b>
	Date of Price Bid Opening	<b>19.12.2018 – 3.00 p.m</b>





## **ANNEXURE – I (D)**

### **Undertaking**

- a. I hereby certify that I have read the tender document completely and here by agree to abide by the terms and conditions laid down in the tender document.
- b. I certify that I am Citizen of India.
- c. I hereby certify that I am not defaulter of the CIBIL and hereby agree to produce CIBIL Score certificate if NITTH/HAC requires.
- d. I hereby certify that I am not willful defaulter of any nationalized banker/private or any other private/Govt. Institution.
- e. I hereby agree to produce NOC from the IT dept. and certify that there is no Govt. dues pending with me.

**Place:**

**Signature of the bidder with Name and seal**

**Date:**

**Name**

**Designation**

**Seal**

**Signature of the Bidder**

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**ANNEXURE – I (E)**

**NEAR RELATIVE CERTIFICATE  
(To be given by ALL Directors/Bidders)**

I \_\_\_\_\_ S/o Sri \_\_\_\_\_ r/o \_\_\_\_\_

---

hereby certify that none of my relative (s) as defined in the tender document is / are employed in NITTH/ NITT as per details given in tender document. In case at any stage, it is found that the information given by me is false /incorrect, NITTH/HAC shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Date:

Signature: .....

Name in block letters of the Signatory .....

In the capacity of .....

**Place:**

**Signature of the Bidder with Name & Seal**

**Date:**

**Name**

**Designation**

**Seal**

**NOTE:**

- In case of Company/Institution/Body Corporate, a list of all Board of Directors may be submitted along with the bid.
- In case of Company/ Institution/ Body corporate, “Near Relative Certificate” are required by all Directors of Company/Institution/Body Corporate excluding Government of India /Financial Institution Nominees and Independent non-official part time Directors appointed by Government of India or the Governor of State.
- In case of Proprietorship Firm, the Certificate will be given by Proprietor.
- For Partnership Firm, certificate will be given by all the Partners.

**Signature of the Bidder**

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## **ANNEXURE – II (a)**

### **PRICE BID**

**To be uploaded in the below given format**

**The Chief Warden,**  
Hostel Administration Committee,  
National Institute of Technology,  
Tiruchirappalli-15.

Sir, In response to the Tender Notification No: NITT/Hostels/HAC/Tender/2018-19/002 dt.17.11.18, we are submitting the price bid as below:

#### **RATES OFFERED BY THE BIDDER FOR NITT HOSTEL MESS & FOOD COURTS (BOYS)**

<b>SNo.</b>	<b>ITEM</b>	<b>Unit</b>	<b>MESS RATE (incl. all Taxes etc)* INR</b>	<b>FOOD COURT RATE (Average of Total Score (incl. all Taxes etc; Refer Annx -II b)* INR</b>
1.	Girls Mess- North Indian Mixed Menu (Opal G Floor)	Rate Per Student Per Day		
2.	Boys Food Court-II	<b>Average of Total Score (Refer Annx-IIB)</b>		

**Rate including GST, Tender period 01 year extendable for 01 more year.**

**Note:** Rate Quoted by Bidders for Mess and Food Courts shall be Inclusive of All Taxes, Duties, Levies etc of State/Central Government/Local Bodies. **Food Court Rate will be as in Annx- II (b).**

NITTH/HAC will not be responsible for any change in Tax rates during the Contract period. Bidder quoting for one Vegetarian Menu should also quote for all Vegetarian Menu. Bidder quoting one Non-Vegetarian Menu should also quote for all Non-Vegetarian Menu.

I/we hereby agree to provide Catering services as per terms & conditions of the Contract as would be decided by the HAC/NITTH and the rate shall be valid for a period of **12** months.

**Place:**

**Signature of the bidder with Name and seal**

**Date:**

**Name**

**Designation**

**Seal**

**Signature of the Bidder**

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**ANNEXURE – II (b)**  
**RATE FOR EXTRAS IN MESS SYSTEM/**  
**RATE FOR MAIN MENU IN FOOD COURTS**  
**(This quote will not be considered for deciding award of Contract  
for Mess BUT for Food Court Only)**

S. No	Item	Quantity	Rate (INR)
<b><u>STANDARD MEALS</u></b>			
1	<b>South Indian Veg:</b> Idli (4No) + Medhu Vadai (2 Nos) with chutney, sambar + Rice + Sambar +Rasam + Kadai Veg (150g) + Sprouts (1 plate) + Sambar Rice (1 plate) + Curd Rice (100 g) + Butter Milk (250ml) + Ice Cream (Amul 200g)		
2	<b>South Indian Non-Veg:</b> Ghee Dosai (2 Nos.) + Medhu Vadai (2 Nos) with chutney , sambar + Rice + Sambar +Rasam +Chettinadu Chicken (150g) + Sprouts (1 plate) + Sambar Rice (1 plate) + Curd Rice (100 g) + Butter Milk (250ml) + Ice Cream (Amul 200g)		
3	<b>North Indian Veg:</b> Aloo Paratha (2 pcs) with curd, chutney+ vanilla milkshake (250 ml) + Rice (1 plate) +Daal Makhani (100g)+ Aloo Baingan Masala(150 g) + Veg Puff (2 no) + Coffee (100 ml) + Chapatti (3 Nos) + Paneer Butter Masala ( 150g)+Coke (250ml)		
4	<b>North Indian Non-Veg:</b> Aloo Paratha (2 pcs) with curd, chutney + vanilla milkshake (250 ml) + Rice (1 plate) + Makhani (100g) + Egg Masala (2 egg) + Grape Juice (250ml) + Samosa(2 no) + Cold Coffe (200 ml) + Chapatti (3 Nos)+ Chilli Chicken( 150g) + Coke (250ml)		
5	<b>Pure Veg North Indian-Jains/Jat/Punjabi/ NW-Vaishno/North-Vaishno (HKB):</b> Aloo Paratha (2 pcs) with curd, chutney+ vanilla milkshake (250 ml) + Rice (1 plate)+Daal Makhani (100g)+ Aloo Baingan Masala(150 g) + Veg Puff (2 no) + Coffee (100 ml) + Chapatti (3 Nos) + Paneer Butter Masala ( 150g)+Coke (250ml)		
6	<b>Chinese Veg:</b> Veg Noodles (1 plate) + Veg Fried Rice (200g)+ Veg Cheese Sandwich (2pcs) +Mango Milkshake (250g) + French Fries (150g) + Coke (250ml)		
7	<b>Chinese Non-Veg:</b> Chicken Noodles (1 plate) + Egg Fried Rice (200g) + Chicken Cheese Sandwich (2pcs) +Mango Milkshake (250g) + French Fries (150g) + Coke (250ml)		
8	<b>Continental Veg:</b> Sweet Corn Soup (200ml) + Veg Spring Roll (2 pcs) + Butter Paratha + Kadai Paneer (150g) + Mushroom Biryani (200 g Rice + 100 g Mushroom) + Ice Cream (200g) + Fruit Juice (200 ml) + Carrot Halwa (150g)		
9	<b>Continental Non-Veg:</b> Chicken Clear Soup (200ml) + Veg Spring Roll (2 pcs) + Butter Paratha + Mutton Masala (150g) + Chicken Biryani (200 g Rice + 100 g Chicken) + Ice Cream (200g) + Fruit Juice (200 ml) + Carrot Halwa (150g)		

