भारतीय प्रौद्योगिकी संस्थान गुवाहाटी INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI



TENDER DOCUMENT FOR MESS CATERING SERVICE IN HOSTELS JUNE, 2024



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TENDER DOCUMENT

Name of works:

Inviting Service Providers/Caterers for providing mess catering services in various Hostels of the Institute on a fixed rate decided by the Institute

Authenticity:

This document consists of total 80 pages and all pages are numbered consecutively

GUWAHATI - 781 039 Date: 12.06.2024





TENDER NOTICE AND TENDER FEE

Last date for submission of Tender: 03rd July, 2024

Notice inviting tender from experienced catering companies to cater food in the hostels of IIT Guwahati at its permanent campus in Guwahati, Assam. The details of the hostels are given in the schedules. The tender document can be either obtained in person from the HoS, Students' Affairs' Section, IIT Guwahati, Guwahati - 781039 by submitting a Demand Draft for Rs. 10,000.00 (Ten thousand rupees only) (Non-Refundable) drawn in favor of "Hostel Affairs' Board, IIT Guwahati" payable at Guwahati, or downloaded from https://iitg.ac.in/iitg_tenders_all on or before 03rd July, 2024. Those who download the tender document should hand over/send the DD for Rs. 10,000.00 (Ten thousand rupees only) (Non-Refundable) to the HoS, Students' Affairs' Section while submitting/sending the completed tender document.

The duly signed and sealed tender documents shall be either sent to the HoS, Students' Affairs' (SA) Section, IIT Guwahati, Guwahati, Guwahati-781039 by speed-post/courier, or submitted at Students' Affairs' Section, IIT Guwahati, on or before 03rd July, 2024. IIT Guwahati will not be responsible for any delay or loss of tender sent by post/courier. The list of Service Providers who have submitted the bid along with the valid tender fee (i.e qualified bidders) will be displayed on 09th July, 2024. The final selection of the caterers will be based on a weighted criteria system. The date of the interview is 15th & 16th July, 2024.

The decision of IIT Guwahati will be final in awarding the contracts.

HoS Students' Affairs' Section, IITG





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HOSTEL AFFAIRS' BOARD

EXPRESSION OF INTEREST (TENDER) FOR CATERING SERVICE IN HOSTELS

IMPORTANT DATES:

Date of sending the notifications	: 12 th June, 2024
Last date of Tender submission	: 03 rd July, 2024
Display of list of qualified Service Providers	: 09th July, 2024 on Students' Affairs' Notice Board and Institute Website
Date of interview	: 15 th & 16 th July, 2024
Cost of Tender document	: ₹ 10,000.00 (Rupees Ten Thousand only) (Non-refundable)

Date:12.06.2024





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BID SECURITY DECLARATION FORM 80





DEFINITIONS AND INTERPRETATIONS

DEFINITIONS: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

1. IITG

Shall mean Indian Institute of Technology Guwahati, Address: IIT Guwahati, Guwahati, Assam 781039.

2. HAB

Shall mean Hostel Affairs' Board, represented by its Chairperson, Hostel Affairs' Board and other authorized representatives.

3. CATERER/MESS SERVICE PROVIDER

Shall mean the successful tenderer/contractor/firm/organization to whom the contract has been awarded which expression shall unless the context otherwise requires, include his legal heirs, executors, administrators and assigns.

4. CONTRACT/CONTRACT AGREEMENT

Shall mean and include the following:

Notice inviting tender; tender document containing general instructions to the service provider and conditions of contract; scope of work; clauses of contract, etc., documents furnished by the service provider; Letter of Intent; Work order; all related Acts and Rules specified in the tender document; and/or any other correspondences of negotiations and the price bid, all related correspondence letters.

5. WORK/JOB/SERVICE

Of the Caterer shall mean and include preparing the food items, serving at messes and other responsibilities as specified in the scope of service.

6. CONTRACT PRICE

Shall mean the sum/sums referred to in the contract agreement under Price bid or in the work order/letter of Intent.

7. MONTH

Shall mean calendar month.

8. HMC

Shall mean Hostel Management Committee

9. SMC

Shall mean Services Management Committee

10. Mess: Shall Mean Hostel Mess, where the caterer is to serve food.









TENDER SCHEDULE

(To be read along with Schedules A, B, and C) Important Conditions of the Tender to be abided by the caterer

1.0 General Terms & Conditions:

- 1.1 Letter of transmittal and forms for technical bid are attached.
- 1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, a reference to the same should be given against respective columns in such cases. If any particulars/query is not applicable in the case of an applicant, it should be stated as '*Not Applicable*'. However, the applicants are cautioned that not giving complete information asked for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegram, telex or e-mail and those received late will not be entertained.
- 1.3 The application should be typewritten. The applicant's name, signature and official stamp should appear on each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any shall be made by neatly crossing out, initialing, dating and rewriting. All pages of the technical bid document shall be signed, numbered and submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by a responsible person.
- 1.6 The applicant is advised to attach any additional information, which he/she thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after pre-qualification document is submitted, unless the Institute calls it for.
- 1.7 Prospective applicants may seek clarification regarding the work and/or the requirements for technical bid, in writing within a reasonable time. The applicant can visit the HAB Office between 10.00 am to 2.00 pm on any working day before the last day of submission of tender. Any clarification given by the Institute will be hosted in the website of the Institute. No request for clarification will be considered after receiving the technical bid documents.

2. Eligibility to participate in the Tender:

- 2.1 A caterer willing to participate in the tender should have rendered catering services of providing breakfast, lunch, and dinner continuously for at least three years in reputed educational institutions/establishments/organizations.
- 2.2 Not more than one tender shall be submitted by one Service Provider having business relationship. Under no circumstances will father/mother and his/her son (s)/daughter(s) who have business relationship with one another (that is when one or more partner/director are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenderers of both parties liable to rejection.





