

**Notice Inviting Tender  
for  
Catering and Mess Services at IMI New Delhi**

<b>Tender No</b>	<b>IMID/ Tender-Catering and Mess Service/2018</b>
Last Date for Submission / Receipt of completed Tender	Up to 15:00 hrs. on 26 <sup>th</sup> March, 2018 in office of "The Registrar, IMI New Delhi, B-10 Qutab Institutional Area, Tara Crescent, New Delhi 110016
Date of Pre-Bid Meeting	11:00 hrs. on 19 <sup>th</sup> March, 2018 for clarifications of queries, if any at above mentioned address

Registrar

International Management Institute  
B-10 Qutab Institutional Area, Tara  
Crescent, New Delhi 110016  
Phone:011-47194100 , Fax: 011-46012729  
Website:www.imi.edu

**Notice Inviting Tender and Schedule of Events**

Sealed Tenders are invited under two bid system (Technical Bid and Financial Bid) from reputed, experienced and financially sound parties for the following work:

Name of the Work	Catering and Mess Services at IMI New Delhi will consist: 1. Catering and Mess Services for Student. 2. Catering and Mess Service for Faculty & Staff. 3. Running of Cafeteria. 4. Catering and Mess on special occasions. 5. Outdoor Catering.
Tender No.	<b>Tender No. : IMID/ Tender-Catering and Mess Services/2018:</b>
EMD	<b>Rs. 10, 00,000/- (Rupees Ten Lakh Only)</b> by demand draft/ BG/ FD in favour of International Management Institute payable at Delhi
Estimated Volume of Business	<b>Rs. 4.0 Crore (Rupees four crore only) per annum.</b>
Contract Period	The period of contract will be for <b>two years</b> with a built-in scheme for review of the performance at the end of first year. The contract may be extended by another one year on the basis of satisfactory performance.
Issue of Tender	The Tender document can be downloaded from the Institute's website - <a href="http://www.imi.edu">www.imi.edu</a> . Please keep visiting our website for any corrigendum /amendments and submit the bid documents accordingly.
Pre-Bid Meeting	11:00 hrs. on 19 <sup>th</sup> March, 2018 for clarifications of queries, if any at the office of The Registrar, International Management Institute, New Delhi 110016
Submission / Receipt of Tender	Up to 15:00 hrs. on 26 <sup>th</sup> March, 2018 in office of "The Registrar, International Management Institute, New Delhi 110016
Opening of Tender	<b>Part - A - Technical Bid</b> The Technical Tender documents shall be examined by a Tender Evaluation Committee from 26 <sup>th</sup> March 2018 onwards
	<b>Part - B - Financial Bid</b> Financial Bid of the technically acceptable bidders as recommended by Tender Evaluation Committee shall be opened at a later date after evaluation of Technical Bids.
Presentation by Qualified Bidders	Presentation by authorized representatives of technically qualified bidders will be made to Tender Evaluation Committee. The date for presentation will be communicated later (on a short notice period). This presentation will carry weightage in final selection of bidder as per the scheme given in tender under Bid Evaluation Scheme formula.
Contact Person (for any clarification)	The Registrar, International Management Institute, New Delhi 110016, Phone : 011-47194100/200
Proposed Date to Commence the Operations	First week of May 2018

**IMPORTANT INSTRUCTIONS**

1. Read the tender documents carefully before filling.
2. Sign each page with seal.
3. PART 'A' should contain –
  - a. Technical Bid with all relevant signed documents as mentioned in Terms and Conditions
  - b. EMD
  - c. Sealed envelope with superscription "TENDER FOR CATERING AND MESS SERVICES AT IMI NEW DELHI" - PART 'A'

4. PART 'B' should contain only Financial Bid

No conditional tenders will be accepted

Sealed envelope with superscription "FINANCIAL BID FOR CATERING AND MESS SERVICES AT IMI NEW DELHI" PART 'B', Financial Bid should mention only prices in the stipulated format without any condition. The prices shall be filled up both in figures and in words and the total amount shall be calculated and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted. Any corrections shall be legible and signed by the authorized signatory.

5. Put PART 'A' and PART 'B' in separate sealed covers and put both the sealed cover in one cover addressed to The Registrar, International Management Institute, New Delhi 110016, Phone : 011-47194100/200 with superscription on the cover as "TENDER FOR CATERING AND MESS SERVICES AT IMI NEW DELHI" and send it to us. It should reach on or before 15:00 hrs. 26<sup>th</sup> March, 2018 in the office of The Registrar, IMI New Delhi.
6. Application forms can be downloaded from the Institute website [www.imi.edu](http://www.imi.edu). Please keep visiting our website for any corrigendum /amendments and submit the bid documents accordingly.
7. IMI, Delhi accepts no responsibility for any loss / delay / non-receipt of offers not submitted in person. Offers received late or incomplete will be summarily rejected.
8. The technically qualified bidders are required to make a presentation on **certain parameters** before a committee. These parameters carry marks based on which the final score of the tenderer will be assumed at.
9. The financial bids of only those Tenderers whose technical Tenders are recommended by Tender Evaluation Committee will be opened at a later date after evaluation of the technical bids. The date & time of opening the financial bid will be intimated to the Tenderers in advance through email & telephone.
10. During the opening of the two-bid Tender the name of Tenderers who have submitted their offers along with details of Earnest Money Deposit will only be read out and no other information details whatsoever, will be shared at this stage.
11. The offer of the Tenderer shall be valid for 6 (Six) months from the last date of submission of Tender /revised offer (if any).

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12. In deciding upon the selection of contractors for the work, great emphasis will be put on the ability and competence of contractors to provide high quality services according to the time schedule and in close co-ordination with other agencies.
13. The Tender should be complete in all respects and should be duly signed. Late and delayed tenders due to any reason including postal delays shall not be considered at all. Offers sent through Fax / Email will not be accepted.
14. Hypothetical/ Conditional/ Incomplete bid will not be entertained & will be summarily rejected. Please note that the bidder must quote for all the categories mentioned in the tender.
15. The period of contract would be for two years from the date of award of the contract and it may be further extended for another one year on the satisfactory performance of service provider. The performance of the service provider will be evaluated on yearly basis.
16. Please keep visiting our website for any corrigendum / amendments and submit the bid documents accordingly. Separate advertisement will NOT be published in Newspaper for any corrigendum//extension/clarification etc.
17. The Institute reserves the right to modify the conditions of the tender, at any time, without assigning any reasons for the same.
18. IMI New Delhi reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.
19. If the last date of receiving/opening of the Tenders coincides with a holiday, then the next working day shall be the receiving/opening date.

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## **1. Introduction**

International Management Institute (IMI), New Delhi is an autonomous body established in 1981 in collaboration with IMI Geneva (now IMD Lausanne). IMI, New Delhi is India's first corporate sponsored business school established with the support of corporate houses like: RPG Enterprises, Nestle, ITC, etc.

Students are studying and residing in the institute building which is located in Delhi. In addition, this being one of the top business schools, it is frequently visited by eminent professionals of business world, top level academicians and senior Government officials.

The Institute conducts various programs in management. All the programs are compulsorily residential. The program participants are required to be provided with excellent facilities of boarding and lodging on the campus.

Since all our academic programs are compulsorily residential ones, Participants' stay and Hospitality related services are of paramount importance to the Institute.

We constantly strive to maintain high standards of lodging, Catering and Mess service, hygiene and courteous & prompt service. Please refer Table1 of scope of work.

The Institute is looking for an agency to handle the Catering and Mess services. The ideal profile of the agency (s) that we want to engage for our Catering and Mess service etc. will have following attributes:

1. Should have rich, varied and vast experience of having handled similar services for large academic campuses of repute and corporate houses.
2. Should have highly motivated, disciplined, trained and experienced workforce in Catering and Mess service.
3. Should have experienced, educated & trained supervisors of good disposition who can continuously interact and serve the occupants/guests to their satisfaction.

## **2. Eligibility Criteria**

The tenderers who intend to participate shall meet the following qualifying requirements:

- 2.1** Minimum 05 years of experience in institutional Catering and Mess activities in a large reputed Educational Institution such as IIMs, Top Private Educational Institutes, IITs, IISERs, Central Universities etc. (Annexure "A" must be filled along with supporting documents).
- 2.2** The tenderers having experience only in the Cafeteria (snacks & beverage services) will not be considered.
- 2.3** The annual value of single largest contract at a unit should be not less than Rs.2 Cr per annum on a daily operation or as per the decision of the TEC concerned on the basis of the performance of the tenderer for the past years.(Supporting documents must be attached along with technical documents).
- 2.4** The firm must have been registered during the financial year 2016-17 for a similar business.
- 2.5** Performance certificate or recommendation from at least three reputed organizations/educational institutions where they have been providing similar services since last two years signed by an authorised signatory.(Performance certificate must be attached along with technical bid)
- 2.6** Fresh Solvency certificate from scheduled or nationalized bank for up to ***Rupees two Crore.***
- 2.7** Last three years' duly audited balance sheet with a minimum turnover of **Rupees Two Crore** per annum in Catering and Mess services along with PL Statement. (Annexure "B" must be filled along with Audited balance sheet for last three FY).
- 2.8** Copy of last three years Income Tax Returns.
- 2.9** Should possess statutory requirement such as labour license, Municipal Food License (FDA), PF, ESIC, GST, Shop and Establishment Registration Certificate and PAN card for their existing businesses. (Annexure "C" for PF and ESI Registration details must be filled along with supporting documents).
- 2.10** The firm has to bid for all the items mentioned in the tender document. The tender document will not be considered valid in case of non-fulfilment of this criterion or a partial quotation.
- 2.11** It is desirable that the firms should have valid food license issued by Food Safety and Standards Authority of India (FSSAI) for their existing business, if applicable.
- 2.12** It is desirable that the firms should have **ISO-22000:2005 certification.**
- 2.13** It is desirable that tenderer visit the site of cook house and dining halls before quoting.
- 2.14** A Tender Evaluation Committee constituted by IMI NEW DELHI would appropriately decide on acceptance of tenders having minor deviations in the criteria mentioned above on the basis of its reputation / qualification in other attractive receipt of adequate proposals or renowned private Institutions of higher education having a minimum strength of 500 diners of each meal.

**Note: The proof of the above requirements is to be enclosed along with the tender documents.**

NAME OF THE TENDERER: \_\_\_\_\_

**WORK EXPERIENCE DETAILS**

Sl No	Full address of the Client and Name of the Officer in charge	Description of the work	Value of Contract	Type of contract	Date of commencement of work	Scheduled completion period	% age of Work completed as on date	Expected date of completion	No. of Diners

**Signature of the Tenderer with official seal**



**Annexure "B"**

Name of the Tenderer: .....

**Annual Turnover Statement**

Tenderer shall indicate herein his annual turnover during the following three years based on the annual audited balance sheet & profit and loss account statement.

Financial Year	Annual Turnover (Rs.)
2014-2015	
2015-2016	
2016-2017	

**NOTE:**

1. Copies of audited Balance Sheets with Profit & Loss Account statements for last three years shall be submitted along with the tender.
2. Tenderer shall indicate herein his Net Worth details during the following three years based on the audited balance sheet & profit and loss account statement on the following basis.

Financial year	Reserve (Rs.)	Capital (Rs.)	Accumulated Profit /Loss (Rs.)	Net worth
2014-2015				
2015-2016				
2016-2017				

**Signature of the Tenderer with official seal**

**Annexure "C"**

Tender No. ....

Name of the Tenderer: .....

Details of PF & ESI Registration

**Tenderer to furnish details of PF & ESI Registration along with copies:**

Sl. No.	Description	Details to be furnished by the Tenderer
1	PF Registration No., District & State	
2	ESI Registration No., District & State	

We confirm that the above PF & ESI Accounts are under operation presently and shall be used for all PF & ESI related activities for the labour engaged by us in the present work (if awarded to us).

**Signature of Tenderer with official seal**

### **3. Scope of Work**

Broadly the services involve following tasks:

1. Catering and Mess Services for Student Mess
2. Catering and Mess Service for Faculty Dining Hall
3. Running of Cafeteria
4. Catering and Mess on Special Occasions

#### **3.1 Catering and Mess Service**

The Institute offers residential programs in management to around 700 students on the campus. The table appended below gives some useful information for the prospective Tenderers. While the information given will be reasonably sufficient to access the quantum and types of Catering and Mess and related services required by the Institute, it is advisable for the intending Tenderers to visit the campus to acquaint themselves with the actual location of Cook House, Dining units, facilities and equipment available etc. before submitting the Tenders under two bid system.

**Table 1**  
**Information on Diner, Meal Category and Location**  
**(Approximate Nos. of diners per day)**

S.no	Grouping Diners	Strength per day	Meal Options	Meal Category	Location
1	PGP Students	700	All Meals + Snacks	Standard	IMI Dining Hall
2	ExPGDM	34	All Meals + Snacks	Standard	IMI Dining Hall
3	FPM Students	10	Mainly Lunch	Standard	IMI Dining Hall
5	Staff	25	Mainly Lunch	Standard	IMI Dining Hall
6	Faculty, Guests, MDP & other Programmes	60	Lunch/ Snacks	Executive	IMI Dining Hall
7	Special Occasions	Frequent	Lunch/ Snacks	Deluxe	IMI Dining Hall /Upper Lobby

\* These numbers are approximate and may vary lower or higher side.