Signature of the Bidder



<b>Vegetarian Extras</b>			
1	Baby Corn Masala	150 gm	
2	Chilli Baby Corn	150 gm	
3	Panner 65	150 gm	
4	Mushroom Masala	150 gm	
5	Kadai Paneer	150 gm	
6	Palak Paneer	150 gm	
7	Chilli Mushroom	150 gm	
8	Aloo 65	150 gm	
9	French Fries	150 gm	
10	Boiled Banana	01 no	
11	Malai Kofta	150 gm	
12	Veg Fried Rice	300 gm	
13	Veg Biryani	300 gm	
14	Paneer Biryani	300 gm	
15	Mushroom Fried Rice	300 gm	
16	Gobi 65	150 gm	
17	Dum Aloo	150 gm	
18	Lady Finger Fry (Bhindi fry)	200 gm	
19	Paneer Pasanda	150 gm	
20	Kaju Masala	150 gm	
21	Chowmein	300gm	
22	MoMos (4pcs Large size)	(4pcs Large	
23	Vegetable Sandwich	01 no	
24	Aloo/Muli/Onion Paratta	01 no	
25	Paneer Paratta	01 no	
26	Paratta	01 no	
27	Roti/Chappati	01 no	
28	Masala Dosa with Sambar/Chutney	01 no	
29	Idli with Sambar/Chutney	04no	
30	Medu or Masala/Vadai (02no)/Cutlet/Bread Aloo Pakoda/Samosa	02 no	
31	Steam cooked Rice	250g	
<b>Non -Vegetarian Extras</b>			
1	Single Omelet– Chicken, Duck	1 no	
2	Egg Masala – Chicken, Duck	2 no	
3	Boiled Egg– Chicken, Duck	1 no	
4	Scrambled Egg– Chicken, Duck	2 no	
5	Cheese Omelet– Chicken	2 no	
6	Egg Roast- Chicken, Duck	2 no	
7	Hyderabadi Chicken	150 gm	
8	Gongura Chicken	150 gm	
9	Chicken 65	150 gm	
10	Chicken Masala	150 gm	
11	Chettinadu Chicken	150 gm	
12	Ginger Chicken	150 gm	
13	Pepper Chicken	150 gm	
14	Chicken Fry	1 no	
15	Chilli Chicken	150 gm	
16	Boneless Chicken	150 gm	
17	Garlic Chicken	150 gm	



18	Chicken Biryani-300 gm Basmati rice+150gm Chicken	As given	
19	Prawn Masala	150 gm	
20	Mutton Biryani	300 gm Basmati	
21	Mutton Kheema	150 gm	
22	Gongura Mutton Masala	150 gm	
23	Mughlai Chicken	150 gm	
24	Egg Roast	2 no	
25	Mutton Stew	150 gm	
26	Chicken Sandwich	01 no	
27	Fish Fry	2 no	
28	Garlic Prawns	150 gm	
29	Egg Biryani	300 gm + 1	
30	Egg Fried Rice	350 gm	
31	Chicken Fried Rice	300 gm rice + 100 gm	
32	Barbeque	¼ (200 gm)	
33	Tandoori	¼ (200 gm)	
34	Alfaam	¼ (200 gm)	
35	Momos	(4pcs Large	
36	Chowmein – Chicken	300gm	
<b>Sweets</b>			
1	Gulab Jamun	50 gm / 2	
2	Rasagulla	50 gm / 2	
3	Basanthi	75 ml	
4	Rasmalai	75 ml	
5	Carrot Halwa	100gm	
6	Jilebi	100gm	

**Rate & Selection of Food Court will be on the basis of “X” -Average of Total Rates as below:**  
“X” INR= Average of (Total Rate/Score for Standard Meals) + (Total Rate/Score for Vegetarian & Non-Vegetarian Extras).

**Place:**

**Signature of the bidder with Name and seal**

**Date:**

**Name**

**Designation**

**Seal**

**Signature of the Bidder**

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## ANNEXURE – III (MENU)

### A: INDICATIVE MIXED NORTH INDIAN MIXED MENU- FOR GIRLS (Opal-GF)

Day	Breakfast	Lunch	Snacks	Dinner
<b>Monday</b>	Idly, Vada, Sambar/vadacurry, Tomato chutney, groundnut chutney, podi, banana, sprout, kozhu, TCM, BBJ	Phulka, rajma dal, rice, avarakai/vendaka sambhar, keerai kootu, rasam, pickle, curd, lemon juice, chips, salad	Pani poori, cooked sprouts, TCM	Chappathi, dal makhani, plain rice, aloo fry, kesari, butter milk, soup, fryums, onion, lemon
<b>Tuesday</b>	Pongal, poha, vada, sambar, chutney, sprouts, kozhu, TCM, BBJ	Chappathi, arhar dal, kadi pokoda, vathal/ poondu kozhambu, rasam, cabbage poriyal, paruppu payasam, water melon juice, papad, Pickle, curd, salad	Veg roll, TCM Cold coffee	Phulka, channa masala, veg pulao, raitha, veg soup, curd rice (fruits), fruits, butter milk, onion and lemon
<b>Wednesday</b>	Podi dosa, sambar, tomato chutney, coconut chutney, banana, kozhu, Sprouts, TCM, BBJ	Phulka, veg curry, rice, mix veg sambar, rasam, vendakka poriyal, pickle, lemon juice, papad, curd, salad	Curd vada/ noodles, TCM, iced tea	Rajma rice, Chettinad chicken, rice, rasam, kovakkai poriyal, gulab jamun, butter milk, soup, onion, lemon
<b>Thursday</b>	Poori, aloo masala/channa masala, Semiya/Rava kitchadi, ragi puttu, banana, kozhu Sprouts, TCM, BBJ	Chappathi, panner butter masala, brinjal roast, rice, murungakka keerai sambar, rasam, pickle, curd, lemon juice, papad salad, semiya payasam	Cutlet/vada pav, TCM, vanilla milkshake	Phulka, daal ry, rice mix veg fry, butter milk, salad, pickle, rose milk
<b>Friday</b>	Plain and onion othappam, sambhar, chutney, sprouts, kozhu, banana, TCM, BBJ.	Phulka, arhar dal, rice, tomato pappu, rasam, grated beetroot poriyal, curd, sathukudi juice, salad, pickle, papad	Valapoo vada/sandwich, chutney, TCM Fruit juice	Methi chappathi, boondi raitha, jheera rice, green peas curry, rice, rasam, fruit, chips, butter milk, soup, onion, lemon
<b>Saturday</b>	Plain/paneer dosa, sambar, chutney, potato dosa, tomato chutney, TCM, BBJ	Chappathi, masoor dal, rice, sambar, grated carrot poriyal, rasam, juice, chips, pickle, curd, salad	Onion /potato samosa, TCM	Chappathi, channa masala, Gobi Manchurian, veg fried rice, chips, butter milk, ice-cream, onion and lemon, soup
<b>Sunday</b>	Aloo/onion paratha, rice puttu, tomato thokku, curd, kozhu, banana, Toast, TCM, BBJ	Phulka, palak panner, veg biriyani, raitha, French fry, butter chicken gravy, rice, curd, pickle, lemon, juice, salad	Papdi chat, TCM	Chilli paratha veg paratha pbm butter milk, sweet, pickle