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3. Method of Application:

- 3.1 If an individual makes the application, it shall be signed by the proprietor above his full typewritten name and current address.
- 3.2 If the application is made by a proprietary company, it shall be signed by the proprietor above his full typewritten name and the full name of his company with its current address.
- 3.3 If the application is made by a company in partnership, it shall be signed by all the partners of the company above their full typewritten names and current address, or alternatively by a partner holding power of attorney for the company. In such a case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the company shall also accompany the application.
- 3.4 If the application is made by a limited company or a corporation, it shall be signed by a duly authorized person holding power of attorney for signing the application. In such a case, a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the prequalification application is filed.

4. Site Visit:

The applicant is advised to visit and examine the site of work (mess of the hostels) and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the prequalification application. The site visit should ideally happen in the presence of HMC/SMC/students(s) nominated by the warden of the respective hostel. The warden of the respective hostel may be contacted beforehand to fix up an appointment and to nominate the student representatives for the visit. The cost of visiting the site shall be at applicant's own expense.

5. Authority to sign:

The Service Provider must duly sign all pages of the tender along with the enclosures. They should sign above the full type-written name and current address along with seal of the company.





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SCHEDULE A: BASIC TECHNICAL DETAILS

1. Security Deposit (SD):

- 1.1 The applicant should submit a Bid Security Declaration as per enclosed Form O.
- 1.2 A Security Deposit (SD) as per the following table for each hostel mess is to be deposited by the caterer in the form of a demand draft drawn in favor of "Hostel Affairs' Board, IIT Guwahati" payable at Guwahati, to execute the contract document at the beginning of the contract period. No interest is payable on the Security Deposit.

Hostel Mess	Security Deposit Amount (in Rs.)
Category 1	5 Lakhs
Category 2	8 Lakhs
Category 3	10 Lakhs

2. Submission of Tender and Technical Documents:

- 2.1 The tender document can be downloaded from the website of the Institute i.e. <u>www.iitg.ac.in/tenders</u>. The tender fee should be paid by way of demand draft in favor of "Hostel Affairs' Board, IIT Guwahati" payable at Guwahati. The Demand Draft should be submitted along with the Technical information.
- 2.2 A tender in the form of this tender can be submitted on all working days. The due date for the submission of the tender is on or before 03rd July, 2024. If this day is declared as a holiday, the tenders can be submitted up to 5:00 PM on the following working day. All the pages of bid being submitted must be signed and sequentially numbered by the Service Provider irrespective of nature of content of the documents before uploading.
- 2.3 The interested Service Provider meeting the technical criteria are required to submit their tender in sealed envelopes. The tender should contain the following document(s):
 - i. Envelope should be super-scribed: "Technical document for empanelment of caterers for providing mess catering services in the Hostels of Indian Institute of Technology Guwahati." Submitted by: (Name, Address, email and Telephone number of the company) Submitted to: HoS, (Students' Affairs) Indian Institute of Technology Guwahati Guwahati - 781039, Assam. ii. Details of service provider/caterer (See Form A) iii. Letter of transmittal cum undertaking (See Form B) should be attached with the technical document. Technical Sheet Data (See Form M) iv.
 - v. Financial Information (See Form N)
 - vi. Details of all Works of Similar Nature Completed during the Last Five Years or more as on the last date of submission (See Form D)
 - vii. Solvency Certificate (See Form H)
 - viii. Declaration for Accepting Fixed Comprehensive Menu Rate (See Form E)
 - ix. Experience Certificate (See Form D)





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2.4 THE FOLLOWING DOCUMENTS ARE TO BE ENCLOSED WITH THE TECHNICAL BID

- a) Catering (from FDA), food outlet & labor license
- b) Municipal license by Public Health Officer
- c) Details about PF/ESIC registration
- d) Partnership deed, if applicable
- e) Shop & Establishment Registration
- f) Municipal Certificate
- g) FSSAI certificate

Please note that bids without the information and documents mentioned above will be rejected without further consideration.

2.5 An applicant can submit the technical document by registered post/courier/speed post or submit the same in person, so as to reach the designated address by the time and date stipulated. No delay in the submission of the tender for any reason will be entertained.

3 **Compliance/Confirmation**:

Compliance or Confirmation report with reference to the Basic Technical Details (Schedule-A), Terms & Conditions of Catering (Schedule-B) and Details of Menu, Mess Subscription System, and Payment Terms (Schedule-C) should be duly filled, signed, and be included with the tender along with its necessary enclosures.

4 Undertaking:

The Service Provider shall give an undertaking that he/she will comply with all the conditions in the tender documents. For this purpose, the tender documents have to be complete in all respects and duly signed in ink and stamped on each page by an authorized representative of the Service Provider.

5 Genuine proposals:

Submitted tenders in form of original hard copies duly signed in ink on each page will be considered. No photocopied/ certified copies of tenders shall be accepted; if submitted so, the tenders shall be rejected.

6 Alternative proposals:

The caterer shall submit the tender that strictly comply with the requirements of the tender. Any alternatives or modifications shall render the tender invalid. Tender with conditional offers will be considered as invalid.

7 Late submission of Tender:

The tenders received after the due date and time will not be considered, and the same will be returned unopened to the caterer. The Service Provider shall abide by the terms and conditions as specified in this notice/tender.





8 Acceptance and rejection:

- 8.5 IIT Guwahati reserve the right to shortlist/reject any or all tenders and accept the whole or any part of the tender without assigning any reason. A tender that does not fulfill any of the conditions as per this tender or with incomplete documents in any respect will be rejected summarily.
- 8.6 There is no obligation on the part of IITG to communicate with rejected Service Providers.
- 8.7 After acceptance of the tender, the Service Provider shall have no right to withdraw his tender.