The rates offered for the Standard, Executive and Deluxe menu will be applicable anywhere within the Campus when so required with no additional charge. The numbers given above are tentative in nature and may vary on upper side depending on the changing dynamics.

However, number mentioned in the above table will go down during the term break, summer break, holidays, outstation projects and assignments of the students during the academic year.

The bidders are requested to note that there will be a lean period for the business due to vacation, especially during April, May and June months.

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### **3.2 Menu & Timing of Students Dining Hall**

- a. Menu will be prepared in consultation with the representative of students committee.
- b. Every week (Friday1Saturday) representative of students committee will meet the concerned in- charge to prepare menu for the following week.
- c. Any food1beverage item indicated above can be replaced by an equivalent item after due approval of Officer-in-charge.
- d. The items to be prepared would be from cuisines across the country and include international cuisines also.
- e. Special diets (for guests who are sick) would be organized on request.

#### **Timings of the Students Dining Hall (All 7 days) for IMI New Delhi**

<b>Particulars</b>	<b>Timings</b>
Breakfast	08:00-10:00
Lunch	12:30- 15:00
Tea & Evening Snacks	17:30- 18:30
Dinner	20:00 - 22:00

However, Dining Hall timings may vary as per the requirement of the programme participants.

### **3.3 Cafeteria**

The cafeteria is required to be operational on a 24x7 basis at a vantage location on the campus to serve the needs of the community at large on payment basis.It is expected that a good number of students and employees and visitors will patronize the cafeteria.

Managing the Cafeteria is not included in this Tender. The plan will be operationalised by the service provider (Catering and Mess Contractor) selected by the Institute for the contracts listed above.

While all required facilities will be provided by the Institute, the prices of items served in these places will be determined by the Institute's management in consultation with the service provider. However, an indicative price of the items may be provided for reference and use.

- 3.3.1 The price list of the items to be served in cafeteria is to be attached along with the maximum chargeable prices with price bid. Any changes to this list can be made only after consultation with and approval of the Institute.

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- 3.3.2 In respect to packaged products (biscuits, soft drinks, chips, ice creams, sandwiches, precooked snacks etc.) the Caterer has to ensure –
- a. The availability of sufficient stock of all commonly consumed eatables and beverages.
  - b. The quality of the available brand is as suggested by the Mess committee.
  - c. They are sold on MRP or less.
  - d. Proper presentation and a decent display/ refrigerated transparent shelves of good quality.
- 3.3.3 Split location: For IMI off campus accommodation of students, breakfast and dinner for (approx) 250 students.

## **4. General Conditions of Contract (GCC)**

### **4.1 Introduction**

The essence of this contract is to prepare and serve food as per the requirement of IMI New Delhi. The Institute has adopted highest quality standards for all its activities and the bidder is required to render services meeting stringent standards.

### **4.2 Definitions**

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely;

- 4.2.1 The expression "Owner" and/or "Institute" occurring in the Tender document shall mean INTERNATIONAL MANAGEMENT INSTITUTE NEW DELHI, and shall include its successors and assigns.
- 4.2.2 The expression "Bidder" shall mean the Tenderer who submits the Tender for the work and shall include the successors and permitted assigns of the Tenderer.
- 4.2.3 The expression "Contractor" or "Caterer" shall mean the Tenderer selected by the Institute for the performance of the subject work and shall include the successors and permitted assigns of the contractor.
- 4.2.4 "Officer-in-Charge" shall mean any officer of the Institute authorized to act as the Officer-in-charge for the work or any specified part thereof.
- 4.2.5 "Work" and "Scope of Work" shall mean the totality of the work/services and supplies of food and materials by expression or implication envisaged in the contract and equipment shall include all material, equipment and labour required for commencement, performance, provision or completion thereof.
- 4.2.6 "IMID" or "Institute" shall mean INTERNATIONAL MANAGEMENT INSTITUTE NEW DELHI.
- 4.2.7 "Contract" shall mean the contract for the work and shall include the Notice Inviting Tender, Tender document, the terms and conditions of tender, the Letter of Acceptance, accepted rates and all the documents mentioned in the tender document.
- 4.2.8 "Meals" shall include breakfast, lunch, dinner, high tea, tea/coffee, biscuits/cookies, snacks and other eatables served to the IMI Delhi community.

### **4.3 Essential Technical Requirement**

- 4.3.1 The bidder must have the required and valid statutory registration for rendering the Catering and Mess services.

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- 4.3.2 No legal proceedings(s) and/or Industrial dispute(s) claiming wages or any other payment from or employments with the principal Employers have been initiated by any present employee or previous employee of the bidder (if a company or proprietorship however previously designated) or of any partner of the bidder (if the bidder is a partnership firm). This will have to be supported by an appropriate declaration in the form of an affidavit which if found to be false could not only lead to criminal prosecution but also could be attended by termination of the contract and award of the work to another caterer at the caterer's risk and cost.
- 4.3.3 Notwithstanding anything stated in the Tender document, IMI New Delhi reserves the right to assess the bidder's capability and capacity to perform the contract (should the circumstances warrant such an assessment in the overall interest of IMID) and decision of IMI, Delhi in this regard shall be final and binding.

### **4.4 Electricity, Water and Other Facilities**

- 4.4.1 IMI New Delhi shall provide the contractor electricity with chargeable basis, water and other facilities as given below –
1. Kitchen area
  2. Equipment as installed in the kitchen and Dining Hall.
  3. Intercom telephone facility
  4. IGL Gas at the contractors cost
- 4.4.2 Institute would provide few Kitchen utensils & appliances, as available.
- 4.4.3 Any equipment required other than what is available in the Institute for the cooking and servicing is to be procured by the Caterer. Any new equipment purchased would remain the property of the Caterer and can be taken away at the termination of this contract.
- 4.4.4 Adequate numbers of good quality appliances, cooking and serving utensils, chef dishes etc are to be made available by the contractor.
- 4.4.5 Food Waste, unwashed food plates and other rubbish is required to be cleaned /cleared immediately.
- 4.4.6 Pest-Control: The contractor at all times will keep the cook house/dining hall washing area free from flies/cockroaches/mosquitoes/rats and other pests. Frequent pest control and scientific pest control measures are required to be adopted by the contractor at all times at his cost.
- 4.4.7 The contractor would ensure clearance of all the drains in and around the kitchen and dining hall at all times and will ensure disposal of waste food articles & other garbage from the campus premises daily at his own cost. The institute will not pay any extra amount for the same.

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- 4.4.8 No. of Cooks and Waiters - The contractor will ensure sufficient no. of uniformed waiters in the students dining hall not less than 08 with 01 supervisor during all major meal timings. Similarly he will ensure a minimum of 04 waiters with a supervisor at all time in the faculty dining hall. 01 Head cook plus 04 cook and sufficient helper will be deployed.
- 4.4.9 The contractor will arrange for any additional facilities, utilities, equipment and inputs required for the production and service of various items of food. The Contractor shall be responsible to ensure the proper utilization of the facilities, equipment, furniture and utilities provided by IMI New Delhi without any manner of abuse or excess use. And also keep the kitchen and surrounding area absolutely tidy and free from any damage. For any loss or damages to the premises, fittings, fixtures and equipment, recovery at market rates would be affected from the contractor's bill and the material/item repaired or replaced at his cost.
- 4.4.10 Notwithstanding anything elsewhere provided herein, the firm may be penalized if the contractor does not rectify any defect in the maintenance, upkeep, hygiene and cleanliness of the kitchen and/or equipment to a state satisfactory to the Officer-in-charge within 10 (Ten) days of notice in writing.
- 4.4.11 Calculation of Penalty:

<b>S. No.</b>	<b>Basis</b>	<b>Fine</b>
01	Presence of unwanted items in food: <ul style="list-style-type: none"><li>• Harmful items like blade, glass, metal wires, nails, pieces of plastics etc.</li><li>• Other items like Cockroaches, flies, insects etc</li></ul>	Rs.15000/- for each incident
02	Use of Stale/ Spoilt ingredients, e.g. rotten vegetables, infected grains, etc (Fine will also be imposed if these are about to be used.)	Rs.25000/- for each incident

- 4.4.12 The contractor will be responsible for any major or minor repairs and will arrange for regular maintenance of the equipment provided by the Institute at his cost.
- 4.4.13 The contractor will also ensure proper disposal of the waste material generated in the cook house having dining hall, stores daily through an outsourced waste disposal agency.

### **4.5 Conditions of Work**

- 4.5.1 Efficiency, promptness, quality of food, quality service, good behaviour and politeness of the caterer and his staff are the essence of the contract. The caterer is



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required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the kitchen and dining area.

- 4.5.2 Work shall be carried out by the caterer as per the conditions of contract.
- 4.5.3 The caterer shall engage fully trained and adequately experienced cook staff and arrange to provide refresher-training course for them as and when required and as per the direction of Institute.
- 4.5.4 The caterer will try his best to save energy by using latest technology in Catering and Mess service areas.
- 4.5.5 All the Catering and Mess staff should be medically fit. They should be free from any contagious diseases. The caterer shall get his employees medically examined once in three months and submit fitness certificate to the officer-in-charge.
- 4.5.6 The contractor will require submitting of medical report and police verification of the newly joined employees within 10 days of their joining.
- 4.5.7 Contractor shall ensure cleanliness of the cook house/dining halls / stores / washing areas surrounding areas at all times.
- 4.5.8 The caterer shall provide appropriate uniform with head caps to all their staff engaged by them and deployed on IMI New Delhi duty in sufficient quantity. The uniforms worn should be cleaned, washed & used at all times. Similarly the contractors will also make adequate arrangement for proper well cleaning of the cook houses and disposal of the waste water into the drums.
- 4.5.9 Entry into IMI New Delhi by caterer's personnel will be subject to issue of gate passes to such personnel for the purpose. Gate passes shall be for a fixed period and shall be issued at the joint request of the caterer and the personnel of the caterer with respect to whom gate passes are sought, in the format prescribed by IMI New Delhi in this behalf to be jointly signed by the caterer and the concerned personnel.
- 4.5.10 Issue of gate passes shall be subject to the approval of the Officer-in-charge and such approval shall be subject to the caterer furnishing to the officer-in-charge, copy of letter of appointment issued by the caterer to each person with respect to whom the gate passes is sought, signed in acceptance by the persons to whom the letter of appointment is given.
- 4.5.11 The gate pass may be withdrawn without assigning any reason.
- 4.5.12 The gate passes issued to the caterer's personnel shall not ordinarily exceed the number which will be communicated to him by the Institute from time to time except to meet emergent, casual or temporary requirements.
- 4.5.13 The caterer's personnel shall not indulge in entertaining their guests/outside in the IMI New Delhi premise, and shall not loiter in the IMI New Delhi premises and shall not normally move out of their specified area of operation.
- 4.5.14 The caterer's personnel will not deal in any contraband/ liquor/ cigarette etc.

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- 4.5.15 The caterer shall get the menu approved by the Officer concerned or the Hostel and Mess Committee representatives of the students. The officer-in-charge may make any subsequent change in the menu in consultation with the Students Committee, and contractor.
- 4.5.16 The caterer shall make necessary arrangements for regular and prompt collection and disposal of waste generated in the kitchen on day-to-day basis.
- 4.5.17 Polythene bags / plastic cups shall not be used in the IMI New Delhi premises. Plastic containers / polythene pouches in which any milk products or eatables are generally sold should be disposed of as quickly as possible.

### **4.6 Intimation to Caterer**

- 4.6.1 IMI New Delhi shall inform the caterer of its requirements regarding Catering and Mess of guests at least one day in advance for planned courses and in urgent and exceptional cases 6 hours in advance. All intimation [written/verbal/mail] will be given to the caterer or his representative at IMI New Delhi. Depending upon the room occupancy for a particular program, the caterer may modify his activities accordingly.

### **4.7 Period of contract and Cost Escalation Clause**

- 4.7.1 The period of contract will be two **years** with a built-in scheme for review of the performance at the end of each year. Institute will not entertain any request for revision of rates in the first 2 (two) years of the contract period even on the pleas of cost escalations including due to any upward revision in the minimum rates fixed by the Regional Labour Commissioner, Government of India or the State Government during the subject contract period. If any request for revision of rates, duly supported by documental evidence of substantial cost escalation, is made after 2 years of contract, it will be examined by a Committee for this purpose. The decision of the Institute on this request shall be final and binding on the contractor.
- 4.7.2 The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to anyone else.
- 4.7.3 Notwithstanding anything contained in other clauses of the Tender document, the contract will automatically terminate if and to the extent that the continuation of the contract or any part thereof become illegal or legally void / untenable for any cause.
- 4.7.4 Upon the termination of the contract (except termination due to illegality) the Institute shall be entitled, at the risk and cost of the contractor, to arrange for the meals and/or carry on the room services for the balance period of the contract as contemplated in the scope of the work through an independent agency or agencies and to adjust any differential amount thus incurred from the contractor (in addition to any other amounts, compensation and damage that the Institute is

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entitled to in terms of the contract or otherwise) from the security deposit or any other amounts due or becoming due to the contractor.