Bread = white and wheat bread, Salad = carrot, cucumber, tomato, onion, pepper/chilli papad/appalam/gold fingers.

**Signature of the Bidder**

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## **B. INDICATIVE BOYS' FOOD COURT-II MENU (as in Annx IIb)**

### **COMMON FOR ALL MENUS**

1. Plain Bread, Butter, Jam should be served in Breakfast on all days (BBJ).
2. Tea, Coffee and Milk should be served in Breakfast on all days (TCM).
3. Salad, Papad, Pickles should be served in lunch and dinner on all days
4. 1 cup Curd (3% fat undiluted milk) will be served in lunch on all days.
5. Lemon Juice, Salt and Sugar will be served in lunch on all days.
6. Salad should contain Onion, Lemon and green Chilli. Tomoto, Cucumber/Carrot/Cabbage should be added with salad.
7. 1 Banana for six days and 1 seasonal fruit on Wednesday for every breakfast in all messes.
8. Poriyal should be rich in vegetables and should not repeat in the week days.
9. **Menu:** As per Award of Caterer Menu will be allotted.
  - a. Varieties of Jam and Pickles should be served on all days.
  - b. Egg to be served at extra cost on all days.

### **ANNEXURE – IV:**

#### **List of Equipments, Vessels, Furniture, Electrical Fittings, Fixtures, Water Pipes& Taps etc Provided by NITTH (Mess-wise)**

S No	DESCRIPTION	Opal GF	Food Court-Boys
<b>A.</b>	<b><u>KITCHEN EQUIPMENTS:</u></b>		
1	Gas Range With two Burners	02	01
2	Gas Range with one Burner	01	03
3	Briyani Burner		01
4	Grinder	02	
5	Idly gas plant with Trays	03	
6	Atta Dough kneader	01	01
7	Deep Freezer	01	01
8	Potato Peeler	01	
9	Warmer set each 5 trays with lid	02	01
10	Plate Rack Silver	01	01
11	SS Rack (Masala/Vegetable Rack)		01
12	Pest O Flash	05	04
13	Vegetable Cutting Machine	01	
14	Water Cooler	01	02
15	Tilting Grinder		01
16	Dosa Tava	02	
17	Dosa Tava with Burner		01
18	Weight Machine	01	
<b>B.</b>	<b><u>KITCHEN VESSELS:</u></b>		
1	Aluminum dabara with Lid (Big) 40 padi	06	01
2	Aluminum dabara with Lid (Big) 30 padi	04	02
3	Alumnm dabara withLid (Medium)15 padi	04	
4	Aluminum dabara with Lid (Small) 10 padi	03	
5	SS Basin all size	13	06
6	SS Water Jug (Big and Small)	14	06
7	Iron Padi (1 Litre)	02	
8	SS Trali	01	





9	Aluminum padi (measure)	01	
10	SS Meals Plate	596	220
11	SS Spoon	382	
12	SS Sambar Bucket	30	
13	SS Curd Cup	230	200
14	SS Coffee filter (5 Litre)	02	
15	SS Tea tumbler	216	101
16	SS Water Tumbler	95	220
17	Coffee Strainer	02	
18	Sambar handle	28	
19	Iron Kadai ( Big)	01	
20	Iron Kadai ( Medium & Small)	03	
21	Iron Thudoppu	02	
22	SS Puli Vadikatti	01	
23	SS Kutthu Adukku	03	
24	SS Arai Adukku	07	
25	Iron Dosai Thiruppi all size	05	
26	Dosa cup	03	
27	SS Snacks plate	282	80
28	SS Vali		01
29	SS karandi	05	05
30	SS Annakai	01	
31	MS Oil Kadai Dia 24"		01
<b>C.</b>	<b><u>FURNITURE, ELECTRICAL FITTINGS, WATER PIPES &amp; TAPS:</u></b>		
1	Tube Light with Fittings	89	30
2	Fans	36	53
3	Dining Table	04	12
4	Dining Table with Stool	29	31
5	Exhaust Fan	03	10
6	Steel Bench Big		01
7	Steel Bench Small		11
8	Wash basin Light		03
9	Wash basin tap	29	24
10	Wash basin switch board	19	04
11	Dining hall switch board	24	38
12	Kitchen Tap	23	05
13	Bathroom & latrin Tap		03
14	Kitchen Switch board		23
15	Dining Hall (LED Light)		33
16	Dining Hall (CFL Bulb)		12
17	Wash basin set (Single)	01	01
18	Wash basin Large size (Thotti)	04	
19	Wash basin Small size (Thotti)	04	
20	TV with Stabilizer and Dish (Set)	01	02
21	Steel Cot		01

**Note:**

Dining Hall with Table, Chairs & TV will be provided by the NITTH for each Mess.