9 Hostel details:

- 9.5 The details of the IIT Guwahati hostels and their approximate room strength are given in Table 3.
- 9.6 Prospective caterers are encouraged to visit the hostels to ascertain the available infrastructure during office hours (Monday to Friday).
- 9.7 IIT Guwahati reserves the right to assign any of the hostels to the caterer. A caterer may be selected for services in more than one hostel. In such cases, the caterer should have different setups for different hostels, as per the terms given in the Schedules.

10 Evaluation Criteria:

The tender will be evaluated by Tender Evaluation Committee constituted by the Competent Authority, IIT Guwahati. The tender evaluation will consist of two rounds and total marks for evaluation will be 150. The final selection of the Service Providers and allocation of a hostel to the Service Provider for providing its services shall be based on the following weighted criteria system:

- 10.5 Technical Bid Evaluation (100 Marks)
- 10.6 Interview Round (50 Marks)

The detailed evaluation method for Technical bid is specified below. The total weightage will be 100 in Technical part. Only the technical bids of the bidders, which meet this criterion, would be taken up for detailed evaluation. Each Service Provider meeting the technical bid criteria would be evaluated and given score out of 100 marks as mentioned in Table 1. In the case of non-fulfillment of minimum technical bid criteria in each category of the technical bid, the bid of the respective bidder shall be rejected. The selection for the next round of interview for mess food contract service at various Hostels will be made for those firms who secured at least 40 marks out of 100 marks in the Technical Bids. The top **25 (twenty-five)** caterers who have secured at least 40 marks out of 100 marks in the Technical Bids will be selected for Interview process.

Technical Bid Evaluation (100 Marks): See Table 1

Interview (50 Marks):

Those 25 caterers will be evaluated on the following grounds:

- i. Presentation on overall management of mess services and modus-operandi pertaining to daily functioning of mess.
- ii. Performance record and analysis from the organizations previously served.
- iii. Details of handling any other commercial food outlets with size of outlet and duration of service.
- iv. Details of handling any special or emergency requests like catering to an increased number of diners on short notice etc.

Total marks will be computed as the sum of marks obtained under the Technical Bid evaluation followed by an interview





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round. The Service Providers with the highest cumulative total marks will be selected for providing services at IIT Guwahati. The hostels will be allotted to the caterers at the discretion of institute.

The decision of the Institute will be final and binding for all the caterers/service providers. A successful Service Provider is the one who has passed this final selection process and has a hostel assigned to it for providing its services.

A special preference will be given to women entrepreneurs for girls hostel related services.

TABLE 1

Criteria for Evaluation of Technical Bid.

SI. No.	Particulars	Allocation of Marks	Total/ Maximum admissible Marks	
	Firm's catering experience in years			
	3 years – 5 years	5		
01	> 5 years – 7 years	10	20	
	> 7 years – 10 years	15		
	> 10 years	20		
	Average annual financial turn-over (gross) of the firm (in the last 3 financial years based on ITR filed) ending 31 st March 2023			
	Rs. 50 Lakhs to Rs.100 Lakhs	4		
02	Above Rs. 100 Lakhs and up to Rs. 200 Lakhs	8	20	
	Above Rs. 200 Lakhs and up to Rs. 300 Lakhs	12		
	Above Rs. 300 Lakhs and up to Rs. 400 Lakhs	16		
	Above Rs. 400 Lakhs	20		
	Experience in catering in Govt. Organization/PSU/Govt. funded Educational Institute	e of repute		
03	3 years to 5 years	10	20	
00	5 years to 10 years	15		
	Above 10 years	20		
	Experience in catering in the last one year (FY 2023-24) in Educational Institute of h	nigh repute		
	In students' hostels of IISc, IISERs, IITs, IIMs, NITs, IIITs and Central funded	20	20	
04	Institutes of higher learning			
	In students' hostels of State Govt. Educational Institution(s)	15		
	In students' hostels of any other private institutes of high repute for higher learning	10		
	Strength of individuals served in a single mess in Educational Institute of high repute in the last			
	one year (FY 2023-24) continuously			
05	100 to 250 individuals	5	20	
	251 to 500 individuals	10		
	501 to 750 individuals	15		
	751 individuals and above	20		
	Total Technical Score		100	





11 **Contract Agreement:**

- 11.5 The successful Service Provider shall sign a contract agreement with IIT Guwahati, which will be executed as per the provisions of the stamp act and shall be duly registered.
- 11.6 The Service Provider selected for a Hostel shall be required to sign (with company/Service Provider stamp) and receive a work order from HAB. By accepting the work order from HAB, an individual caterer will be deemed to have entered into an agreement with HAB as the other party whereby the caterer has agreed to accept all the terms and conditions set upon in this tender.

12 **Period of contract:**

- 12.5 The contract will be assigned initially for a period of 2 (two) years, effective from 26th July 2024.
- 12.6 Upon satisfactory performance, the contract may be extended for 1 (one) more year under the same T&C and at the same price.
- 12.7 In exceptional cases, where the services provided by the company are extremely satisfactory during the first three years (Average annual OPI above 4 in all the last 3 years of service provided), the authority may extend the contract period by another one year under the same T&C and at the same price.
- 12.8 The Hostel Affairs' Board shall periodically notify the operational days of the mess under this agreement.

13 Insurance:

The successful bidder must take working insurances towards safety of its workmen.

14 Indemnity Bond:

The Caterer shall indemnify the IITG against all claims for loss or damages or compensation due to the negligence of the Caterer in performing his responsibilities and duties and that may be made by his employees or users or third parties. The Caterer shall indemnify against all losses and claims for injuries, death or damages to any person or property whatsoever which may arise out of or in consequence of the caterer's work and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

15 Removal of Workmen:

The IITG shall be at liberty to object to and require Caterer to remove forthwith from the Work any person employed by the Caterer in or about the operation or maintenance of the Work who in the opinion of the IITG misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the "IITG" to be undesirable and such person shall be replaced by the Caterer without delay by a competent substitute approved by the IITG.