### **4.8 Payment of Bills**

- 4.8.1 Payment will be made centrally by the Institute through Cheque/ RTGS / NEFT only to the authorized address/ person as the case may be.
- 4.8.2 In case of students compulsorily dining in the student mess (Please read Table 1 of Clause No. 3.1 of the Tender document), the Institute will arrange to collect the mess deposit from the students in advance. The caterer will submit the monthly bill to the Institute to claim the monthly Catering and Mess charges of the students compulsorily dining in the mess.
- 4.8.3 The students who are not covered under the above scheme of compulsory dining and are willing to avail mess food will make monthly advance payment to the caterer at least 7 days prior to commencement of the month. The caterer will issue coupons to these diners.
- 4.8.4 Monthly statement of mess charges will be prepared by the Contractor and circulated to students for verification. The Contractor requires settling the mess account of students at the end of each term. The whole procedure of attendance and payment will be monitored by the committee of the students and Hostel and Student Affairs Office.
- 4.8.5 Mess charges are billed on actual expenses incurred on the food consumed. Special High-tea, dinner and lunch are charged extra. If a student goes out of station for more than three consecutive days, the student is allowed a mess rebate (as applicable) provided the absence from the campus is officially permitted by the chairperson of the concerned program and the mess supervisor is informed about the absence well in advance by writing in mess rebate register kept in the Dining hall/mess office. To avail the mess rebate the participant should ensure that they give at least 24 hours prior notice in writing to the mess supervisor. Exemption for mess charges is allowed only for full days. Exemption for part of a day is not entertained. No other refund is admissible on mess charges.

### **4.9 Earnest Money**

Earnest money by means of Demand Draft / Pay order in favour of INTERNATIONAL MANAGEMENT INSTITUTE DELHI payable at Delhi and must be enclosed along with the Tender. Tenders submitted without earnest money will not be considered. The earnest money of the unsuccessful bidders will be refunded without any interest after the award of the contract to the successful bidder. The earnest money of the bidder is liable to be forfeited if the bidder prematurely withdraws his bid or the successful bidder fails to take up the job or fails to deposit the initial security deposit.

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### **4.10 Security Deposit**

The security deposit consists of two elements:

- Earnest Money deposit to be paid either in the form of demand draft / pay order / BG/ FD along with the Tender document till the finalization of Contract.
- After the finalization of Contract A performance / security guarantee money amounting to **Rs. 15 Lakh.**

**4.10.1** Release of final payment and retention money (if any) outstanding on expiry or completion of the contract including extended period shall be subject to the contractor furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the contractor pursuant to the contracts to work within the premises of IMI New Delhi.

**4.10.2** Release of initial security deposit shall be on completion of the contract period. The security deposit will be released after one month of successful completion of the contract. The institute reserves the right to modify the security deposit amount in view of number of diners availing mess facility.

**4.10.3** No interest will be paid on any deposit or withheld amount.

**4.10.4** The security deposit may be in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Banker's cheque or Bank Guarantee from scheduled or nationalized bank in favour of International Management Institute Delhi, valid for the period of contract.

### **4.11 Taxes, Labour Laws and Other Regulations**

**4.11.1** The contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.

**4.11.2** The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to the food items prepared and sold by him to IMI New Delhi, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to the preparation, storage and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, and weights and Measures Act and all rules, regulations and orders framed there under.

**4.11.3** The contractor is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority/GST with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.

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- 4.11.4** The contractor shall fully comply with all applicable laws, and regulations relating to P.F. Act, ESI Act, Bonus Act, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, C.L(R & A) Act, Migrant Labour Act, Essential Commodities Act and/ or such other Acts or Laws, regulations passed by the Food Safety and Standards Authority of India, (FSSAI), central, states, Municipal and local governmental agency or authority or any other statutory compliance/License.
- 4.11.5** The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of any statutory provisions obligations. The contractor shall be responsible for making the records pertaining to Payment of Wages Act and also for depositing the P.F. and ESI contributions, with the authorities concerned.
- 4.11.6** The contractor shall be responsible and liable for all the claims of his employees.
- 4.11.7** The contractor shall obtain the license under the Contract Labour (R&A) Act from the office of the Assistant Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill be cleared only on the submission of the said license. The contractor would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
- 4.11.8** The contractor shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury, disablement at work and submit a copy to officer-in- charge within 30 days.

### **4.12 Misconduct**

The contractor shall keep the Institute indemnified from and against all personal and third party misconduct claims whatsoever arising out of any commission or omission by contractor or his employees, or representative as the case may be.

### **4.13 Inspection and Testing by the Institute**

- 4.13.1** The Institute shall be entitled to inspect and/or test by itself or through any of its representative or an independent agency, premises of the contractor and materials stored therein for use pursuant to the contract and/or any ingredient to be used in the preparation of food intended for provision or sale pursuant to the contract.
- 4.13.2** If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter the decision of the Institute or his authorized representative shall be final) the contractor shall not use such material, and shall keep the Institute indemnified from and against any

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claim of infection, poisoning or illness arising from any bad, stale or defective food or material provided by the contractor.

### **4.14 Interpretation**

All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

### **4.15 Vacation of Premises**

The contractor shall give vacant possession of the facilities/premises made available to the contractor by IMI New Delhi and return all furniture, fixture, equipments and other items made available by IMI Delhi in good condition after the contractual period is over or if the contract is earlier terminated. Handing over of the vacant possession of the premises and equipment etc. shall be effected within 5 days of the completion of the period of contract or termination of the contract. If the contractor fails to do so, the Institute shall be free to take possession of the premises by opening the lock(s), if necessary, and make out an inventory of all furniture material and equipment and shall be free to deduct from the contractor's bill(s) or security deposit, any item found to be missing at the replacement cost of the material / equipment, furniture etc. given to the contractor by the institute.

### **4.16 Assignment and Sub-Contracting**

The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However the job shall be sublet only to the party approved by the Institute. However, entire responsibility will be of the Caterer.

### **4.17 Rejection of Tender**

The Institute reserves the right to reject any or all the Tenders relating to the work under this Tender Document without assigning any reason whatsoever.

### **4.18 Quantum of Work**

4.18.1 The scope of work given is approximate only and may vary in actual course of execution. The contractor is therefore, advised to quote very carefully. No claim for the compensation from the contractor shall be entertained due to any variation in quantities (irrespective to the quantum of variation) of the various items of food or deletion of any item(s) of food. The rates shall be firm during two years of the contract.

### **4.19 Services for Special Occasion**

4.19.1 If at any time during the existence of the contract the Institute desires to utilize the services of the contractor for any special occasion or otherwise, the contractor

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will arrange the same at the rates to be mutually agreed upon (provided the items are outside the rates of the items already included in the Tender).

- 4.19.2 Similarly, in case the Institute desires to include any new items in the contract for food the same will be negotiated with the contractor.

### **4.20 Exit Clause**

The contract can be terminated by giving one-month notice period by the institute and three month notice by the contractor.

### **4.21 Force Majeure**

The contractor shall not be entitled to claim any compensation from IMI New Delhi for the loss suffered by him on account of delay by IMI New Delhi in the supply of useable water, electricity etc. where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Institute.

### **4.22 Penalty**

- 4.22.1 Any member of the designated student committee or officer-in-charge or any authorized person can inspect the mess, kitchen or any process without any prior notice to caterer.

- 4.22.2 In case of any discrepancy (in terms of palatability of food or hygiene) or any case of negligence, appropriate punitive action shall be taken.

- 4.22.3 Penalties would be levied for:

- a) Partially cooked/ stale food
- b) Foreign particles found in food
- c) Using sub-standard raw materials
- d) Unhygienic cooking and food & waste handling conditions
- e) Supplies/ use of stale/ raw cooked food

## **5. Important Information for the Bidders**

### **5.1 Information required with Tender**

The following documents/information are required to be submitted along with offer:

1. Copy of Registration of firm
2. Service Tax Registration/GST
3. VAT/TIN/CESS Registration
4. Power of attorney attached in favour of person signed the documents
5. PAN Registration
6. Registration of Provident Fund No.
7. Registration of ESIC or Workmen Compensation Policy
8. Registration of existing Catering and Mess business under FSSAI

### **5.2 Expenses to be borne by bidder**

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of the Bid shall be borne by the Bidder. IMI New Delhi in no case shall be responsible or liable for these costs regardless of the outcome of the bidding process.

### **5.3 Prices, Taxes, Duties**

The bidder should quote firm prices/ rates taking into account of all taxes except GST/ Service tax. Duties, levies, personal tax, corporate tax and all other expenditure required to be incurred by him/ her for providing required services etc. during the contract period as indicated under this contract and after wards no variation on any account unless otherwise specifically mentioned will be allowed. The quoted prices for all the items should be only excluding service tax which shall be charged extra to the students at actual on production of documentary evidence.

### **5.4 Bid Validity**

Bid submitted by bidder shall remain valid for a period of 6 (six) Months from the date of opening of offer. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as "REJECTED" and EMD shall be forfeited without any reference to the bidder.

### **5.5 Place and Address for submission of Bids**

The Registrar, INTERNATIONAL MANAGEMENT INSTITUTE, B-10 Qutab Institutional Area, Tara Crescent, New Delhi – 110016, Phone: 011-47194100 / 200, Fax: 011-46012729

### **5.6 Evaluation of Bids and Award of Work**

- 5.6.1 Earnest Money Deposit: The bid without requisite earnest money and / or not



in the prescribed Performa will not be considered and bids of such bidders shall be rejected.

5.6.2 Detailed Evaluation: Further examination / evaluation of only such bids, accompanying requisite EMD mentioned as above, shall be taken up.

5.6.3 **Scope of Work:** The complete scope of work and basic scheme has been defined in the Bidding document. The bidder who undertakes to take total responsibility for the complete scope of work as defined in the bidding document shall only be considered.

5.6.4 Evaluation of price bid shall be taken up to determine the competitive prices of the acceptable bids would also include the following:  
The quoted prices shall be checked to determine the arithmetical correctness of the same.

## **5.7 Contract Agreement**

The successful Bidder shall be required to execute a Contract Agreement with IMI New Delhi on the non-judicial stamp paper of Rs. 100/-(Rupees One hundred only). The cost of stamp paper shall be borne by successful bidder.

IMI New Delhi reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.

## **5.8 Work at Risk and Cost**

The institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.

## **5.9 Insurance**

The successful bidder (contractor) shall take third party insurance to cover any accident or accidents of nature, for an amount as required for this type of work against damage loss injury to property or person or loss of life during the complete period of the contract. A copy of insurance policy will

be handed over by the contractor to the concerned authority of the Institute before starting date of the work as specified in the work order / letter of intent. In case the contractor fails to take the insurance policy, the Institute would arrange for the same at the cost of the contractor, alternatively, the institute may stop payments of bills to the contractor till insurance is arranged by the contractor or terminates the contract at the risk and cost of the contractor.

## **5.10 Indemnity**

The contractor shall indemnify and keep indemnified the institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in

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matters of Labour Law, Factory Act, Explosive Act, Workmen compensation Act, Sales Tax, Royalty, Excise duty, Octroi, Works contract etc. and shall keep the institute indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws. **The contractor shall not employ child Labour. Payment to workers must be according to Minimum Wages Act.**

### **5.11 Compliance with the Institute rules and Regulations**

The contractor shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations.

### **5.12 Arbitration**

In the event of any question, dispute or difference arising under this Agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to an arbitrator appointed by the Director General, INTERNATIONAL MANAGEMENT INSTITUTE, B-10 Qutab Institutional Area, Tara Crescent, New Delhi and the decision of the Arbitration will be binding on both parties of this agreement as per the Arbitration and Conciliation Act 1996.

### **5.13 Jurisdiction**

It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Delhi alone shall have jurisdiction to the exclusion of all other courts in anyplace in the Union of India so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Delhi

### **5.14 Authorization**

The Contractor shall submit to the institute the names, designation and specimen signatures of the persons authorized by him to draw materials, sign joint measurements, bills, receive payments, receive instructions / notices etc. on behalf of the contractor.

### **5.15 Access to site**

The contractor shall allow unhindered access to the institute and/ or any other party or person, engaged by the Institute to work at the same site and /or to check/ regulate/ watch Guardia measure inspect, solely or jointly with the contractor.

### **5.16 Safety and Security**

Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.

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**5.17 Fire Prevention-** Fire extinguishers to be kept in readiness all the time.

**5.18 Visit to Site of Bidder**

The Institute reserves the right to visit the sites managed by the bidders to evaluate its competence during any stage of the tendering process. The report submitted by the inspecting committee will be considered for finalizing the successful bidder.