**Food Courts will not be provided with any of above Equipments/Items.**

**Signature of the Bidder**

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### **ANNEXURE -V: Select Branded Food Items to be used**

<b>Name of the ingredient</b>	<b>Brands Permitted to be used for Cooking</b>
1. RICE	Par boiled rice – Tamil Nadu Ponni Kerala - Palakkadan Matta Double Horse or Pavizham
2. ATTA/ WHEAT	Aashirvad/ Pillsbury/ Annapurna
3. MAIDA	Rockfort/ Naga
4. SALT	Tata / Anna Purna/ Nature Fresh/ Kristal for all purposes
5. BUTTER	Amul/ Aavin
6. JAM	Kissan / Fruitoman Jam
7. OIL	Sundrop, Nature Fresh, Godrej, Saffola, Gold winner, Mr. Gold, Rice bran oil, Kera Fed Coconut Oil
8. ICE CREAM	Arun/Amul/ Kwaliti walls (in different flavours)
9. MILK	Aavin milk alone should be used for all purposes (higher fat content)
10. TEA	Brook Bond, Lipton, Tata, Chakra Gold
11. COFFEE	Nescafe/ Bru/ Green label
12. KETCHUP	Maggi/ Kissan
13. GHEE	Aavin
14. PICKLE	Priya/ Mothers /Ruchi/ Sakthi/ Aachi/Eastern
15. BREAD	Any Standard Brand
16. CHIPS	Potato
17. DAL	Good quality, clean, fresh and stone/ dust free any standard Brand
18. PAPAD	Large size
19. CHICKEN	Suguna, Vendrop, Godrej (any good quality of chicken)
20. CURD	Aavin Milk (3% Fat undiluted milk)

(This annexure should be attached with Technical Bid with signature and seal of the bidder)



**ANNEXURE –VI:**  
**Model Feedback Form to be collected from Student Diners for Performance Evaluation of Caterers**

a) As per Section J serial Number 26, monthly bill amount will be disbursed based on monthly Performance Review by Students based on following besides Penalties by HAC/Mess Squad.

S. No.	Questionnaire	Score (Each Criteria shall have a Maximum of 05 Marks)
1.	Quality of Raw Materials, Vegetables etc.	
2.	Quality& Quantity (I of Food Served	
3.	Cleanliness and Hygiene	
4.	Catering Service	
5.	Punctuality	
<b>Total</b>		
<b>Average Score for S. No 1 to 5</b>		

**Scale:** 5-Very Good; 4-Good; 3-Average; 2-Bad; 1-Very Bad. **Maxm Marks** (for all above): **25**  
**Average Feedback Score =Total Score by Feed back giving Students/No of Students**

Based on the Average Score obtained in Students Feedback as above, following deductions shall be done in the 25% of the monthly bill amount to be settled to the Caterers.

S. No.	Average Score	Deductions from the 25% of the monthly bill amount
1.	20 – 25 (80-100% Satisfaction)	Nil
2.	15 – 19 (60-76% Satisfaction)	20 %
3.	10 – 14 (71.4-56% Satisfaction)	40%
4.	Below 10	60%

- The Score calculation is based on the weighted Average of Mess Committee Score (20%) and assessment of 20 randomly chosen diners of the respective mess (80%)
- These two scoring process are carried independently preferably between 25<sup>th</sup> and 30<sup>th</sup> of the respective month or as may be decided by the Licensor.
- Final score and the deduction based on the final score will be recommended as per the existing procedure by 3<sup>rd</sup> of the subsequent month.

I/ We agree to the above terms and conditions.

**Place:**

**Signature of the bidder with Name and seal**

**Date:**

**Name**

**Designation**

**Seal**

**Signature of the Bidder**



## ANNEXURE VI B

### **General Format for Performance certification to be obtained from Clients in respect of Ongoing Contracts: (To be provided in separate sealed envelope titled confidential)**

Name of the client Organization:

Address:

Name and Designation of the Official furnishing this certification:

Contact Number and Mail ID of the official furnishing this certification:

Period of the Contract and Number of dinners:

Daily Rate (Per Dinner Per day rate):

Is the menu provided Vegetarian or Non-Vegetarian:

Please tick numerical–five marks being the maximum score

		1	2	3	4	5	Remarks/ Justification
1.	Is the service of the catering contractor is prompt/ punctual and as required by the Administration?						
2.	Are the kitchen workers are skillful and well mannered to the students/ dinners?						
3.	Is Compliance to Statutory obligations such as PF, ESI remittance by catering contract, prompt?						
4.	Were there any removals of any of the kitchen / mess staff on the ground of indiscipline, negligence, criminal charges, mishap etc.,						
5.	Quality of food served						
6.	Quantity of food served						
7.	Any record of accidents/ mishap						
8.	Health, hygiene and proper cleanliness and any service disruption						
9.	Any complaints from students / dinners regarding poor service						
10	Whether the staff / Manager is proficient in their respective work						
11	Total Marks scored by the caterer						

Do you recommend this Caterer to our Institution :

Signature:

Name:

Designation:

Seal of the organization:

**Signature of the Bidder**

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## ANNEXURE - VII

### CONTRACT AGREEMENT

THIS DEED OF AGREEMENT is made on the day of \_\_\_\_\_ between the Chief Warden, Hostel Administration Committee, National Institute of Technology-Trichy Hostels, Tiruchirapalli – 620 015, hereinafter referred to as the “LICENSOR” which expression shall wherever the context so admits or permits, mean and include its executors, administrators, successors-in-interest and assigns, as ONE PART and (name & address), aged about \_\_\_\_\_ years hereinafter referred to as the “CATERER”, which expression shall wherever the context so admits or permits, mean and include their heirs, executors, administrators, legal representative and assigns, as OTHER PART.

Whereas the Licensor acts as a facilitator to provide various facilities to the students (300–700) dining in “NITTH Messes” with various Indian/Continental Menu (North/South Indian/Veg/Non Veg/ Andhra/ Kerala Menu etc) And, Whereas the Licensor invited tender on \_\_\_\_\_ for outsourcing of catering facilities, at the messes, whereas the Caterer had submitted their tenders on \_\_\_\_\_. The Tender evaluation committee of the Licensor had finalized tender and held discussions with the Caterer subsequently. Whereas the Licensor scrutinized their quotation and negotiated on various terms and conditions and appointed the Caterer to provide catering services for a period of two years from \_\_\_\_\_ to \_\_\_\_\_. The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. The Caterer shall prepare the food at Mess and serve in the Students Dining Halls of NITTH Messes.
2. The scope of services to be provided by the Caterer shall be as under;
  - a. Procurement and storage of branded/ standard quality ingredients required for preparation of food items.
  - b. Deployment of requisite number of Mess Managers, Supervisors, Cooks, Servers, Cleaners, Helpers etc. for preparing and serving of food and should get proper license Labour Law from Trichy zone.
  - c. Preparation and Serving of hot beverages (coffee, tea, milk), Breakfast, Lunch, evening Snacks, Dinner etc. as per the menu prescribed in **Annexure – III/Iib (Refer tender document)** for Boys & Girls and as per the modification to be made by the Licensor from time to time.
  - d. Preparation of Special meals for any important guests as per the menu and rates prescribed by the Licensor.
  - e. Any other catering services as may be intimated by the Licensor/authorized representatives from time to time.
  - f. Basic Menu is Unlimited. However, the special items such as fried vegetable items, chips, curd, sweets, fruits, special vegetarian/ non-vegetarian etc, are limited.
  - g. Special Vegetarian/Non vegetarian Items are to be made available as Mess Extras at rates mentioned in **Annx– II (b). Items in Annx- II (b) shall be available to Food Courts Diners. (Refer tender document).**
  - h. All other services as mentioned in Section B of the tender.