16 Communications to be In Writing:

All references, communications, correspondences made by the "IITG"/the IITG's representative or the Caterer in connection with the Work shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

17 Use of Premises:

The Caterer shall not occupy any land, building belonging to or in the possession of the "IITG" without prior approval of





the IITG.

18 **Preservation of Peace**:

The Caterer shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others, for the preservation of peace and protection of the inhabitants and security of property. The caterer shall ensure that there is no conflict between Student(s) and Mess worker(s) at any period of time during the service.

19 Labour and Labour Rules:

In respect of all labour (directly or indirectly) employed by the Caterer, the Caterer shall comply with the provisions of the Contract labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Rules 1971, Child Labour (Prohibition and Regulation) Act, Minimum 50 Wages Act — 1948, Payments of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on Work and for bonus, EPF retirement benefits, retrenchment/lay off, compensation etc. The rules and the other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract. Violation of any of these shall be deemed as violation of the clause/clauses of this contract.

20 Reporting Accident of Staff/Students in Mess:

The Caterer shall be responsible for the safety of all employees and/or workers employed or engaged by him and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the IITG and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

21 Behavior of the Employees of the Caterer:

The Caterer shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others, for the preservation of peace and protection of the inhabitants and security of property. The caterer shall ensure that there is no conflict between Student(s) and Mess worker(s) at any period of time during the service.

22 Termination of contract:

The caterer may terminate the contract by issuing 2 (two) months of written notice. However, the IITG authority reserves the right to terminate the contract without assigning any reason if it appears to the authority at any point of time that the services, quality of food, maintenance of hygiene of any of the mess services have deteriorated to such an extent that it is detrimental to the interests of the hostel boarders and their health. All clauses as mentioned in ANNEXURE-7 will also be applicable for terminating the contract.

23 Compliance of Statutory provisions:

The caterer will have to abide by all the provisions of various Labour Laws under Gol/GoA as applicable from time to time, e.g., Minimum Wages Act, Provident Fund, etc. The Mess workforce will be as per Table 3.

24 Labour License:

24.5The caterer shall obtain a valid license from the Assistant Labour Commissioner I under the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the service work, and continue to have a valid license until the completion of





the contract.

- 24.6The caterer shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.
- 24.7 Any failure to fulfill this requirement shall attract the penal provisions of this contract including termination of contract.

25 Kitchen equipment:

- 25.5 Kitchen equipment consisting of cooking utensils, crockery, cutlery, insect killers, water cooler cum purifier, weighing machines, fire extinguishers, etc. (see ANNEXURE 2 for complete list) has to be managed by the Caterer. Dining Hostel furniture will be provided by IIT Guwahati. Arrangement and upkeep of all such items will be the sole responsibility of the caterer.
- 25.6 The cost of installation of water cooler cum purifier purchased by the caterer will be borne by IIT Guwahati.
- 25.7 The successful Service Provider who undertakes the catering contract for a particular hostel is responsible for maintaining a specific desired number of the kitchen equipment and utensils for that hostel for the entire duration of the catering contract.
- 25.8 Every month on the scheduled mess shutdown day, the caterer has to provide the details of the mess utensils and equipment and furniture (working and not working) provided by IITG, if any, present in a mess to the Hostel Office as well as the SMC convener. SMC convener, hostel staff and caterer will tally with the list provided to them, if any, at the beginning of the contract. If any utensil/equipment is found to be missing, the cost of that particular utensil/equipment will be borne by the caterer at the current market price during the settlement of bills. On completion of the contract, if any of the utensils and equipment are found in damaged condition or missing, the caterer of that mess has to compensate for the same at the current market price.

26 Payment terms:

Daily rate to be paid by a student is **Rs. 119/-.** This rate is **exclusive of taxes** as levied by Central and State Governments. The overhead charges cover the salary of the mess workforce and taxes paid as per Govt. of India norms for minimum wages based on the employees' attendance. This monthly payment to the caterer will be calculated as Rs. [(119) times (the number of subscribers) times (number of operational days in the month + overhead charges]. Relevant details are given in Schedule C.

27 Mess Operations during Vacation Period

The caterer will have to agree to provide catering services to the campus residents unconditionally during the vacation (pay-and-eat) period of the institute. The vacation period generally means (but not limited to) Mid-Semester break and End-Semester Break. HAB reserves the right to choose any (or all) of the existing caterers for providing catering services to the campus residents during vacation period on pay-and-eat basis. The caterer shall comply to the instructions given by HAB. Relevant details are given in Schedule C.

28 Inspection authority:

Authorized representatives of the Hostel Affairs' Board including Chairperson HAB, Vice-Chairpersons of HAB, General Secretary HAB, Joint Secretaries of HAB, HAB Core Team or individual hostels' representatives including Hostel Warden, Associate Wardens, General Secretary, Services Secretary, and SMC Members will carry out periodic inspection and surprise checks to ensure the quality of ingredients, hygiene, and cleanliness.

29 Canvassing:

Any attempt to canvass for the selection of a caterer, directly or indirectly, will lead to disqualification of such a caterer from the selection process.





30 Modifications:

IIT Guwahati reserves the right to modify/add any clause to the agreement during the contract period.

31 Cancelation of tender:

IIT Guwahati reserves the right to cancel the tender at any time without assigning any reason.

32 Disputes and jurisdiction:

Any legal disputes arising out of any breach of contract about this tender shall be settled in the court of competent jurisdiction located within the local limits of Guwahati in Kamrup District, Assam.