## **6 SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **1. GENERAL**

- 1.1. Special Conditions of Contract shall be in conjunction with the General Conditions of Contract (GCC). Schedule of Rates, specifications of work and any other document forming part of this contract wherever the context so requires.
- 1.2. Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be read with and into the contract so far as it may be practicable to do so.
- 1.3. Where any portion of the General Conditions of Contract is repugnant to or in variance with any provisions of the special conditions of contract, then unless different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnancies or variations in the special conditions of contracts are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.4. Wherever it is stated in this tender document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected /carried out, it shall be effected /carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.

### **2. SCOPE OF WORK**

- 2.1 The Scope of work covered in this tender would be general, but not limited to the following as detailed in the Scope of Services attached in this document.

### **3. PROCUREMENT OF INGREDIENTS**

- 3.1. The Service Provider shall place necessary orders with the suppliers in connection with the running of the Mess in his own name and ensure that adequate stock of provisions are kept at all times, at his own cost.
- 3.2. The Contractor shall ensure that only first quality ingredients as per brands stipulated in the tender (please refer to Annexure: D) are used for preparation of eatables. IMI NEW DELHI's authorized officials, members of students' Mess Committee or any other committee specifically created to check the performance of the contractor have the right to check the quality and reject any ingredient that is found to be sub-standard. Such of those ingredients rejected shall be disposed / cleared from the premises. Alternate ingredients shall be arranged immediately under such circumstances and no compensation shall be payable in this regard. Further, the Contractor should ensure that there is no disruption to the Mess services on this account.
- 3.3. If brand of any ingredient is not mentioned in the tender, for such items it is understood the tenderer has to supply first quality ingredients for preparation of food items. IMI NEW DELHI reserves the right to indicate the best available brands at that time and same will be binding on the contractor. The tenderer has to maintain consistency in quality of ingredients to be used for preparation of food items for entire currency of contract.

### **4. QUALITY OF RAW MATERIALS & BRAND TO BE USED**

- 4.1. Only those branded items carrying AGMARK/ FPO/ BIS/ FSSAI Certification should be used, where such certification is available in any class of branded items.

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- 4.2. The Contractor shall use only standard materials for preparation of food and other items. Toned milk should be procured only from AMUL or a supplier of comparable quality as approved by IMI Delhi. Standard materials with AGMARK or ISI should only be procured and used. Vegetables/ Fruits should be tendered fresh from market on day to day basis preferable from reputed suppliers.
- 4.3. The Contractor shall not be entitled to serve pre-cooked food items purchased from an outside vendor except items like Mineral Water, Sweets, Ice-creams, Cool drinks (Bottled & Tetra Packets) in the mess premises, unless specific prior permission is obtained from IMI NEW DELHI. The Contractor has to confirm the rates of packaged items from IMI NEW DELHI, before start selling and any change of price in future is also to be confirmed.
- 4.4. No compensation shall be payable for items rejected for whatever reason. Further, the Contractor should ensure that there is no dislocation to the Mess services on this account.
- 4.5. The Service Provider shall maintain quality and quantity in respect of the menu served in the Mess. In the event of any dispute in regard to the quantity and quality of the menu, proportionate deduction shall be made from the bills payable to the Contractor and the decision of IMI NEW DELHI shall be final and binding.
- 4.6. The Service Provider shall use the best practice and legally mandated food and industry-standard storage and handling procedures. Stacking of all materials such as flour bags rice bags and bulk items should be on a tug pallets and not on the floor. Shelves shall be used to stack smaller packets of food items.
- 4.7. The packaged items/ frozen vegetables etc should be used well before the expiry date. If using a freezer, correct temperature should be maintained to avoid spoilage.
- 4.8. The Service Provider shall exercise all reasonable imagination, creativity and good taste in the planning, preparation and serving of the meals and shall conscientiously strive to prepare and serve food in accordance with the diners' desires regarding quality, taste, appearance, nutritional value and variety. Notwithstanding the same, the provisions of this clause shall always be subject to the right of IMI NEW DELHI to fix the menu and no new item shall be introduced in the menu without the express prior permission of IMI NEW DELHI.

## **5. Preparation of Menu and Inspection**

- 5.1. The services of the Contractor will be monitored by one or more designated & authorized officials of the IMI NEW DELHI and all day to day activities and immediate instructions will be conveyed to the Contractor through him /them on day to day basis.
- 5.2. IMI NEW DELHI at all times reserves the right to inspect eatables, beverages, food, etc. prepared by the Contractor to ensure quality. Such items, which are rejected by the duly authorized officials of IMI NEW DELHI during inspection, should not be used for services in IMI NEW DELHI Mess and should be disposed / cleared from the premises immediately. The Contractor should ensure that there is no disruption to the Mess services on this account.
  - 5.2.1. The contractor shall display the price list of all food items including Mineral Water, Sweets, Ice-creams, Cold drinks.
  - 5.2.2. The contractor shall comply with the standard operation procedures without fail on an on-going basis and a docket in this regard will be maintained and updated on a daily basis and if called upon, the docket shall be produced before the competent authority of the Institute.

**6. MANPOWER FOR RUNNING THE MESS**

- 6.1. The contractor should provide adequate manpower and maintain Catering and Mess service without any disruption. **The Contractor shall also provide a Manager to be present at all times the Mess is open, to monitor day-to-day functioning of the Mess.**
- 6.2. No person shall be deployed for any job under this contract, if he is less than 18 years of age.
- 6.3. The Contractor shall employ his own Workmen /Supervisors to run the Mess and he shall make his own arrangements to engage the required manpower. The Institute has the right to specify the minimum number of manpower required to run its Mess and to demand for additional persons for special services as and when required. The Contractor should also deploy adequate manpower exclusively for the maintenance of cleanliness inside/surrounding the Mess premises, dining halls, dining table and chairs, ceiling fans, exhaust, tube fittings and other equipments (including lavatory and bathrooms attached for the specific use of the Mess contract workmen).

**6.4. Minimum Requirements of Personnel Deployed**

- a. Unit Manager should have at least a diploma in Catering and Mess from a Government recognized institute.
  - b. Assistant Manager / Chief-in-charge should have at least a diploma in Catering and Mess from a Government/Private recognized institute.
  - c. Supervisor should have at least a 1 (one) year Certificate in Catering and Mess technology from a Government /Private recognized institute.
  - d. Cooks shall have a minimum of three (3) year's experience in the field.
  - e. The service personnel should have an education of minimum 10<sup>th</sup> Std. and adequate experience in Catering and Mess services. They should be properly trained in providing services in an industrial / institutional Mess/ Mess.
  - f. The service personnel should be able to communicate with the users in English / Hindi.
7. The Service Provider shall arrange to carry out medical examination of his personnel at his own cost at periodic and regular intervals, so as to ensure that their workmen comply with all the rules and regulations in force from time to time regarding safety, Hygiene, Sanitation and Prohibition of smoking. Violations will be viewed seriously and the Officer-in-charge of IMI NEW DELHI will levy penalty as deemed fit as per the guidelines.
  8. IMI NEW DELHI has no responsibility whatsoever on the Contractor's workmen and the Contractor is solely responsible for managing their work in the event of any dispute between the Contractor and their workmen, the Contractor is solely responsible for any claim and consequences that may arise out such dispute, whether statutory or otherwise.
  9. IMI NEW DELHI reserves the right to advice the Contractor to remove from service any of the Contractor's workmen if any of such workmen's behavior or conduct is not conducive for the General discipline, Safety, Hygiene and Security of the Institute or for any other reasons that the Institute may deem fit and the Contractor shall immediately comply.
  10. Personnel engaged by the Service Provider in the Mess must be properly attired for achieving a smart turnout and to meet the hygiene standards necessary for the job. They shall also be courteous to the employees of IMI NEW DELHI and permitted diners, in their interactions.
  11. The Service Provider will arrange to carry out, at his own cost, the verification by the Police Authorities of the character and antecedents of the personnel engaged by him for the job, and ensure that no person whose character and antecedents have not been so verified, shall be engaged

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in the Mess. Notwithstanding the same however, any person whose engagement is objected to by IMI NEW DELHI, shall be promptly replaced by the Service Provider.

12. The unit manager so provided will get the work done from the personnel of the service provider by properly deploying them for various types of functions like cooking, distribution, cleanliness etc., the personnel deployed by the Service Provider shall not be considered or deemed to be employees of IMI NEW DELHI on any account.
13. The Service Provider shall attend at all times by the existing labour enactments and rules made there under, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bylaws that may be passed or notification that may be issued under any labour laws in future either by the State or Central Government or Local authorities. The Service Provider shall be solely responsible to comply with all provisions of labour laws, including rules, regulations, byelaws, notifications etc. as may be applicable from time to time and shall indemnify INTERNATIONAL MANAGEMENT INSTITUTE DELHI against any claim, loss, damage including costs thereof, in case of any breach of any of the provisions of labour laws including rules, regulation, byelaws, notifications etc., as may be applicable from time to time. The Service Provider shall also keep IMI NEW DELHI indemnified in case any action is taken against IMI NEW DELHI by the competent authority on account of contravention by the Service Provider, his agents or servants, of any of the provisions of an Act or rules made there under, regulations or notifications to pay or reimbursements. If INTERNATIONAL MANAGEMENT INSTITUTE DELHI is caused by such Acts, Laws, Rules, Regulations, Notifications including amendments, or servants, then INTERNATIONAL MANAGEMENT INSTITUTE DELHI shall have the right to deduct from any money due to the Service Provider including his amount of Performance Security. INTERNATIONAL MANAGEMENT INSTITUTE DELHI shall also have the right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by INTERNATIONAL MANAGEMENT INSTITUTE DELHI.
  - i. The Service Provider shall at all times comply with all Acts/Laws/Rules/Regulation and notifications including amendments regulating or relating to labour matters including any Laws relating to Contract Labour, employee welfare, food safety, occupational health and safety, sanitation, garbage disposal and environmental management. The Service Provider shall pay their Minimum Wages Act or under any other Statute/Rules/ Regulations as may be applicable from time to time. The Service Provider shall comply with all requirements of Contract Labour (Regulation and Abolition) Act, 1970 and all other statutory labour laws/regulations applicable to him from time to time. In particular, the Service Provider shall at his cost, obtain the required license under the Contract Labour (R&A) Act, 1970 before commencement of the job.
  - ii. The Service Provider shall at all times comply with Acts/Laws/Rules and Regulations including notifications and amendments thereof, issued by the appropriate government and /or Mess garbage, including but not limited to any requirement to and / or Mess garbage, including but not limited to any requirement to obtain and maintain a license, consent, permit or registration under the Prevention of Food Adulteration At and all such laws and /regulations as may be applicable for the purposes of providing the services at the said Mess premises.
  - iii. The Service Provider shall make his own arrangements and at his cost, for the engagement of all staff and labour, local or other, and for their payment, housing, feeding, transport, medical and all allied expenses.
  - iv. The Service Provider will be the employer of all the workmen deployed for the Contract and in no case shall these personnel be treated as the employees of INTERNATIONAL MANAGEMENT INSTITUTE DELHI at any point of time.
  - v. All risks of loss or of damage to property and of personal injury and death which arise during and in consequence of the performance of the contract are the responsibility of the Service Provider.

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- vi. The Service Provider shall be solely responsible for any damage to the property of IMI New Delhi whether accidental or deliberate, caused by him, his agents or servants.
- vii The Service Provider shall be personally responsible for any theft, dishonesty and/ or disobedience and discourteous behavior on the part of the workmen/ supervisors so provided by him to provide this service.
- viii The Service Provider shall not transfer or assign or sub let any part of the service once agreed or any share or interest herein in any manner or degree directly or indirectly to any person, firm or company whatsoever.

### **14. TRANSPORTATION**

- 14.1. The Contractor shall make his own arrangements for transportation of the prepared foodstuff to the Mess and to the various service points. The Contractor shall ensure adequate protection against seasonal weather conditions by transporting the food items by his own motorized conveyance closed cycle trolleys as may be necessary at his cost and for ensuring satisfactory and timely service.
- 14.2. For transporting the food items from Mess to various service points, the Contractor shall press into service a vehicle (fully covered with weather proof panels) in good condition, round the clock basis and shall not be more than three years old.
- 14.3. IMI NEW DELHI will not provide any facility for transporting the food items to various service points within the Institute.
- 14.4. The rate quoted shall be inclusive of these provisions.
- 14.5 Food items raw/cooked should not be kept directly on the floor and should be properly covered

### **15. MESS MAINTENANCE AND OTHER JOBS**

- 15.1. In addition to providing cooked food and serving, as detailed out in this document, the contractor is also responsible for upkeep (except painting/colour wash) of Mess Building and surrounding area, furniture provided by the Institute including repair/replacement due to damage made by the Contractor's personnel. The inter-carting cylinder from filling area of LPG cylinders for cooking will also be the responsibility of the Tenderer, if required. The scope of work to be executed on this head is detailed elsewhere in the tender document. Failure on the part of the Contractor to execute the work under this clause, the Institute will make its own arrangements to execute the same and the actual cost incurred plus 20% for undertaking the jobs will be recovered from the running bills of the Contractor.
- 15.2. The following activities including all cleaning activities/disposal of mess waste, upkeep of in and around the mess, kitchen, dining halls and all conference halls(after service) are in the scope of the contractor. No separate charges will be paid for these activities /disposal of mess waste, etc.
  - 15.2.1. Mess Sewage Lines/Pits/Toilet cleaning
    - a. Cleaning the sewage water lines (both opened and closed), manholes and pits around IMI NEW DELHI Mess periodically by deploying adequate and trained manpower to maintain the line clear of all waste and other foreign materials.
    - b. Remove Mess waste from the sewage lines running in and around the Mess (opened & closed), manholes and pits on regular basis and store it into the drums. Also, the food waste, vegetable leaves and any garbage to be safely removed by separate motor vehicle (ref. to the clause under "Transportation") on daily basis and properly disposed outside the premises.