3. That the Licensor shall provide to Messes, **Kitchen Equipments, Vessels & Furniture/Electrical fittings**, water Pipes & Taps etc as in **Annexure IV (a), (b), (c)**. No such Items will be supplied to Food Courts. Where the Caterer is in need of additional things over & above said Annexure of this agreement, the Caterer shall buy them at his cost. It is the responsibility of the Caterer to keep said things supplied by the Licensor in good condition throughout the currency of the agreement by carrying out the repairs & maintenance, if required, at the risk and costs of the Caterer. Things supplied by the Licensor shall have to be returned in good condition, subject to the allowable wear & tear, to the Licensor at the time of closure/termination of this agreement. Any shortage or damage/breakage or loss/ theft to said things, shall have to be set right/replenished by the Caterer.
4. The caterer shall be required to furnish an interest free Security Deposit of INR **15,00,000 (Rupees fifteen lakh only)** as detailed in **Section F** of the Tender document. Caterer failing to honour any of their commitments under the agreement or in respect of any amount due from Caterer to the Institute-appropriate amount will be deducted from the security deposit. The guarantee amount shall be payable without demand to the Institute and without any condition whatsoever. **Said security deposit** which shall be refunded after the expiry of agreement or termination of contract and after adjusting applicable deductions, if any.
5. That the Caterer shall give utmost attention to provide wholesome quality dishes and render Good/acceptable services, besides maintaining punctuality and hygiene in services, which is of paramount importance. Caterer shall ensure quality/hygiene food and provide satisfactory/acceptable services without giving any room for complaint from diners.
6. That the Caterer shall provide **catering services as per the Menu and at the Timings as in Section-I or advised by the Licensor** from time to time which is at the sole discretion of the Licensor.
  - a. That the Caterer shall prepare food items in a hygienic atmosphere. Qualified & trained staff shall be available to supervise cooking, serving, dish washing and general housekeeping. The Licensor reserves the right of inspection relating to quality and service at any given point of time who shall also be sole judge about the dining services. The Licensor also reserves the right to **appoint a Committee/Squad** comprising of Students, Officers, Faculty, Wardens & Staff. Wardens and Faculty to inspect the quality of materials used for cooking, quality of food prepared and served, the cleanliness of mess and its surroundings. In the event of the quality of food served being poor or not adhering to contractual conditions, the committee shall be free to impose penalty as deemed fit on the Caterer and as per penalty clause detailed in **Penalty Section I (31)**. Such penalty shall be adjusted against the 75% payments due to the Caterer. Licensor reserves the right to send the food samples to the Govt. approved food testing laboratories for conducting Microbiological tests.
  - b. That the Mess Caterer shall provide catering services as per the basic daily menu (Breakfast, Lunch, evening snacks, tea/coffee and Dinner) to be served by the caterer as per **Annexure-III (Refer Tender document)**. For Food Court, Menu will be as per **Annx-IIb**. The Licensor reserves the right to modify the menu and revise the same at its discretion in consultation with the Caterer to suit the availability of seasonal vegetables and their market supply. That the Licensor reserves the right to **direct the caterer to switch over from one menu** to other menu or one catering premises to other catering premises without assigning any reason during currency of the contract.



- c. That the Caterer shall be responsible for the arrangements of **gas refills at his costs/liability**.
7. The Licensor shall provide electricity and water which should be used judiciously. In case of unavoidable disruption in water supplies such as pipe line breakage and problems related to pumping of water in pumping station etc., the Caterer has to make his/her own arrangements at his/her cost for availability of water. That the Caterer shall pay a nominal license fee of Rs.5,000/-per month, maintenance charges Rs.25,000/- and overhead charges Rs.5000/-per month per mess for the premises. Electricity charges for kitchen, store room, rest room, dining area and the wash area shall be paid by the Caterer as per meter readings at TNEB commercial tariff. Water charges shall be paid as per water meter readings.
  8. The Caterer shall engage sufficient number of competent & experienced Employees (i.e. Mess Managers knowing English/Hindi, Supervisors, Cooks knowing multi-cuisine, Servers, Cleaners, Helpers etc.) for running the Dining Hall services. Manager and Mess supervisor must be available in the mess running time. Expenses on account of payment of Salary/ Wages/ Food/ Uniform / Personal Protective Equipment and other benefits including statutory payments like PF, ESI / Group Insurance coverage, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Caterer shall be borne by the Caterer himself and not by HAC. The Caterer shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time.
  9. The Caterer shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments. It is agreed that there is no employer-employee relationship between the Licensor and the Caterers' employees in anyway, whatsoever and the Caterer has to carry out their business as an independent Caterer. M/s \_\_\_\_\_ shall be an independent entity and not employee of the Licensor. The employees employed by M/s \_\_\_\_\_ shall be solely responsible for the acts of commission or omission of its employees.
  10. It is the Caterers' sole responsibility to comply with various statutory and non- statutory obligations such as Labour License (under Contract Labour Regulation and Abolition Act, 1970 and Prohibition of Child Labour Act 1996) and shall produce the same for verification and record within a fortnight from the date of signing this contract failing which the contract is liable to be terminated. The other statutory obligations arising from Prevention of Food Adulteration Act, Public Health Act, Payment of Minimum Wages Act, Workman Compensation Act, Employees Provident Fund Act, Employees State Insurance Corporation Act, Services Tax Act, Payment of Bonus Act, Tamil Nadu Industrial Establishment, (National Festival Holidays) Act 1958 and the Rules framed thereunder or any other Laws and Rules as may be applicable from time to time etc., have to be fully complied with and furnish proof for such compliance to the Licensor every month or at such intervals as may be called upon by the Licensor. The compliance with the stated statutory obligations falls within the scope of the Caterer. The meeting of all statutory and non-statutory benefits/obligations shall be the scope of the Caterer and the Licensor is indemnified from any action being brought against the Licensor for non-compliance by the Caterer. The caterer should submit Mess employees PF and other statutory payment copies along with next month mess bill.