33 Arbitration:

All disputes or differences whatsoever arising between the parties out of or relating to the services will be settled by arbitration and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and any amendment thereof. The place of arbitration shall be Guwahati.

34 Force Majeure:

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Caterer shall keep records of the circumstances referred to above and bring these to the notice of the IITG in writing immediately on such occurrences.

35 Sublet:

The caterer shall not assign, sublet or part with the possession of the premises and properties of IIT Guwahati therein or any part thereof under any circumstances. Any deviation from this clause may invite immediate termination of the contract.





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SCHEDULE B: TERMS & CONDITIONS FOR CATERING

I. Caterers/Service Providers Scope of Work and Requirements

- 1. To prepare food and serve breakfast, lunch and dinner to Students, Guests, and visitors of IITG, as per menu suggested by Services Management Committee (SMC) and also to maintain the mess and its surroundings neat and clean. Maintaining cleanliness is crucial for hygiene and creating a pleasant cooking and dining environment.
- 2. The following shall be the responsibilities of the caterer regarding hygiene and cleanliness using the specified materials in Table 2:
 - a. Cleaning and washing of plates, cutleries, and utensils
 - b. Cleaning and maintenance of kitchen appliances
 - c. Keeping the mess premises and surroundings neat, clean and hygienic
 - d. Monthly fumigation/pest control treatment by caterer or as per hostel office instructions

3. IIT Guwahati shall provide the following free of cost to the caterer:

- a. Water for washing and cleaning.
- b. Electricity for the exclusive purpose of running the mess.
- c. Space for running the mess.
- 4. The caterer must make every effort to minimize electricity and water usage.
- 5. The concerned caterers should keep First Aid facilities and provide uniform (trousers, shirt/t-shirt, & safety wear) for their staff.
- 6. The concerned caterers should maintain Muster Rolls & Register of wages for their staff.
- 7. Since students residing in IITG are from different parts of the country/World, the caterer must have expert team of cooks, so that he can prepare and provide variety of food items from all parts of the country.
- 8. Provision of food stuff and other items for running mess is entirely the responsibility of the caterer. All beverages and eatables shall be supplied or prepared from good and pure raw material, maintaining healthy and hygienic standards. In case any item is found sub-standard or inferior quality or unhygienic, Hostel Warden/SMC shall have the right to prohibit the catering/supply thereof at the mess and make alternate arrangements at risk and cost of the Caterer.
- 9. Vegetables used should be fresh and of good quality. Rice of good quality, well cleaned, de-stoned should be used. The caterer should procure required provisions from standard shops. Rice should be cooked properly. Chapati should be baked properly and it should be soft. For preparation of curry (i.e. Sabzi) each day, the vegetables must be changed. Potatoes mixed with vegetables should not exceed 20%. Fruit served should be of good quality.
- 10. Cooking oil should be cold pressed sunflower/ground nut oil and oil once used should not be reused for any cooking purpose again. All raw material condiments used must comply with ISI quality FCI/Agmark standards. Procurement of first quality branded groceries, vegetables etc., will be the responsibility of the caterer. The members of the SMC will check all materials bought to the mess as well as cooking practices at frequent intervals.
- 11. The entire activity of the caterer shall be limited within a marked area (to be notified separately to the successful firms) of the assigned hostel(s) meant for dining, cooking, storing, cleaning, and preparation areas.





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- 12. Each hostel is provided with a block gas connection with attached (empty) cylinders in each hostel. The cooking gas setup will be given to the caterer for proper operation as per capacity, handling, maintenance, and safety. Industrial Liquefied Petroleum Gas only can be used as a cooking medium. Filling and refilling of these cylinders are the caterer's responsibility at their own cost, as per the Government norms and prices.
- 13. Monthly cleaning of fixtures (including lights, fans, and other kitchen appliances as suggested by the hostel office) shall be carried out by the caterer, maintaining a record that the hostel office will check.
- 14. The caterer must make their arrangements for housekeeping of the allotted dining and kitchen area. The kitchen, washing area, and stores shall be maintained neat and clean at all times.
- 15. Waste disposal is the responsibility of the caterer. Caterer under no circumstances shall dispose of plastic and food waste into the drainage. Disposal bags must be used in trash bins by the caterer at their expense. Non-compliance with proper waste disposal will invite a penalty.
- 16. The caterer shall maintain a suggestion book for recording the suggestions for improvement. Such suggestions having the approval of Hostel administration should be forthwith acted upon. The suggestion book should be kept open for inspection by the wardens.
- 17. Selling and consuming of alcohol or tobacco products or any banned substance by law is strictly prohibited in the mess and campus.
- 18. IITG reserves the right to carry out the background check of all workers of the successful bidder serving in respective hostel blocks. The successful bidder's contract will be terminated if any worker is found to be habitual alcoholic/drug addict/having criminal background, etc.
- 19. The bearer should provide drinking water on table and clear all tables and clean them. After the use, plates & glasses should be cleaned in boiling water and kept safe.
- 20. The Caterer shall prepare and display the menu and rate list of extra items prominently in the mess. The Hostel Warden/Associate Wardens and the Services Management Committee (SMC) will be responsible for monitoring work of caterer and will have right to inspect store rooms, kitchen, etc. The caterer shall also provide a digital weighing balance (to be kept in store) for this purpose.
- 21. The caterer shall adhere to the decision of SMC and will attend any SMC meeting whenever scheduled. SMC may meet once in a week.
- 22. The members of Services Management Committee are as follows
 - Associate Warden of the hostel
 - Services Secretary of the hostel
 - Students selected/nominated by General Secretary or Services Secretary
- 23. Housekeeping: The caterer shall be fully responsible to keep the premises of the mess like dining hostel, kitchen, toilets in mess premises and surroundings clean and neat. The caterer also should engage their employees for removal of wet & dry wastes at least twice a day. The caterer shall keep the premises of the mess, mess hostel, kitchen, all the furniture, utensils, fixtures, roof/wall, ceiling fans, exhaust fans, windows and ventilators including net and its glass, and any other fittings in clean, healthy and hygienic and sanitary conditions to the satisfaction of the SMC. The mess hostel tables, kitchen slabs, wash basins and other areas of the mess should be cleaned daily at end of the day using perfumed disinfectant. Mopping of all these locations should be done every day. Entire mess area shall be washed every day. Surrounding areas have to be swept thrice in a week, on alternate days (Monday, Wednesday, Friday). All inside/outside drainages connected with mess in the mess compound premises shall be cleaned using disinfectant/phenol by the caterer. Cold storage and refrigerators are to be