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The required manpower vehicle/ trolley, drums, bucket and other cleaning equipment / appliances, etc. for clearing / cleaning & transporting the Mess waste shall be arranged by the Contractor at his own cost.

- c. Remove the Mess waste and clean the open drainage inside the Mess premises at various locations on regular basis.
- d. Mess waste solids blocked into the drainage are to be collected then and there and dumped into the big plastic buckets to be kept for the purpose by Contractor. The waste / solids kept in the drums to be transported daily to garbage, vermin compost and disposed off sagely and in eco friendly manner.
- e. Clean the strainers fixed in the drainage line regularly to remove the choke for free flow of water. The strainer should be placed in its position always.
- f. The service providers shall ensure that solid waste materials are not dumped into the drains. All such solid wastes must be removed from the utensils prior to washing. Any block either on the sewage lines (open and closed), manholes and pits shall be removed then and there by deploying additional manpower as required. No extra cost will be paid for such work.
- g. If by chance, solids are allowed to accumulate, the Contractor should employ more men for one time clearance. No extra payment will be paid for such work.
- h. All tools and tackles required to perform the subject work shall be arranged by the Contractor at his own cost.
- i. Mess toilet (men / women) change house provided by the Institute for the workmen are to be cleaned daily and always kept neat and tidy.
- j. The required cleaning materials / consumables such as buckets, broomsticks, Floor wiper with stick, Cotton swabs with stick and chemicals / Detergents, Vim, cheap cloth, duster cloth, Perfumed room spray, Plastic hand brush, table cleaning wiper, fly kit, nylon brush, cobweb with stick Naphthalene balls, etc. shall be arranged by the Contractor at his own cost.

### **16 Mess Utensils / Groceries / Cutleries / Glassware Cleaning**

The service provider shall keep spoon/fork, electric dispenser, bread toaster, cornflake machine, crockery/cutlery of good quality, jugs of standard variety, salt/pepper container and any other items ordered from time to time in each dining hall. Provision for refrigerator/cold storage shall be made in each dining hall for storage of items for sale.

Sterilization of plates, spoons, tumblers etc., and cleaning of utensils/ cutleries / glassware, etc. should be properly done by the Contractor and the cleaning materials required for this purpose shall be at Contractor's expense.

#### **16.1 House Keeping -Maintenance of Cook house, dining hall, Stores, Offices and surrounding areas**

- a. The Service Provider shall maintain utmost hygiene in the Mess premises and ensure that the premises, utensils and equipment are kept in neat and tidy condition. Dining hall and Mess are to be maintained by the Contractor. The Dining halls are to be mopped and kept clean and tidy during each shift. The contractor has to adopt mechanized cleaning methods to keep the main dining hall and service points to keep clean, neat and tidy, as described in Section 6.6 below. The Contractor shall arrange for room spray for all the dining halls regularly especially before commencement of service. Executive/VIP Dining Hall /Conference Room Dining Hall are to be cleaned immediately after the service/meeting is over. The hygiene at dining halls, mess has to be given utmost importance and non-compliance will be viewed seriously and shall be dealt as per tender conditions. The tenderer has to furnish the Job procedure, mechanized cleaning equipments to be adopted, system

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and policy for housekeeping at Dining halls, Mess area has to be given utmost importance and non-compliance will be viewed seriously and shall be dealt as per tender conditions. The tenderer has to furnish the Job procedure, mechanized cleaning equipment to be adopted in all dining areas/ halls in the Technical Bid of the tender document. The cleaning materials for this purpose shall be within the purview of the contractor. The Contractor shall use only chemicals supplied by standard producers under well-known brands bearing ISI or other quality marks. They shall do the cleaning with appropriate cleaning brushes / clothes / brooms. The quality of above cleaning chemicals shall be adequate and shall be augmented as per directions of Officer-in charge.

- b. Tissue paper rolls and soap oil dispensers at Dining Hall, and Mess Area are to be provided by the Contractor in sufficient quantity. The soap oil is to be re-filled, more frequently as per the requirement.
- c. Table clothes/ Matts to be provided in Executive/ VIP Dining halls by the Contractor.
- d. The Contractor shall maintain a system of monitoring these activities for ensuring effectiveness.

### **16.2 Fly Control / Mosquito Control Measure**

- a. The Service Provider shall ensure adequate, safe and effective insect/ pest/rodent control measures in the mess premises.
- b. At Mess, Mess and Dining areas and in and around the Mess, fly control / mosquito control measure are to be carried out by the Contractor on alternate days or on daily basis during seasons.
- c. The Contractor shall make proper arrangement for spraying with appropriate World Health Organization (WHO) approved pest control materials in and around all the dining halls on a daily basis/regularly to avoid fly / mosquito menace. The impute chemicals will be inspected by the Mess - in - Charge authorized official of the Institute at their discretion before use.
- d. The Contractor has to arrange for rodent control measure at the Main Dining Hall/ Kitchen/ Stores/ VIP Dining Hall regularly.
- e. The contractor shall take adequate measures to ward of domesticated/stray animals/birds from the Mess.
- f. The rates quoted shall be inclusive of all the above activities.

### **16.3. Mechanized Cleaning**

- 16.3.1. The Contractor shall comply with the following minimum requirement of mechanized cleaning detailed below to maintain standards of hygiene and cleanliness in the Mess kitchen and dining hall premises and other servicing points as specified in the tender document.
- 16.3.2. Mechanized Cleaning of Dining Hall, Hostel Mess, Hand Wash Area, Entrance, etc.
- 16.3.3. The floor of Dining Hall, Hand Wash Area, Entrance, Stores and Kitchens should be scrubbed with automatic electric scrubber drier machine.
- 16.3.4. Dining hall including, wherever provided, skirting and serving platform should be sanitized and disinfected DAILY using steam cleaners.
- 16.3.5. The room freshener shall be sprayed DAILY at the Main Dining Hall and Executive/VIP Dining all adequately prior to commencement of dining services and as advised by IMI NEW DELHI.
- 16.3.6. The doors and windows grills shall be cleaned DAILY.

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### **16.4. Chemicals, Sanitizers and Other Cleaning Compounds**

- 16.4.1. The chemicals, sanitizers and other cleaning compounds shall be used depending upon the nature of surface to be applied.
- 16.4.2 The cleaning of Mess and dining hall area shall be done using appropriate equipment and good quality Cleaners, sanitizers, deodorizers & Chemicals of Standard brands. Adequate frequency shall be maintained in doing various cleaning operations.
- 16.4.3 Materials and chemicals of approved quality only shall be used.
- 16.4.4 The contractor has to maintain a logbook for the above cleaning activities and the log book shall be made available at all times in the Mess premises for inspection of IMI NEW DELHI authorities. A copy of above cleaning schedule has to be accompanied along with the running bill.
- 16.4.5 The above procedures are formulated in order to maintain high standards of cleanliness in the Mess and it is the responsibility of the contractor to follow the above methodology. Further improvisation to maintain a hygienic atmosphere in the Mess and service points shall be the responsibility of the contractor.
- 16.4.6 The contractor has to adhere to the cleaning procedures strictly, else IMI NEW DELHI will be forced to invoke penalty and other relevant clauses of the tender document and it reserves the right to get the work done by mechanized service providers for housekeeping at the risk and cost of the contractor.

### **17. SITE PARTICULARS**

INTERNATIONAL MANAGEMENT INSTITUTE NEW DELHI is situated at B-10 Qutab Institutional Area, Tara Crescent, New Delhi. The tenderer is advised to visit and examine the site of works and its surroundings and obtain for oneself all information that may be necessary for preparing the tender and entering into a contract for execution of the works. The cost of visiting the site shall be Tenderer's own.

- 17.1. It is understood and agreed that the above factors have properly been investigated and considered by the Tenderer while submitting the Tender.
- 17.2. No claim for financial or any other adjustments to contract price, on account of lack of clarity of such factors shall be entertained.
- 17.3. The facilities available at sites mentioned above as and where it is can be examined by the tenderers before submitting their tenders. If any additional equipment and refurbishing of the existing ones are required, the same shall be done by the tenderer who is awarded the contract.
- 17.4. Vendors shall maintain all the above equipment and weekly maintenance to be carried out as per the schedule indicated by the in-charge of the Mess/maintenance in- charge during the service period.

### **18. DURATION OF CONTRACT**

- 18.1. The duration of contract shall be for a period of 24 (Twenty four) months. The first six months of contract will be treated as trial period and performance will be closely monitored. In case of non-satisfactory performance, the Institute reserves the right to withdraw the contract without providing any compensation. The scheduled start date of contract for running the **Catering and Mess Service** shall commence from the date as indicated in the Letter of Acceptance.
- 18.2. The contractor shall be allowed a period of two weeks from the date of issue of Letter of

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Acceptance to mobilize resources to commence services in all respects. No extension of time will be given.

- 18.3. Notwithstanding anything contained in any other clause, the Institute reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging their obligations under the contract or in the event of their becoming insolvent or going into liquidation. The decision of the Institute about the failure on the part of the Contractor shall be final and binding on the Contractor.
- 18.4. The Contractor shall give prior notice of 03 months to IMI NEW DELHI for termination of contract.
- 18.5. The Institute shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Contractor of any of the terms and conditions of the contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the contract at the risk and cost of the contractor, and recover losses, damages, expenses or costs that may be suffered or incurred by the Institute. The decision of the Institute about the breach/failure on the part of the Contractor shall be final and binding on the Contractor and shall not be called into question.
- 18.6. The Institute also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon by giving one month notice in writing to the Contractor at their last known place of residence/ business and the Contractor shall not be entitled to any compensation by reason of such termination. The decision of the Institute under this clause shall be final, conclusive and binding on the Contractor and shall not be called into question.
- 18.7. On the Institute exercising its right to terminate the contract as above, the Contractor shall vacate the premises within 15 days ensuring that all the Contractor's equipment and personnel have been removed from the premises. Should the Contractor fail to do so, the Institute shall be entitled to remove the Contractor's equipment from the premises of IMI NEW DELHI at the Contractor's risk and cost.
- 18.8. Upon the expiry of the contract period or upon termination of the contract, the Service Provider shall forthwith vacate the premises along with his workers and hand over the same, along with all furniture fittings and fixtures and all other items provided by IMI NEW DELHI therein, in good condition, reasonable wear and tear excepted.

## **19. SCOPE OF SUPPLY OF MATERIAL / FACILITIES BY IMI NEW DELHI**

- 19.1 The Institute will provide infrastructure facilities as and where it is such as;

☐ Building, Furniture, Instruments as already available at sites.

In addition to the above, the Institute provides-

1. Kitchen area
2. Equipment as installed in the kitchen and Dining Hall.
3. Intercom telephone facility.

- 19.2 In the event of disruption of water supply on account of power failure, the Service Provider shall make his own arrangement for supply and storage of water in the Mess for smooth running of the Mess. In the event of power failure, the Service Provider should make his own arrangements for grinding etc., at his own cost. Although DG Sets are available at IMI campus.

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- 19.3 Further, any loss towards theft or breakage of such equipment furniture, fixtures, cold storage facilities, utensils and all other Mess equipment supplied will be borne fully by the Contractor.
- 19.4 Water and electricity will cost Rs.50, 000/- (Rupees fifty thousand only) per month.
- 19.5 The Contractor shall be responsible for and ensure proper and optimal utilization of the facilities like equipment, water to be provided by the Institute, without abuse or excess use and shall follow and obey all instructions or directions as shall or may be given by the Institute or its authorized representative from time to time.
- 19.6 The Contractor is expected to deploy service personnel who can communicate in English and Hindi with the users.
- 19.7 The Contractor shall make available adequate manpower in appropriate attire for serving food items during the above occasions. They shall bear a pleasing personality and pleasant disposition and maintain highest standards of discipline and hygiene. Floor managers appointed by the Contractor for managing the affairs and supervision of each mess shall be physically present in the Mess while food is served.
- 19.8 The Contractor will name a single point contact person preferably a Unit Manager having experience in Catering and Mess establishment, who will be finally responsible for the entire Catering and Mess operations of the Contractor at IMI NEW DELHI and will be available on full time basis to manage the operations at IMI NEW DELHI.
- 19.9 The Contractor shall ensure that the Mess premises are not used for any purpose other than activities related to the maintenance and running of the Mess for IMI NEW DELHI Faculty, Staff and family.
- 19.10 The contractor will not facilitate any illicit consumption (such as beedies/ cigars, alcoholic beverages or narcotic substances) or immoral activities in the Campus. Stern action will be taken against the Contractor if she / he or her/his employees are found violating this norm.
- 19.11 The responsibility of cleaning the Mess premises, daily routine including fans, glass panes, walls, etc. will be the sole responsibility of the contractor. The responsibility of safe disposal of all the bio-waste and other garbage materials will also be the sole responsibility of the Contractor. However, Institute may choose, at its discretion, to give any support to the Contractor.
- 19.12 The performance of the Catering and Mess services provided by the Contractor at IMI NEW DELHI will be continuously monitored by IMI NEW DELHI officials or any other mechanism set up by the Institute. The Contractor will be required to quickly and satisfactorily implement the instructions or suggestions arising thereof.