11. Staff strength in each category of Mess workers viz. Mess Manager, Supervisors, Cooks, Asst. Cooks, Servers, Helpers, Cleaners etc. deployed by the caterer should be optimum and finalized in consultation with NITTH/HAC (Section-I); HAC reserves right to order additional staff if services are found inadequate. For additional strength of students in any dining hall, minimum staff has to be increased proportionately. Mobile phone numbers of Manager & Supervisors should be displayed in dining hall. Copy of said list also should also be furnished to the Licensor.
- a. The employees of the **Caterer cannot reside in the place of work** except to the extent necessary for their duty in respect of the functioning of the dining facility. Necessary permission in writing should be obtained by the Caterer for overnight stay of its employees in the mess.
12. That the caterer shall issue uniforms for all the staff employed by him and shall provide an identification badge embossing name of such staff. The cost of providing uniforms dress and laundry charges for the same shall be within the responsibility and scope of work of the Caterer.
- a. The Caterer shall employ such personnel who are **medically fit** and above the age of 18 only. The licensor has the right to direct the Caterer to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- The Caterer should ensure that the employees are free from communicable diseases. **Medical certificates** to this effect should be available for inspection by the authorities. If any mess workers are found medically unfit, he/she may not be given permission to continue his/her duties and mess contractor has to replace him/her immediately without fail. Medically unfit workers shall not be engaged by the caterer. The Licensor will not be liable for any medical attention, injury / loss of life of the persons engaged by the Caterer in the preparation, transportation of the food items. The Caterer shall be responsible for providing at his own expense for all precautions to prevent such loss or damage. A suitable insurance coverage for the staff of caterer shall be arranged by the Caterer at their cost towards compensation of any loss to their workmen as per legal provisions.
- b. The Caterer is required to maintain **details of all his/her employees**. The name of the employee/mess worker, age, designation, nature of work performed and their photographs shall be submitted to the Licensor in the prescribed format. In Girls Mess (Opal), **no male workers** should be employed for serving purpose. The caterer shall not employ any mess worker whose track record is not good. He should not have involved in any crime / offence / **police case**/previous history of misbehaving with the diners. Storage/consumption of any alcoholic drink/liquor by the worker is strictly prohibited. Smoking/consuming tobacco etc., are also prohibited in hostel/mess premises.
- c. The Caterer shall be responsible for the **proper conduct and behavior of the employees** engaged. The Caterer along with his/her workers has to behave politely with the diners. If it is found that any worker has misbehaved with any of the diners/hostel staff, he/she has to take remedial action as suggested by the licensor. The Caterer shall not employ any mess worker whose track record is not good. He should not have involved in any crime / offence / police case / previous history of misbehaving with the diners.
- d. The Caterer's employees shall maintain good discipline and relationship within the Licensor's campus. In the event of any complaint or commission of an act of misconduct by the employees of the Caterer, the Caterer shall take prompt action, including removing the said employee from the





dining facility. The Caterer shall deal with all disputes relating to their employees without involving the Licensor. Any act by the Caterer or its employees bringing disrepute to the Licensor shall warrant for automatic cancellation of the contract. The decision of the Licensor in this regard is final and binding on the Caterer.

e. That any employee deployed by the Caterer in the premises becomes liable for **suspension or dismissal** by the Licensor due to his actions, disobedience or misconduct, the caterer shall accept the decision of the Licensor as final and shall abide by such decision. In such an event, the Licensor 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 Licensor's authorities indemnified.

f. Liability / responsibility in case of any accident causing injury / death to mess worker/s or any of his staff shall solely belong to the Caterer. The Licensor shall not be responsible by any means in such cases. The Caterer shall be responsible for providing, at his own expense, for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

13. That the Caterer shall be responsible for **housekeeping, cleanliness and hygienic maintenance** of the dining hall, including serving with gloves, washing and cleaning of kitchen area on daily basis. The Caterer is also responsible for proper disposal of all waste without bringing any environmental hazards. The Caterer is responsible for maintaining the cleanliness of the surrounding of the fencing area around the mess. The mess utensils are to be cleaned with warm water, detergent powder/soap of approved quality after every meal otherwise penalty clause will apply.

14. That the Caterer shall be responsible in case of **incidences of food poisoning** and shall bear the complete expenditure arise out of any medical treatment of the hostel inmates. In addition, penalty may be imposed on the caterer as decided by the HAC / NITT for such incidences. Since the services include food and eatable, the provisions of Prevention of Food Adulteration Act, 1954 are binding on the Caterer.

15. During vacation, messes will remain closed. However, if there are students staying back, the Caterer shall provide service to students staying in the hostel. During vacation time if the students strength fall below a certain number, the rate at which the catering services to be provided to the students will be decided jointly. The Licensor will give prior information on the actual strength during vacation. A vacation mess shall be provided by the Caterer. However, the right to award the contract for the vacation mess lies with the Licensor who shall decide the Caterer for the vacation period.

16. During regular working days if any students is absent for more than 2 days in a billing cycle either on official assignment or under medical grounds he will be eligible for reduction @ "N-2" where "N" is the number of days the students is absent.

17. The Caterer shall provide food as per the recommendations of the medical officer to the Sick Students during his / her sickness period and no extra charge will be paid for the same. Subject to the prescription of the medical officer sick students shall be provided with kanji/bread/milk as per requirement.