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defrosted and cleaned once a week by the caterer. Rat proofing regularly and other pest control is to be done at least once in a month and the expenses will be borne by the caterer.

- 24. The employees on duty in the mess shall always wear clean and neat uniform (minimum 02 sets to be provided by the caterer), with name tally and designation for easy identification. Torn uniform, chappals, unkempt looks will be considered as breach of contract. They should be familiar with usage of fire extinguisher and other safety equipment. The age of employees should not be below 18 and above 55. The caterer is responsible for behaviour and conducts of his personnel and should ensure that no one is roaming outside mess premises in working hours. Pass for going out of IITG premises is to be taken from Hostel Office for any one leaving IITG Hostel premises in working hours.
- 25. The contract will be terminated unilaterally by IITG in case the caterer defaults in setting up mess within a reasonable time after date of handing over the mess, fails to comply with any terms and conditions of the contract or if the caterer's performance is considered unsatisfactory. Security Deposit will be forfeited if the contract is terminated due to the above-mentioned reasons. In addition, IITG also reserves the right to terminate the contract at any time during the period of the contract without any obligation, and without assigning any reasons thereof to the caterer. The caterer is required to give a minimum notice period of 60 days to IITG to make suitable alternate arrangements in case of requirement to terminate contract from his side. Failure to do so will also result in forfeiture of security deposit.
- 26. The caterer shall execute a contract with IITG within 7 days of the receipt of Work Order at his own expense.
- 27. The caterer shall be fully responsible for the successful completion of the contract as per conditions stipulated in the contract. Any contravention of the conditions may lead to termination of the contract and forfeiture of the security deposit. The caterer shall be responsible for all consequences arising out of such termination and IITG will be free to seek other remedies in addition to forfeiture of security deposit. IITG reserves the right to rearrange the work at the risk and cost of the caterer.
- 28. The caterer shall be responsible for any loss or damage to property and articles of IITG by the employees of the caterer.
- 29. The caterer shall ensure medical check-up of his personnel every six months to ensure proper hygiene and health of staff.
- 30. The decision of the Chairperson, Hostel Affairs' Board, IITG will be the final and binding on the caterer regarding the performance of the contract.





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II. Standard Conditions of Tender

- 1. All the furniture/fixtures, including gas and electrical installation of the Canteen kitchen/dining hostel shall be given to Caterer in good working condition. These should be used carefully & cautiously by his employees.
- 2. Maintenance of Exhaust fans and Fixing of mosquito nets for kitchen section should be done by the caterer.
- 3. Refilling of cooking gas cylinders provided and procurement of good quality provisions and other consumables is the responsibility of the caterer.
- 4. Security of licensed premises, fittings and fixtures, furniture etc. is the responsibility of the catering caterer.
- 5. The caterer shall attend a monthly meeting of the mess committee, failing which a penalty will be imposed.
- 6. The Caterer is required to be present in General Body meeting of each hostel to address the queries of students.
- 7. Major civil and electrical works will only be attended to by IITG.
- 8. Suitable fines will be imposed for damage to the civil and electrical infrastructure in the mess area by the catering staff.
- 9. The caterer shall not construct or make any structural alterations or install additional fittings Inside the premises of the work place without prior written approval from the Hostel Affairs' Board.
- 10. <u>Condition of work</u>: The Caterer shall note that the work lies within the restricted area and his representatives and workers shall be required to abide by the following:
 - a. <u>Entry/Exit</u>: The caterer or his representatives and workers will be allowed to enter through and leave from only such gates as the security staff may at their discretion permit to use.
 - b. <u>Security/Identity card/pass</u>: The caterer or its representatives or its supervisory staff are required individually to be in possession of security pass issued by the Hostel Office. The security staff of IITG can examine the pass at the time of entry or exit from the restricted area and also at any time inside the restricted area. The caterer shall follow at site all security rules as may be framed by the institute from time to time regarding issue of identity cards, control of entry of personnel and all similar matters. The caterer and his personnel shall abide by all security measures, rules and regulations imposed by the institute from time to time.
 - c. <u>Security checks</u>: The caterer or its representatives or workers are liable to be searched at the gate used for entry and exit by the security staff. They are not to visit any other area within the campus other than the designated work area.
 - d. <u>Identity of working staff</u>: The caterer shall employ workers after thorough investigation and verification of their antecedents from local police at Guwahati. Police verification of all workers/staff is to be submitted for issue of entry passes. The Caterer will also be responsible for the conduct and action of his workers and representatives. A list of workers with copy of Aadhaar Card should be submitted to the hostel office.
 - e. <u>Safety norms</u>: The caterer will ensure that prevalent safety norms in and around the hostel areas are strictly followed. The caterer will be liable to pay compensation in the event of any injury to his workers.