## **20 SCOPE OF SUPPLY OF CONTRACTOR**

- 20.1. All items including gas refilling, raw materials for the preparation of food items, housekeeping materials, manpower, Mess maintenance and other jobs, miscellaneous works, etc. shall be under the scope of the Contractor. The rates quoted by the tenderers shall be inclusive of the above services.
- 20.2. For detailed scope of services to be executed under this contract, SCC shall be read in conjunction with scope of services and other terms and conditions elsewhere specified in the tender document.

## **21. MODE OF PAYMENT**

- 21.1 Payment will be made centrally by the Institute through Cheque/ RTGS / NEFT only to the authorized address/ person as the case may be.

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- 21.2 In case of students compulsorily dining in the student mess (Please read Table 1 of Clause No. 3.1 of the Tender document), the Institute will arrange to collect the mess deposit from the students in advance. The caterer will submit the monthly bill to the Institute to claim the monthly Catering and Mess charges of the students compulsorily dining in the mess.
- 21.3 For services availed by all others, the payment will be collected directly by the contractor. Institute will not be responsible for any amount due from them.

## **22. SECURITY DEPOSIT**

For details of Security Deposit for the subject work, refer GCC.

## **23. TAX STRUCTURE**

- 23.1. The quoted price offered shall be exclusive of Service Tax/GST
- 23.2. The Tenderer should mention Sales Tax/GST Registration Number, Service Tax Registration Number and submit Sales Tax Assessment Orders for the preceding 3 (three) financial years and be submitted along with Technical Bid.
- 23.4. GST/Sales Tax at the prevailing rates as applicable from time to time shall be deducted from Contractor's bills as per the Sales Tax Act.
- 23.5. Income Tax at the prevailing rates as applicable from time to time shall be deducted from contractor's bills as per Income Tax Act.

## **24. LABOUR LAWS, PROVIDENT FUND, ESI**

- 24.1. The Contractor shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to IMI NEW DELHI before start of work.
- 24.2. The Contractor shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the Contract Labour (Regulation & Abolition) Act, 1970 or any other applicable law, rule or regulation.
- 24.3. The Contractor shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license or in obtaining the code number and the same shall not constitute a ground for extension of time for any purpose.
- 24.4. The Contractor shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the Contract, and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account. Contractor is required to submit documents/ challans towards proof of remittance towards ESI for the workers engaged for this work along with every RA bill. Factory inspectorate's requirement is to be met by the Contractor and shall be included within his quoted price.
- 24.5. The Contractor should comply with the provision of the Employees Provident Fund Act. The contractor should promptly deposit PF deduction of the eligible contract employees plus the employers' contribution to the RPFC. For this purpose agency must submit a certificate in their Bill that PF amount has been deducted from the eligible employees and along with the employers

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contribution has been deposited with RPFC. In support of this, the agency must furnish the challan / receipt for the payment made to RPFC.

- 24.6. The contractor has to maintain record of all details called for by EPF organization for the labour employed by them and has to submit the same at any time if called for.
- 24.7. All liabilities of the Contract like Salaries, wages and other statutory obligations in respect of the persons engaged by the Contractor shall be borne by the Contractor. In view of the provisions of the ESI Act, P.F. and the EPF Act and other Acts, as may be applicable to IMI NEW DELHI, the Contractor shall submit proof of such compliance to IMI NEW DELHI periodically, or at any date upon such request, as may be made by IMI NEW DELHI to the Contractor. In the event of non-compliance with the statute or the provisions thereof, referred to above, it shall be open to IMI NEW DELHI to withhold such amount as in its opinion is due and payable by the contractor in respect of its employees from and out of dues, payable by IMI NEW DELHI to the Contractor and such due shall be held by IMI NEW DELHI with it until proof is submitted by the Contractor to IMI NEW DELHI indicating compliance with such statutes within reasonable time, failing which IMI NEW DELHI shall deposit such amounts with the authorities concerned on behalf of the Contractor and inform the Contractor of such deposit or deposits.
- 24.8. The provision of EPF & MP Act, 1952 and the Rules / Schemes there under shall be applicable to the Contractor and the employees engaged by him for the work. The contractor shall furnish the code number allotted by the RPFC Authority, to IMI NEW DELHI before commencing the work.

## **25. COMPLIANCE OF STATUTORY PROVISIONS**

- 25.1. The Contractor shall comply with the provisions of the Minimum Wages Act (Central / State), if applicable and as applicable, Contract Labour (Regulation & Abolition) Act, 1970 read with the Central Contract Labour (Regulation & Abolition) Rules 1975, ESI Act, 1948, Workmen Compensation Act, 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Bonus Act 1965, Payment of Gratuity Act, 1972, Delhi Industrial Establishments (National and Festival Holidays) Act, 1958, Delhi Catering and Mess Establishments Act and any other law applicable for the employment of contract workmen as amended from time to time.
- 25.2. The contractor shall be solely responsible to comply with all Acts, Laws, Rules and Regulations, as may be applicable from time to time in respect of running of the student mess and shall pay all taxes, debts and / or levies as may be levied by the appropriate Government / Local bodies and other authorities in this regard, and the Service Provider shall indemnify the Institute against all claims, loss, damage and costs thereof in case of any breach of any of these Acts, Laws, Rules and Regulations.
- 25.3. The Contractor shall fully indemnify the Institute for any default or non-observance by the Contractor or any of their representatives of any of the provisions of the above mentioned enactment and the rules framed there under. Even though the Catering and Mess Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the provisions or otherwise of the enactments cited, the Institute reserves its right to settle directly any amount due by the Contractor as mentioned above and to recover such amounts from any of the amounts payable by the Institute to the Catering and Mess Contractor or in the absence for the same as debt due to the Institute by the Contractor.
- 25.4. The contractor shall have separate ESI/PF code number on their own name and ensure prompt payment and submission of related returns on time to the authorities concerned and produce documentary evidence to that effect. The Contractor should have separate EPF and

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ESI Code numbers for all workers. The Contractor should ensure remittance of EPF and ESI, to the respective accounts of the individual contract worker. IMI NEW DELHI reserves the right to check the records.

### **26. WAGES TO WORKERS DEPLOYED**

- 26.1. The contractor shall make payment to the workers deployed by him on the scheduled date. The contractor has to maintain the Wage Register for the payment made to the personnel deployed for the subject services. The copy of above proof shall be enclosed along with monthly running bills. The contractor shall be solely responsible to disburse wages due payable to the personnel deployed for the subject services promptly and in due time. If the contractor fails to pay the wages to his workmen/comply with the relevant statutory provisions, the Institute would make necessary arrangement for the same and recover the cost thereof from the Security Deposit / bills payable to the Contractor.
- 26.2. The Contractor should submit copy of the EPF and ESI, monthly remittances to the authorities, by 25<sup>th</sup> of subsequent month.
- 26.3. The Contractor should submit Attendance/ Salary Disbursement Register for the workmen engaged, by 25<sup>th</sup> of subsequent month.
- 26.4. The Contractor shall, whenever required by the Institute or Government Officials authorized under the Statutes, produce for inspection, all forms, registers and other documents required to be maintained under various statutes.

### **27. PENALTY FOR NON-REMITTANCE OF PF & ESI CONTRIBUTION.**

- 27.1. In the case of delay / default in payment of contribution under ESI Scheme and EPF Scheme besides the recovery of the amounts due by the Contractor towards their contribution, penal interest and / or damages as may be levied by the ESO or PR 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 as regards the payment of ESO and EPF dues by the Contractor.

### **28. GOVERNMENT AND LOCAL RULES**

- 28.1. The contractor shall conform to the provisions of all local laws / by laws and regulations relating to the work any pay all fees payable to such authorities for execution of the work involved. IMI NEW DELHI shall not be responsible for such liabilities and claims.
- 28.2. The contractor shall comply with the provisions of all labour legislations including the requirements of:
  - i. Payment of Wages Act
  - ii. Workmen's Compensation Act
  - iii. Contract Labour (Regulation & Abolition Act, 1970 & Central Rules, 1971) Act.
  - iv. PF & ESI Acts
  - v. Prevention of Child Labour Act, (No child labour shall be employed by the Contractor)
  - vi. Indian Contract Act.
- 28.3. The approval from any authority required as per statutory rules and regulations of Central / State Government shall be responsibility of the contractor.



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### **29. FIRST AID**

- 29.1. The contractor shall provide necessary First Aid Facilities to his personnel.
- 29.2. If IMI NEW DELHI provides, entirely at its discretion, any of these facilities, the cost of such support as worked out by IMI NEW DELHI shall be recovered from the contractor.

### **30. GENERAL**

- 30.1. The contractor shall furnish in writing the list of persons to be deployed by him. He shall not engage persons below 18 years of age. All workers are to be in uniform having contractor's logo while working in the Mess during duty hours and while inside the Mess Complex. The workers will also wear identity cards issued by the contractor, which would be displayed prominently. All workers are to be neatly dressed with hair trimmed and nails properly cut. All cooks have to wear Head Cap. Quarterly medical checkup of all workers are to be carried out by the Contractor and report to be given without fail to General Administration on 10<sup>th</sup> April, 10<sup>th</sup> July, 10<sup>th</sup> September and 10<sup>th</sup> January. The Contractor will provide accommodation for his/her workers outside the Campus. No workers including those working in Night Mess would be permitted to reside in the Campus.
- 30.2. If any dispute arises with regard to the interpretation of any terms of this contract, the Institute's decision in this regard would be final and binding.
- 30.3. Damage caused willfully or through gross neglect to any of the IMI NEW DELHI issued materials / equipment / tools by the contractor shall be made good by the contractor at his own cost, failing which the actual cost as worked out by IMI NEW DELHI shall be deducted from contractor's running account bill.
- 30.4. The tenderer shall take into consideration all statutory obligations including the liabilities towards Gratuity/ Retrenchment Compensation, Leave / Holidays wages, etc., and give his rates accordingly.
- 30.5. The Contractor shall also ensure that all the persons deployed by him in the Mess or IMI NEW DELHI premises have no criminal background and are free from court cases and other legal complexities. If any of the workers employed by the contractor is found indulging in acts subversive of discipline, the same will be brought to the knowledge of the Contractor and he shall arrange for replacement of such personnel.
- 30.6. It shall be clearly understood that the personnel to be deployed by contractor are their own workers and they have no binding whatever with Institute.
- 30.7. The Contractor shall indemnify the Institute from all liabilities arising out of deployment of personnel and other related issues thereto.
- 30.8. Institute will not entertain any request for revision of rates in the first 2 (two) years of the contract period even on the pleas of cost escalations including due to any upward revision in the minimum rates fixed by the Regional Labour Commissioner, Government of India or the State Government during the subject contract period. If any request for revision of rates, duly supported by documental evidence of substantial cost escalation, is made after 2 years of contract, it will be examined by the General Administration or any other mechanism set up by the Institute for this purpose. The decision of the Institute on this request shall be final and binding on the contractor.

### **31. QUANTITY VARIATIONS**

The quantities indicated in the tendering document are approximate and may vary to any extent individually. No revision of schedule of rates will be permitted for such variations.

### **32. ARBITRATION**

- 32.1. This Clause has to be read in conjunction with Section 5.12 of GCC.
- 32.2. A dispute arising out of this contract shall be settled as per the Arbitration and Conciliation Act 1996 of the Govt. of India.
- 32.3. In the event of any dispute as to the interpretation of any of these presents, such dispute shall be settled through mutual negotiations or by appointing an Arbitrator mutually agreed upon or an Arbitrator from panel of Arbitrators on Indian Council of Arbitration.
- 32.4. In the event of a reference made to an Arbitrator, the decision of the Arbitrator shall be final and binding on both the parties of this agreement and shall not be called into question.
- 32.5. Subject as aforesaid, the Arbitration & Conciliation Act, 1996, shall apply to the arbitration proceedings under this clause and such arbitration shall take place in Delhi.
- 32.6. The Costs of and in connection with arbitration shall be decided by the Arbitrator at his sole discretion, who may make a suitable provision for the same in his award.