18. The food, raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, Hygienic and edible. **No cooked food shall be stored / preserved after meals.** All perishable items like milk, bread, vegetables, chicken etc. have to be procured on daily basis. Not following Licensor's suggestions/instruction in such matters shall be considered as violation of terms and conditions of agreement and shall invite penalty for the same. The Caterer shall use only branded and best quality raw materials for preparing the food. List of Brands or products given by the Licensor in **Annexure V (Refer tender document)** have to be strictly followed. Vegetables used should be fresh and of good quality. Rice of good quality, well cleaned, de-stoned should be used. Standard brand Toor/ Urad Daal / Pulses/ Grams/ Spices are only to be used for cooking. The caterer should procure the required provisions from standard shops. **Milk should be of Aavin brand.** Rice should be cooked properly. Chapatti should be baked properly and it should be soft. For preparation of curry (i.e., Sabji) each day, the vegetables must be changed. Potatoes mixed with vegetables should not exceed 20%. Fruit served should be of good quality.
19. The Caterer or the manager representing on his behalf is required to remain present in the mess when the food is served.
20. The committee consisting of students, faculty, Officers & staff will check all materials brought to the mess, cooking, serving, Cleaning & waste disposals. In the event of the quality of food served being poor or not adhering to contractual conditions, the Licensor will be free to impose penalty as deemed fit on the Caterer and as per penalty clause.
- a. The daily rate for the Common Menu from \_\_\_\_\_ to \_\_\_\_\_ will be INR \_\_\_\_ inclusive of all taxes for the Messes. For Food Courts, Rate shall be that of actual dined items by Diners. The rate finalized and agreed upon by the caterer shall remain unchanged for the agreement period. Monthly payment to the caterer will be made by the HAC after submission of actual mess bill with statements, taxes paid for the said period, proof towards payment of statutory obligations like Wages, ESI and EPF etc to the employees through the Bank. That the caterer shall be paid with an **all-inclusive daily rate of Rs. \_\_\_\_\_ INR (Rupees \_\_\_\_\_) per day per student in respect of all Mess Diners and Maximum Monthly Payable amount for Food Courts Diners (Annexure II a& b).** The rate at which the caterer is paid is for the basic menu & extra items are as given in **Annexure III (a to l of Tender document).** The daily rate includes fuel cost, procurement cost of rice/ provisions/ vegetables/ milk and all other ingredients of good quality. Further the rate shall be inclusive of loading and unloading, transportation, storage at dining hall premises, all statutory duties, levies, and taxes including Service Tax for which no additional cost is payable or reimbursable by the Licensor. The Caterer shall also furnish a certificate in every Mess bill to the effect of stating that amount claimed is inclusive of GST, levies etc and dispute, if any arises on that score, will be settled amicably between the Caterer and the GST/Authorities concerned without involving the Licensor as a party to the dispute. During the currency of the contract if there are any revision in any of the statutory levies then it is the responsibility of the Caterer to adhere to the new regulations without approaching the Licensor for revision of rates. Further, rates for basic menu & extra items for Mess and Food Courts shall remain firm for this contract period of One years. No escalation of price whatsoever would be allowed during the pendency of the contract. The guests and visitors shall be charged at mutually agreed rate.



- b. The Caterer shall submit the mess **bill every month on or before 5<sup>th</sup>** of subsequent month. Upon the submission of the said bill, 75% of the net amount i.e., after deducting the amount towards rent, electricity, water charges and TDS etc., will be paid within fifteen days from the date of receipt of the mess bill. The remaining 25% of the monthly bill amount will be disbursed based on the evaluation (**Annexure VI**) by the student dinners and Hostel Administration Committee. The Hostel Administration will not provide any advance for any reason whatsoever. In the event of delay of payment due to any query, objection or dispute with regard to any bill or a part thereof, the caterer shall not be entitled to any interest.
- c. The Licensor reserves the right to carry out **Post-payment Audit of final bills** including all supporting vouchers, abstracts etc. and enforce recovery of any sum becoming due as a result thereof. However no such recovery shall be enforced after three years of passing of the final bill.
- d. It is the prerogative of the Licensor to **allow students to change mess at month end for subsequent month the beginning of every month** based on student's option which may be exercised either only by online or manual procedure. Initially 300-700 students are proposed to be allotted to every caterer. Minimum strength of 300 and maximum of 700 will be maintained by each caterer and maximum strength can be increased if caterers performance is found to be satisfactory as assessed by students feedback. Thus switch over of students from one caterer to another caterer of their choice, every month is to be implemented. If any caterer is left with the minimum strength 300 students consecutively for three months (200No only for Pure Vegetarian Mess/Girls Food Court), their contract will be terminated automatically and his strength will be re-allotted to the another caterer who performs satisfactorily.

21. **PENALTY CLAUSE:**

Failure to supply food in terms of quality, quantity and as per the menu indicated in **Annexure Iib & III** will attract penalty. For not adhering to contractual term & conditions, the HAC/NITTH shall be free to impose penalty as deemed fit on the caterer. Penalty imposed shall be adjusted against payment due to the caterer. **PENALTIES are specified in Section-I (31).**

22. It will be the sole responsibility of the Caterer alone to execute the entire contract on his own. The Caterer shall not assign / transfer the contract to any other person or persons and shall not sublet/ assign any of the services to the other parties.
23. **No amendment of any portion of this agreement** shall be valid or binding upon the parties thereto unless the same is approved in writing by the authorized representative of each of the parties.
24. The Licensor reserves the right to review and modify the terms and conditions based on necessity with the consent of the Caterer.
25. **Period of the Contract:** The selected contractors shall provide catering service for a period of one year as per terms & conditions in **Section-I**. The contract may be extended for further period **on year to year basis** not exceeding two years subject to the satisfactory performance, on the existing or mutually agreed to terms & conditions.



26. **Termination of Contract:** Notwithstanding anything contained in the terms and conditions, the HAC/ NITTH shall be at liberty to **terminate the contract** by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. However, the caterer may terminate his/her contract by giving 60 days clear notice ending with the expiry of the month of contract. In this case he/she will be debarred for participating in further mess tender process of NITT Hostels for 3 years. Subsequent to his/her termination notice 50% of the one month rent will be charged / deducted from the caterer and penalty of Minimum of Rs.20,000/- and maximum of Rs.1 lakh (including the cost of re-tendering) will be levied from his/her security deposit.
- That if the caterer fails to operate the contact or comply with any of the contractual obligations, HAC/ NITTH reserve the right to get the same done by another agency at the caterer's cost and risk apart from recovery of a penalty.
27. **Damage, loss and injury to Students/ Property:** The Caterer shall at his own expense reinstate and make good to the satisfaction of the Licensor for any injury, loss or damage occurred to any property of the Institution, Students, Staff/ Employees/ Workers of the Institution, the injury loss or damage arising out of or in any way in connection with the execution or purported execution under the contract.
28. The Caterer shall at his own expense reinstate and make good to the satisfaction of the Licensor for any injury, **loss or damage occurred to any property of the Institution, Students, Staff/ Employees/ Workers of the Institution**, the injury loss or damage arising out of or in any way in connection with the execution or purported execution under the contract.
29. In case the Licensor be held liable for any loss, damage or compensation to third parties arising by the Caterer, such loss, damage or compensation shall be paid by the Caterer to the Licensor together with the costs incurred by the Licensor on any legal proceedings pertaining thereto otherwise, NITTH/HAC will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the agency.
30. The Contractors shall **maintain all registers and records** in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Licensor from the consequences due to any inaccurate or faulty documentation on the part of the Caterer.
31. The contractor shall maintain a **suggestion book** for recording of suggestions for improvement by the student. Such suggestions as have the approval of the committee should be forthwith acted upon. The suggestion book should be kept open for inspection of the Committee members, students, wardens etc.
- a. All Necessary personal safety equipments as considered adequate shall be made available by the caterer for use by personnel employed on the site and maintained in a condition suitable for immediate use. The caterer shall take adequate steps to ensure proper use of equipment by those concerned. Special emphasis will be laid on **fire safety norms** and proper operation of electrical gadgets/ instruments and fire-fighting equipment etc. placed at the disposal of the hostel mess. The caterer shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurred. Liability/responsibility in case of any fire accident or any other accident causing injury/death to mess workers / inmates or any of his staff shall be of the caterer. The HAC or NITTH shall not be responsible in any means in such cases.