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- f. <u>Passes</u>: The caterer will submit copies of the appointment letter and police verification for each employee whenever a pass is required to be issued.
- g. <u>Working hours</u>: The Caterer will be permitted to follow working hours as deemed essential to meet the requirements of running of the mess by HAB.
- h. <u>General conduct of personnel employed</u>: All personnel employed by the caterer are to adhere to the prevailing rules for personnel employed on contract and conform to regulations of IITG. The details of staff strength in each category of Mess Workers viz., Cooks, Servers, and helpers deployed by the caterer are given in **Table 3**.
- i. Experienced Manager with fluency in English, Hindi and Assamese should be appointed.
- j. Caterers are advised to bring their own qualified Head Cook for preparation of food in the hostel messes.
- 11. <u>Channel of correspondence</u>: Subsequent to award of contract all correspondence pertaining to execution of work will be addressed to "The Chairperson, Hostel Affairs' Board, IIT Guwahati".
- 12. <u>Damage to existing works</u>: The Caterer at its own expense shall make any damage to the existing structures / Government property during running of mess good immediately on the spot. In the event of failure to do so, matter shall be referred to the Chairperson, Hostel Affairs' Board, IITG, whose decision shall be final and binding.
- 13. <u>Non-conformance by employees of caterer</u>: In case where any employee is found to be not conforming to expected service/contract requirement or is found to be in violation of laws of IITG regulations or has been found to be acting in contravention of orders from IITG authorities, the caterer is to replace the person within 24 hours on receipt of a written communication to the firm to this effect by the Chairperson, Hostel Affairs' Board, IITG or any other officer nominated to run the contract on behalf of the Chairperson, Hostel Affairs' Board, IITG.
- 14. <u>Assistance of serving office personnel</u>: The Caterer shall not employ any serving office personnel of IITG or take their assistance either directly or indirectly without permission of The Chairperson, Hostel Affairs' Board, IITG.
- 15. <u>Injury/accident</u>: The payment of compensation to the employees of the Caterer for physical injury/disability if any, during the execution of the work shall be the liability of the Caterer.
- 16. <u>Waste materials and debris</u>: Waste material generated during work will be required to be cleared and discarded outside the institute premises by the Caterer on daily basis at his own cost. No wastes are to be ever dumped into the lake or in other non-designated areas. The caterer will be liable for severe penalties, if any personnel of the caterer are found violating these requirements.
- 17. <u>Discourse</u>: Any operational issues arising during the contract period shall be brought to the knowledge of Chairperson, Hostel Affairs' Board, IITG, whose decision in this matter shall be conclusive and binding.

The Caterer is advised to go through the tender documents carefully and thoroughly. He will be deemed to have accepted the terms and conditions stipulated in the tender documents if he/she submits his/her quotations for contract.





Responsibility of Caterer:

- 1. Running of the mess as per contractual clauses and scheduled requirements.
- 2. Adhering to the relevant legislation and IITG safety policy, procedures and standards of good practice.
- 3. Enforcing of procedures and practices, which are safe, and without risk to people, property and environment.
- 4. Reporting all accidents, incidents, injuries and near miss with serious potential. All unsafe acts and practices should be corrected immediately;
- 5. Providing adequate safety and environment protection policies and regulations. Providing any necessary safety and protective equipment and ensuring that it is used.
- 6. Providing personnel who are medically fit to carry out the work, properly qualified, trained and adequately experienced and supervised.

The catering firm shall settle all disputes or differences between the managers and supervisors and other mess employees. IITG will have absolutely no liability whatsoever concerning the employees of the caterer. The caterer shall indemnify IITG against all losses, damages, or liabilities arising out of his/their relations with him/them employees or in the course of employing persons. The caterer should maintain proper records/registers as required by the concerned statutes and submit them to IITG as and when required.







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III. Catering

The Messes in the Hostels at IITG campus consists of a kitchen area and a dining hostel. The important terms and conditions are listed below for convenience.

- 1. Breakfast, Lunch, and Dinner must be served as per the menu (Similar but not limited to the Sample) prepared by Services Management Committee.
- 2. Non-vegetarian items including chicken and eggs must be served by the caterer at least thrice in a week, as mentioned in the sample menu. Alternate arrangement of dishes (i.e. paneer or equivalent) need to be kept for vegetarians in these meals. Non-vegetarian items shall be procured from Authorized vendors with slaughtering license/suppliers having FSSAI Central License.
- 3. The services of the Mess should be available on all days from Monday to Sunday and also during the vacation period (the caterer for vacation is to be decided by HAB). The services of the Mess are to be operated primarily for the residents of IITG and demands of all items as per the contract are to be met in full.
- 4. **Type of service:** Service of all food items (Self-service on approval from HAB) with a minimum of one counter for every 300 students with a provision for a separate arrangement for the second service accommodating major items viz., Indian bread, rice, etc. as suggested by hostel office.
- 5. **Menu items are specified in Schedule C:** In consultation with Service Management Committee, the caterer must display a detailed item-wise menu of a particular month by the 25th of the previous month on the hostel mess notice board. A copy of the menu shall be submitted to the Hostel Affairs' Board on the same date.
- 6. The caterer's responsibility is to procure the following items as per the Hostel Management Committee/ hostel office and HAB's specifications.
 - 6.1. Branded provisions
 - 6.2. Dairy products
 - 6.3. First quality non-veg items
 - 6.4. First quality vegetables and fruits
 - 6.5. Cooking gas
- 7. The caterer is to make his own arrangements for fresh/dry provisions of good quality and is to ensure that sufficient stock of items is maintained at all times to avoid interruption in the services of the mess. The caterer should not use any adulterated item for cooking. All vegetarian items and non-veg items such as egg, fish, chicken should be fresh, of good quality and must be stored in cold storage. There should be separate cold storage for both veg and non-veg. The refrigerators and cold storage are to be maintained in working condition by the caterer. Worms, stones in eatables would mean unsatisfactory performance of the contract.
- 8. The caterer shall arrange for proper storage of the procured items within the space provided. The caterer shall not use any coloring agents or chemicals like Mono Sodium Glutamate (Ajinomoto) in any dishes or store them in the mess premises. Violations will lead to an instant monetary fine/termination of the contract by the HAB.
- The caterer shall use only branded raw materials and best quality resources for preparing food (See Table 2). SMC reserves the right to check the raw materials used for cooking and the cooking processes for compliance with the FSSAI norms.
- 10. Emergency lights need to be arranged by the cateroria Kitchen and Dining Hostel if there is a power failure.