### **33. CONSTITUTION OF THE CONTRACTOR**

- 33.1. The contractor shall not change the composition during the currency of the contract without the prior approval of the Institute. Any happening like Death Resignation of any partner, Directory member shall be notified within 3 working days of such happening, in writing to INTERNATIONAL MANAGEMENT INSTITUTE, NEW DELHI. On receipt of such notice, the Institute reserves the right either to terminate or continue the contract. In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the Contractor, the Institute reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due or accrued to the Contractor.
- 33.2. The contract shall be awarded on the basis of "PRINCIPAL-TO-PRINCIPAL" and the Contractor shall be deemed to be an independent Contractor engaged for the performance of services / work job in the manner and to the extent provided in these presents.
- 33.3. None of the workmen engaged by the contractor shall have any claims against the Institute in respect of the execution of the contract and the Contractor undertakes to indemnify the Institute against loss suffered on account of any such claims.

### **34. SUBLETTING**

The Contractor shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Institute.

### **35. LAWS GOVERNING THE CONTRACT**

The contract will be governed by the Laws of India in force from time to time and as amended or made from time to time.

### **36. RECOVERY OF COST OF DAMAGED PROPERLY**

- 36.1. The contractor shall comply with all operational, fire and safety rules and regulations framed by the Institute and made applicable to the whole or part of the Institute premises where the

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Contractor or their designated person is operating under this Agreement. The Contractor shall make good to the satisfaction of the Institute any loss or damage due to any of the Institute's existing property. In the event of any of their staff/workmen violating the said rules and regulations or in any way becoming objectionable to the Institute, the Contractor shall remove them from Institute's designated premises forthwith.

- 36.2. The Institute through its designated officers will carry out periodic inventory of all the aforesaid articles. Any discrepancy found at the time of taking inventory, will be notified to the Contractor by the Institute and such other assets entrusted to him for running the Catering and Mess facilities. All the repair charges will have to be borne by the Contractor. In regard to natural wear and tear of such items, the decision of the Institute shall be final and binding on the Contractor.

### **37. PENALTY**

#### **37.1. PROMPT, PUNCTUAL EFFICIENT, SAFE, COURTEOUS AND QUALITY SERVICE**

- i. The Contractor shall comply with all the terms and conditions and ensure supply of the prescribed quantity and quality of food items during the service timings and in the event of any failure or breach of any of the conditions by the Service Provider and in case of deterioration in the quality of the food items or reduction in the quantity thereof, IMI NEW DELHI shall be at liberty to levy penalty for such breach, as determined by the Institute, whose decision of the penalty shall be final and binding.
- ii. In case of failure to carry out the service to the satisfaction of IMI NEW DELHI, it will be free to get the service done by any other agency at the cost and risk of the Contractor.
- iii. If the Contractor is not fulfilling the terms and conditions of the Contract or in case of any misconduct by the workmen of the Contractor (which the Contractor has not remedied in spite of the same being reported to him by IMI NEW DELHI), IMI NEW DELHI reserves the right to terminate / cancel the agreement either partially or fully by giving 3 (three) months' notice, and without any liability to IMI NEW DELHI.

- 37.2. Sub-standard quality of raw materials found by the institute's authorized / designated officials once reported should be removed and replaced in total. The quality of the ingredients to be used will be determined based on the first quality sold in the market.

- 37.3. If the contractor repeatedly fails to ensure the quality of the raw material, the Institute, in order to ensure quality, has the right to name a departmental store/super market from where the Contractor should purchase the raw material at his own risk and cost.

- 37.4. If it is found that the contractor is using other than the specified brand or uses inferior quality/size, vegetables, fruits, tea leaves, provisions, cooking oil, etc., a penalty to the extent of 1% of the day's collection will be levied on the contractor on each such item separately for each occasion. Besides, inferior ingredients are liable to be removed from the premises of the Mess at the contractor's risk and cost.

- 37.5. If the contractor fails to provide service at any location for any period for any reason and if adequate quantity of food is not served, a penalty of 1% of the day's collection will be deducted. In addition the Contractor should also immediately make good the shortage.

- 37.6. If it is found that there is laxity on the part of the contractor on maintenance of proper hygiene in Mess operations at the kitchen/dining halls in various service points/transport vehicles / personnel handling the food items / surroundings. Leaving or storing the crockery / cutlery in places other than the proper locations, stains found due to improper

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cleaning of plates, utensils, water jugs, water glasses, serving platforms etc, penalty may be levied for each of such violations. The decision of the IMI NEW DELHI is final and binding on the contractor.

- 37.7. Penalty may be levied if changes in the menu are made without prior notice / permission.
- 37.8. Penalty may be levied for delays in service.
- 37.9. Penalty may be levied if a worker is not found in proper/ Dirty uniform or with bad turnout without proper haircut, nail trimming, etc.
- 37.10. If IMI NEW DELHI find that the Mess services are supplied to any unauthorized personnel, penalty will be imposed on the contractor.

**38. SECURITY**

- 38.1. The Institute being a restricted area, entry into the campus shall be restricted and controlled through checking the identity cards of the workers by an authorized officer of the Institute. The contractor shall arrange to obtain through the Administration, well in advance, all necessary entry permits / gate passes for temporary labour and entry and exit of the men and materials shall be subject to rigorous checking by the security staff.

**39. THE INSTITUTE DOES NOT BOUND BY PERSONAL REPRESENTATIONS**

The contractor shall not be entitled to any increase on the quoted rates or any other rights or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person.

**40. UNDERTAKING**

- 40.1. I/ We have read and agree to adhere by all terms and conditions of the same.
- 40.2. I/We here by state that none of the employees of my / our organization is a relative of any employee of IMI NEW DELHI and that none of the employees of IMI NEW DELHI is a beneficiary of my /our organization including in the capacity as part-time employee, agent, partner or shareholder.

**Signature of the Tenderer with official Seal**

## 7. Profile of the Firm

1	Name of the firm (In capital letter)	
2	Complete Postal Address	
3	Telephone No Fax No E-mail	
4	Is the firm proprietary / Partnership Public Ltd. IPvt. Ltd. Others (specify)	
5	Names of Proprietor or Partners / Directors Mobile No Email	
6	Brief description of work carried out by the firm in last five years with name of clients, nature and value of work done for each. (Please attach extra sheet if necessary).          	
7	Is the firm registered with any Central Government State Govt./Semi Gothic Govt. undertakings/ Municipal Corp. GumastalDept. of Labour/Dept. of Small Scale Industries If so furnish details of registration.	
8	Details of existing manpower deployed in Catering and Mess services	
9	Has the firm been black listed by any Organizations, if so attach the details of the same.	
10	PAN number	

I hereby certify that the above-mentioned particulars are true and correct.

Date: Seal and Signature of the Tenderer

## 8. Technical Bid (PART-A)

Technical Bid separate sealed cover super scribed as Tender for Catering and Mess Services at IMI NEW Delhi" - Part 'A'

The technical bid that will be submitted by the bidder should consist of the following three components in the sequence given below:

1. EMD: Demand draft of Rs 10,00,000/- (Rupees Six Lakh only) in favour of International Management Institute New Delhi, payable at Delhi towards Earnest Money Deposit.
2. An envelope containing certified copies of all the documents specified in Eligibility Criteria and Profile of the firm of the Notice Inviting Tender.
3. Envelope containing all the relevant information, which forms part of Tender document. The information provided in the Tender will be used for understanding and assessing /evaluating the quality of offer being proposed by the bidder.
  - 3.1 Comprehensive operational plan designed and proposed by the bidder for IMI New Delhi to render Catering and Mess services.
  - 3.2 Complete details related to manpower that will be deployed (number, ranks, experience, reporting structure, qualification etc.)
  - 3.3 Documents and description pertaining to extent and quality of experience in providing hospitality services, list of premier/large clients with details of size of contracts in operation or completed, client satisfaction certificate, organizational process of inducting and training the manpower, hygiene enforcement process and methods.
  - 3.4 Information relevant for assessing on the ability expertise of the bidder for guiding advising in modernizing the infrastructure, kitchen design, latest equipment choices etc.
  - 3.5 Clear indication of brands of various materials that will be used for food and beverages, cleaning, toiletries, etc. The brand should be good and reputed.
  - 3.6 Transition takeover plan that is proposed.

All the above information should be organized in a logically structured form and submitted as a part of Tender with an index. Bidder is free to add any information that can help in assessing technical quality of the solutions proposed.

## 9 Financial Bid (PART-B)

Menu brief for Students & Staff: **Standard Category**

Items	Weekdays	Menu	Suggestions
Break Fast	08:00Hrs - 10:00Hrs	a) Cornflakes Wheat flakes with milk (hot or cold) b) Fresh fruits c) Eggs to order (Boiled/Scrambled/Omelette) d) Slices of plain bread (White/Brown) & toasted, Jam, Butter & preserves of Kissan/Amul/Mothers Dairy! e) Idli-sambhar or Dosa or Vada-Sambhar Stuffed paratha or Chole Bhaturey f) Tea/Coffee/Milk-Bournvita /Horlicks/Equivalent	Dalia Idli/vada with sambar & chutney Poha Puri-Sabzi Pav Bhaji Upma
Lunch	13:00 Hrs - 15:30 Hrs	a) Rice-Plain or Jeera or Biryani or Pulao or Equivalent b) Roti-Plain Tawa or Tandoori or Naan or Paratha c) Chinese-Chowmin, Pasta (Weekly one/two times) d) Daal fry / Daal Makhani e) Papad or Frymes or French Fries or Pakodas f) Salad- Green Salad/Russian/Pasta g) Pickles <b>(Two Types)</b> h) One Seasonal vegetable dry and One Vegetable with gravy i) Plain Curd or Raita j) Lassi/Butter Milk/Fruit Shakes - Equivalent k) Sufficient quantity of Fresh Seasonal Fruits of excellent quality/Sweets l) Sauf/Mishri	Ice Cream Jalebi Soan Papdi Gajar Halwa Gulab Jamun/Balu Shahi Saag and makie roti in winters Chole Bhature (Sundays)
Evening Tea & Snacks	17:30 Hrs- 18:30 Hrs	a) Samosas/Vadas/Kachori/Sandwiches/Paneer Pakodas should be served with Sauce/Chutney (b) Good quality of Tea & Coffee	Honey Chilli Potato/Veg Burger/Bread Roll Patties Pasta/Chowmein Dhokla Mix Veg Pakoras Bread Pakora
Dinner	20:00 Hrs- 22:00 Hrs	a) Rice-Plain or Jeera or Biryani or Pulao or Equivalent b) Roti-Plain Tawa or Tandoori or Naan or Paratha c) Chinese-Chowmin, Pasta (Weekly one/two times) d) Daal fry/Daal Makhani e) 1 Non Veg item (3 days/week i.e Monday/Wednesday/Friday)(Eggs/Chicken/Mutton/Fish) f) Papad & Pickle g) Salad- Green Salad/Russian/Pasta h) Pickles (Two Types) i) One Seasonal vegetable dry and One Vegetable with gravy j) Plain Curd or Raita k) Sweet Dish (includes Ice-Cream, Pastries) l) Saunf/Mishri	Soups in winters Moong Dal halwa/aata halwa Sewai kheer Custard Rice Kheer

- Tea/coffee, biscuits, readymade snack, fried snacks etc, should be made available between 06:00 am to 10:00 pm in hostel mess.
- Raw cooking materials such as atta, rice, cooking oil, butter, wheat flour, grams, vegetables etc are have to be of branded quality and will be checked by the mess supervisor & mess committee.