- b. The Caterer shall not undertake **any alteration/addition in the premises** under any circumstances. The Caterer must take prior permission from the Licensor before making any modifications to the facilities existing on the date of handing over in the dining halls and kitchen or any place at the Licensor’s campus.
- c. That it is agreed between the parties that no interest whatsoever in premises has been assigned by the HAC/NITTH to the contractor and the **possession of the premises will always that of the HAC/NITTH**, even when the premises are in use or occupation of the caterer.
- d. HAC/NITTH reserves the right to review, modify, alter, add and delete any of the terms and conditions of the contract.

32. **Force Majeure Clause:** In the event of *force majeure*, either party to the agreement will be absolved of its responsibilities under this agreement subject to the condition that prevalence of such force majeure condition shall be brought to the notice of the other party within 24 hours of occurrence. Where the force majeure eventuality continues to prevail for a period of more than one week from the date of occurrence, the parties will consult each other and come to a decision about the continuation of the agreement.

33. **Jurisdiction:** In the event of the disputes, differences, claims and question arising between the parties hereto arising of this contract or anyway relating to any terms, conditions or provisions herein mentioned or validity, interpretation, thereof or otherwise in relation hereto, all such dispute claims or question shall be referred to SOLE ARBITRATOR appointed by the Licensor. Such arbitration shall be held in accordance with the provision of Arbitration and Conciliation Act 1996, or re-enactment thereof for the time being in force and arbitration proceedings shall be held at Tiruchirappalli. All legal disputes shall be subject to the jurisdiction of courts at Tiruchirappalli.

34. **Signing of contract:** Each contract document shall be signed by the Caterer with his usual signature. Contracts by a company shall be signed with name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that persons signing the contract documents on behalf of the company is duly authorized to do so, shall accompany the contract.

Apart from the above, all the terms and conditions detailed in the tender and the tender shall be deemed to the part of this contract agreement.

SIGNATURE OF LICENSOR

Seal:

Date:

Witness with Signature & Address

1.

2.

SIGNATURE OF CATERER

Seal:

Date:

Witness with Signature & Address

1.

2.

**ANNEXURE FORMING PART OF THE AGREEMENT/CONTRACT:**  
TENDER, INTEGRITY PACT & AGREEMENT



## **ANNEXURE - VIII**

### **Integrity Pact**

To:  
The Chief Warden,  
Hostel Administration Committee (HAC),  
National Institute of Technology- Tiruchirappalli Hostels (NITTH),  
Thanjavur Main Road,  
Trichy – 620 015.

#### **Sub: Submission of Bid for the Work of “Catering Services” at NITTH.**

Dear Sir,

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

I/We agree that Notice Inviting Tender (HAC/NITTH) 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 HAC/NITTH. 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 by HAC/NITTH, Tiruchirappalli. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 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, HAC/NITTH Tiruchirappalli 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 Bidder)



**To be signed by the Bidder and Same signatory competent/authorized to sign the relevant Contract on behalf of HAC/National Institute of Technology Hostels, Trichy.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at Trichy on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**BETWEEN**

HAC/National Institute of Technology Hostels, Trichy represented through the Chief Warden (hereinafter referred as the 'Principal/Owner' which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

\_\_\_\_\_ (Name and Address of the Individual/firm/company-details of duly authorized signatory) through \_\_\_\_\_ (hereinafter referred to as the "Bidder/Contractor" which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (No. \_\_\_\_\_) (hereinafter referred to as "Tender/Bid") and intends to award, contract for \_\_\_\_\_ (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s) and Contractor (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the Parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner:**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender or the execution of the Contract, demand, take a promise for or accept, for self or this person, any material or immaterial benefit which the person is not legally entitled to.



- b) The Principal/Owner will, during the Tender process, treat all Bidder (s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder (s) same information and will not provide to any Bidder (s) confidential/additional information through which the Bidder (s) could obtain an advantage in relation to the Tender Process or the Contract execution.
  - c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### **Article 2: Commitment of the Bidder (s)/Contractor (s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the Government/Institute all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder (s)/Contractor (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
  - a) The Bidder (s)/Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the tender process or during the execution of the Contract.
  - b) The Bidder (s)/Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - b) The Bidder (s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly (for the purpose of competition or personal gain), or pass on to others any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.





- c) The Bidder (s)/Contractor (s) of foreign origin shall disclose names and address of agents/representatives in India, if any. Similarly Bidder (s)/Contractor (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - d) The Bidder (s)/Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder (s)/Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 4) The Bidder (s)/Contractor (s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.**
  - 5) The Bidder (s)/Contractor (s) will not, directly or through any other person or firm use Corrective Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder (s)/Contractor (s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder (s)/Contractor (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder (s)/Contractor (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**



- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder (s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3 (1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal Code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in its regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:**

- 1) The Bidder (s)/Contractor (s) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation (s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-bidders.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the Bidder along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact:**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Bidder 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of



this Pact as specified above unless it is discharged/determined by the Competent Authority, HAC/NITTH Trichy.

**Article 7: Previous Transgression:**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Institute i.e. Tiruchirappalli of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this pact turns 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.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will also subsists and has precedence besides Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

**WITNESSES:**

1. .... (Signature, Name and Address)

2. .... (Signature, Name and Address)

Place:

Dated:



**Hostel Administration Committee,  
National Institute of Technology, Tiruchirappalli – 620 015  
Tender for Catering Services – NITT Hostels  
Tender No: NITT/Hostels/HAC/Tender/2018-19/002**

dt.17.11.18

Chief Warden, HAC/NITTH invites sealed Tenders/Offer/Bids from interested Firms fulfilling criteria given in Tender document for Providing Catering Services in various NITT Hostels. Pre bid meeting is on 26.11.2018 at 11.00 AM. Last date for receipt of bids is 14.12.2018 at 3.00PM. For details, please visit web site [www.nitt.edu](http://www.nitt.edu).

**CHIEF WARDEN**