Menu brief on Special Occasions: **Deluxe Category**

Items	Menus	Rates excluding service tax
High Tea	a) Pastry (Black Forest or Pineapple or Chocolate or Butter Scotch) b) Veg Pakoda (Paneer/Cheese) or Kachori or Samosa or Veg Cutlet or fried Snacks c) Biscuits (Bakery/Monaco/ Parle/Krackjack/Sunfeast) or Wafers (branded) with different flavours. d) Patties and Cakes e) Tea/Coffee (Nescafe) f) Cold Drinks/ Fruit Juice g) Roasted dry fruits such as Cashew & Almonds	
Special Lunch/Dinner	a) Veg Soup-Hot & Sour, Sweet Corn, Clear, Tomato, Mushroom, Vegetable b) Non-Veg Soup- Chicken etc c) Rice- Plain or Jeera or Pulao d) Roti-Plain Tawa or Tandoori or Naan e) Two Non-Veg item (chicken, Mutton, Fish, Prawn, Eggs) f) Green Salad and Sprouts g) Dal fry/Dal Makhani h) 1 item of Paneer with gravy i) 1 Vegetable dry j) Plain curd or Raita k) Pickles & Papad l) Sufficient quantity of Fresh Seasonal Fruits of excellent quality. m) Sweet / Ice Cream/Pudding n) Saunf & Mishri o) <b><i>Veg/ Non Veg Starters only for dinners</i></b>	
Evening Tea / Snacks etc	Good quality of Tea/coffee along with Biscuits/Cookies & Wafers	

Menu brief for Faculties/Guests – **Executive Category**

Items	Weekdays	Menus	Rates excluding service tax
Break Fast	07:30 Hrs – 09:00 Hrs	a) Cornflakes / Wheat Flakes with milk (hot or cold) b) Fresh fruits c) Eggs to order (Boiled/Scrambled/ Omelette) d) Slices of plain bread (White /Brown) & toasted, Jam Butter & preservers of Kissan/Amul/Mothers Dairy e) Idli-sambhar or Dosa or Vada-Sambhar or Stuffed paratha or Chole Bhaturey f) Tea/Coffee/Milk-Bournvita/ Horlicks/Equivalent	



Lunch	12:45 Hrs - 14:15 Hrs	a) Veg Soup-Hot & Sour, Sweet Corn, Clear, Tomato, Mushroom, Vegetable b) Rice-Plain or Jeera or Biryani or Pulao or Equivalent c) Dal fry/Dal Makhani d) Roti-Plain Tawa or Tandoori or Naan or Paratha e) Papad and Pickles f) Salad- Green Salad/Russian/Sprouts/Continental g) One Seasonal vegetable dry and One Vegetable with gravy h) One Non-Veg item (Chicken, Mutton, Fish, Prawns, Eggs) i) Plain Curd or Raita j) Lassi /Butter Milk/Fruit Shakes – Equivalent k) Sufficient quantity of Fresh Seasonal Fruits of excellent quality. l) Sweet Dish-White Rasgulla/Ice-cream etc m) Sauf/Mishri	
Evening Tea/Snacks	16:30 Hrs- 18:00 Hrs	a) Samosas/Vadas / Kachori / Sandwiches/ Paneer Pakodas should be served with Sauce/Chutney b) Good quality of Tea & Coffee	
Dinner	20:00 Hrs- 22:00 Hrs	a) Veg Soup-Hot & Sour, Sweet Corn, Clear, Tomato, Mushroom, Vegetable b) Rice-Plain or Jeera or Biryani or Pulao or Equivalent c) Roti-Plain Tawa or Tandoori or Naan or Paratha d) Papad & Pickle e) Dal-Yellow/Makhani/Tadka f) Salad- Green Salad/Russian/Pasta g) One Seasonal vegetable dry and One Vegetable with gravy. h) One Non-Veg item (Chicken ,Mutton, Fish, Prawns, Eggs) i) Plain Curd or Raita j) Sweet Dish (includes Ice-Cream, Pastries) k) Saunf / Mishri	

***Tea/Lunch/Dinner for Super Deluxe Meetings (The quantity of items will be premium and limited):***

Items	Menus	Rates excluding service tax
High Tea	a) Premium quality Pastry b) Veg Cutlet/ Spring rolls or fried Snacks c) Premium Cookies and Wafers (branded) d) Brown/Whole Wheat/White Bread Sandwich or Patties e) Tea/Coffee (Premium brand) f) Cold Drinks/ Fresh Fruit Juice/ Tropicana/ Real g) Roasted dry fruits such as Cashew & Almonds (premium Quality)	

Special Lunch/Dinner	a) Veg Soup b) Non-Veg Soup c) Green Salad and Sprouts d) Rice- Plain or Jeera or Pulao e) Roti-Plain/ Tandoori/Parantha/Naan f) Two Non-Veg item (chicken, Mutton, Fish, Prawn, Eggs) g) Dal/Chhole/Rajma h) 1 item of Paneer with gravy i) 1 seasonal vegetable dry j) Dahi Vada or Raita k) Pickles & Papad l) Exotic Fruits of excellent quality. n) Sweet / Ice Cream/Halwa etc. o) Mouth fresheners like Saunf Mishri p) <b><i>Veg/ Non Veg Starters only for dinners</i></b>	
Evening Tea / Snacks etc	Tea/coffee (Premium Brand) with Premium Cookies/Biscuits & Wafers (Branded)	

## Tea/Coffee and Snacks for Routine Meetings -

S. No.	Particulars	Rates excluding service tax
1	Tea /Black Tea	
2	Coffee	
3	Green Tea	
4	Lemon Tea	
5	Soups (Tomato / Clear Veg. / Hot & Sour / Sweet Corn etc.)	
6	Freshly prepared Drinks (i) Lassi (ii) Butter Milk (iii) Lime Juice (iv) Fresh Juices	
7	Tea / Coffee with cookies, wafers & 8 pieces Roasted Almonds / Cashew	
8	Tea / Coffee, freshly prepared Snacks *	
9	Tea / Coffee, freshly prepared Snacks , Sweet Dish**, Roasted Almonds / Cashew	

\* **Freshly Prepared Snacks** - Sandwich (Plain, Grilled, Toasted), Samosa / Pakoda (Veg, Paneer) etc.

\*\* **Sweet Dish** - Cup Cake / Pastry / Brownie / Sweet etc.

## Annexure: D Suggestive Brands

Sno	Item	Brand
1	Vegetable Oil	Sundrop, Fortune, Saffola, Dalda
2	Desi Ghee	Milk food, Mother Dairy, Amul, Anik, Verka
3	Rice	Dawat, Kohinoor, India Gate, Dubraj
4	Wheat	Aashirvaad, Shaktibhog, Annapurna, Aahar
5	Masala	MDH, Everest, Suruchi, Catch,
6	Milk	Amul, Mother Dairy, Paras
7	Butter/Cheese	Amul, Britannia, Vijaya
8	Jam	Kissan, Tops
9	Biscuits	Parle, Britannia
10	Fruit Juice	Tropicana, Real, Minute Maid
11	Wafers	Lays, Uncle Chips, Haldiram
12	Bread & Buns	Britannia, English Oven, Harvest
13	Cornflakes	Mohan, Kelloggs

**Note: Vendor is advised to suggest any other equivalent brand subject to the approval from the client**

## 10 Bid Evaluation Scheme:

It may be noted that the tenderer will be selected on the basis of ranking and evaluation of Technical and Financial bids by a committee and the committee's decision would be final. The procedure for selection of the party/agency shall be based on **Quality & Cost base selection** system for evaluation by the committee. Please refer Evaluation Sheet Format to understand the process of evaluation of Technical bid and Financial Bid. For successful bidder, process of selection would be as under:-

- a) Tenderers meeting Eligibility Criteria and Check List will be only considered for further process of tenders.
- b) **Part A- Technical Evaluation:** The bidders have to submit the documents mentioned in Technical Bid Structure. Qualifying tenderers will be considered eligible for Part B – Financial Bid Processing.
  - i. **EMD:** Pay Order/Demand Draft of Rs 10, 00,000/- (Rs Ten Lakh only) in favour of International Management Institute, payable at Delhi.
  - ii. **Years of Existence of Firm:** The firm must have been registered not later than 2008-2009 in the similar line of business. Experience in other than this field will not be considered. Adequate documentary evidence is mandatory.
  - iii. **Solvency Certificate:** Fresh solvency certificate of Rs 2 Crore from a scheduled or nationalised bank.
  - iv. **Client List /Performance Certificate:** As per Clause 2 (Eligibility Criteria).
  - v. **Turnover:** The minimum annual turnover of the firm in the last three financial years should not be less than Rs 2 Crore per annum in single case from the Catering and Mess Services. Documentary evidence is mandatory.
  - vi. **Certificates:** The firm should possess statutory requirement such as Labour License, municipal Food License, FSSAI, PF, ESIC, Sales Tax, Service Tax, Shop & Establishment Registration Certificate and PAN Card for their existing business.
  - vii. **Income Tax Returns:** Copy of Last Three Years.
- c) **ISO Certificate:** ISO -22000:2005 certifications.
- d) **Part B- Presentation by Technically Qualified Bidders**

The technically qualified bidders are required to make the presentation of not more than 15 mins on the parameters mentioned in the format below. The parameters will be used to evaluate the tenderer's credentials to serve the Institute as per the requirement. The score gained will be considered in the final score of the tenderer.

S.No.	Description	Maximum Marks	Marks Obtained
01	Takeover Plan	5	
02	Resourcefulness	10	
03	Trained Manpower	5	
04	Experience in providing services to Govt/PSUs/Corporate etc.	10	

e) **Part C- Financial Bid Evaluation**

The Institute will open the financial bids of technically qualified bidder.

**Catering and Mess:**

The rates quoted for Standard Category, Deluxe Category, Executive Category and Routine Meeting as defined above will only be considered for scoring under Catering and Mess category.

## Scoring of Financial Bids for Catering and Mess

The scores for financial bids will be computed as below.

$$\text{Normalize Financial Bid Score} = \frac{(\text{Lowest Tender Price in the Category}) * 10}{\text{Tender Price Quoted by respective tenderer}}$$

The above formula can be explained as below.

Rate quoted for **Standard** Category (**Example**)

Name of the Party	Rate for Executive Category in Rs
x	300
y	460
z	380

The normalized score for Standard Category would be as follows:

Party	Score
x	<b>10</b>
y	6.5
z	8

**Example**-Normalization Calculation:  $(300*10)/380 = 8$

**It may be noted that lower the price, higher the score.**

The above scores will be multiplied by the weightage as below :

Menu Pattern	Weightage
Standard Category	50
Executive Category	10
Deluxe Category	10
Routine Meeting Category	10

Party	Score	Weightage (Standard Category)	Total Score= $\frac{(\text{Weightage} * \text{score})}{10}$	Scores
x	10	50	50	5
y	6.5	50	32.5	5
z	8	50	40	5

**\*Note: above formula will be the applicable for other categories according to their respective weightage.**

The composite ratings of Technical Bids and Financial Bids will be as below:

S.No.	Particulars	Total Score
01	Presentation	20
02	Financial Bid	80
	<b>Total Score</b>	<b>100</b>

**f) Part D-** Successful Tenderer will be the one who has maximum score in **Part C Evaluation**.

## 11. Declaration Letter

The Registrar  
International Management Institute  
B-10 Qutab Institutional Area, Tara Crescent  
New Delhi 110 016

Dear Sir,

**Sub: Enquiry regarding Catering and Mess Services at IMI Delhi**

With reference to the above, I / we am/are offering for rates for the above Services.

I / we hereby reconfirm and declare that I / we have carefully studied the tender document including instructions, terms & conditions, specifications, and all the contents stated therein.

Further I / we accept all the terms and conditions of the tender documents in bid form and this acceptance shall prevail over any other conditions, if any given in our bid.

The rates quoted are inclusive of all duties, GST/taxes, packing, forwarding, transportation, insurance and any other cost incidental to delivery of services in the IMI New Delhi campus situated at Qutab Institutional Area, Tara Crescent, New Delhi 110 016

I/We have inspected the cook house and Dining Area.

I / we will be liable for forfeiture of my / our "SECURITY DEPOSIT /EMD" to IMI New Delhi, in case I / we could not execute the awarded work. I / we will execute the work as per the rates quoted in the attached schedule for the entire period of contract and are also bound to undertake work within 15days or the date specified in the letter of intent.

I / we have not been blacklisted by any of the firm / government agency.

Earnest Money of Rs 10,00,000/- (Rupees Ten Lakh only) in the form of Demand Draft /Pay Order in favour of International Management Institute, New Delhi is enclosed herewith.

Thanking you,

Yours faithfully,

Signature (Name)

Encl: As stated

## 12. Check List

Only those parties who are fulfilling basic eligibility criteria will be considered for the further stages.

**Following basic eligibility criteria may be checked before submitting the offer:**

S. No.	Details	Yes / No
1	Earnest Money Deposit of Rs 10,00,000/- (Rupees Ten Lakh only) in form of demand Draft is enclosed. Name of the firm is written on the backside of the Demand Draft for EMD.	
2	Minimum 05 years of experience in Institutional Catering and Mess activities in a large reputed educational institution such as IIMs, IITs, IISERs, Central Universities, or other reputed Institution.	
3	The firm must have been registered during the financial year 2016-17 in the similar line of business or earlier.	
4	Performance certificate or recommendation from at least three reputed organizations / educational institutions where they have been providing similar services since last two years.	
5	Fresh Solvency certificate from scheduled or nationalized bank for up to Rupees 2 Crore.	
6	Copy of last three year's Annual Accounts, certified by a Chartered Accountant with a minimum turnover of Rupees <b>Two Crore</b> per annum in Catering and Mess services	
7	Copy of last three year's Income Tax Return in Financial year: 2014-15 2015-16 2016-17	
8	Should possess statutory requirement such as labour license, Municipal Food License (FDA), PF, ESIC, Sales Tax, Service Tax, Shop and Establishment Registration Certificate and PAN card for their existing businesses.	
9	The firm should have valid ISO 9001-2008 certification.	
10	The firm has to bid for all the items mentioned in the tender document.	
11	Submitted duly filled and signed Declaration letter.	
12	Name and address of the Tenderer, enquiry no. and date is written separately on all the envelopes i.e. envelope containing EMD, envelope containing enquiry documents etc.	
13	The rates have been quoted both in figures and words	
14	The offer is not conditional	
15	The Tenderer signs and seals on each page of the Tender documents	
16	Corrections/overwriting if any have been encircled and fresh entries made with full signature on such corrections/overwriting	

18	Whether single rate is quoted for the required items according to its specifications. (Under no circumstances 2 rates should be quoted for variation in specification and quality)	
19	The envelope containing offer is sealed and addressed to "The Registrar, International Management Institute, B-10 Qutab Institutional Area, Tara Crescent, New Delhi 110 016	