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- 11. Supply of items on credit basis to any personnel would be purely on the risk of the Caterer and IITG will not be responsible in any manner for realization of dues from any worker/personnel using the services of the mess. Any problem in this regard may be however reported to SMC/HMC for feasible help. No altercation or manhandling of the personnel is to be resorted to by caterer or its personnel in this regard.
- 12. Entry to the kitchen is to be strictly restricted except for the Mess staff, SMC members and the HAB official visiting for authorized inspection from time to time.
- 13. The Caterer is prohibited from using kerosene stove, electric heater and firewood inside the mess.
- 14. The Caterer must always maintain a specific number of equipment (Utensils, machines etc.) (see ANNEXURE 2) in the mess. If, during inspection, it is found that there is less equipment than the required number, a suitable fine will be imposed according to **Annexure 5**.
- 15. Samples of all food items prepared are to be kept for a period of 24 hours.
- 16. No food cooked in the mess may be taken out of the premises without prior permission.
- 17. Vegetarian and Non-Vegetarian food shall be cooked and served separately. Also, utensils in which non-vegetarian items are prepared should be marked as per instructions of HAB.
- 18. **Mess timings:** Actual timing will depend upon the decision of the respective hostel SMC or HAB and caterer would be obliged to adhere to the SMC's instructions regarding it.

Weekday (Mon – Fri)	Weekend (Sat – Sun)
07:00 AM to 09:30 AM	08:00 AM to 10:30 AM
12:00 PM to 02:15 PM	12:15 PM to 02:30 PM
07:30 PM to 09:45 PM	08:00 PM to 10:15 PM
	07:00 AM to 09:30 AM 12:00 PM to 02:15 PM

- 19. The caterer must keep the dining area clean by mopping the area with a proper cleaning agent after each meal using the cleaning materials specified in Table 2. The dining tables and benches should also be properly cleaned after every meal using the cleaning materials specified in Table 2.
- 20. The cooking and preparation areas should be washed after the completion of the activities every day. The caterer shall ensure no water-logging within the premises where the dining, washing, cooking, and preparation areas are located and maintain general cleanliness and hygiene using the cleaning materials specified in Table 2.
- 21. Cooking practice shall not be changed in any circumstances without consulting the SMC. The caterer will use approved brands for each item. In the event of the quality and quantity of the food served being poor and/or inadequate, the Hostel Management Committee will be free to impose monetary fine (after certain written warning letters) as deemed fit on the caterer. Such imposed fines will be adjusted against the payments due to the caterer.
- 22. The caterer shall ensure that all the safety precautions are properly taken during cooking and serving. Special emphasis will be laid on fire safety norms and proper operation of electrical gadgets/instruments, fire-fighting equipment, etc., placed at the disposal of hostel mess.
- 23. Additional Meals as per request should be provided to the subscriber hospitalized in the campus hospital. Also, the caterer must supply the food to the subscriber under medical attention in the hostel as per HMC's request.





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- 24. The manager of the firm shall attend a monthly meeting of the SMC, failing to which a penalty will be imposed.
- 25. The caterer's performance will be evaluated by the Hostel Affairs' Board at any moment, using either online or offline survey, during each month on a variety of factors including quality of the ingredients used, the performance of the cooking staff, cleanliness and hygiene, catering quality and punctuality, etc. Non-compliance with any conditions laid out in this document can result in an instant monetary fine/termination of the contract (see ANNEXURE 7).
- 26. Maintaining liquid handwash for hand washing at the students' washbasin is also the responsibility of the caterer.
- 27. It is the responsibility of the caterer to keep the kitchen and mess area clean at all times.
- 28. All hostels' mess will be closed for a day every month for routine maintenance. HAB and/or its authorized representatives shall inform the date for closing the mess.





IV. Employees of the Caterer

- 1. To coordinate the activity for smooth discharge of the services, a manager shall be appointed by the caterer for each hostel, who will supervise the preparation of food, serving in the dining hostel, and all aspects of hygiene, and in short, all aspects of catering.
- 2. The caterer shall appoint the required working staff in a mess according to Table 3 and display their details (Name, Designation, Category, Photograph) on the mess notice board with their approval signature and seal. The caterer shall also submit the details to the Institute Security Section through the Hostel Affairs' Board. The minimum educational qualification for the mess manager is a bachelor's degree in any discipline. The head cooks should have at least five years of experience in cooking food on a large scale.
- 3. The caterer shall appoint a Head Cook, who can lead the cooking staff from the front by setting, adopting, and delivering the highest culinary standards during the preparation of various dishes mentioned in the menu by the respective hostel Services Management Committee (SMC). The caterer shall also enclose the certificate of the Head Cook showing the details of their previous rank/grade, experiences and performance levels under various hotel/catering management.
- 4. The caterer shall appoint cooking staff and the Head cook and other staff, as per the requirement, for satisfactory and quality catering.
- 5. One of the supervisors should be entrusted with the duty of quality control and hygiene.
- 6. The caterer of the girls' hostel shall preferably employ female working staff in the dining halls.
- 7. Employment of child labor, defined as per relevant laws, is strictly prohibited. The caterer shall maintain a register with the name, age, and address of all the employees working at a given time and inform the HMC and Hostel Affairs' Board. The caterer shall report any changes in the employees to HMC and Hostel Affairs' Board.
- 8. The caterer shall issue a photo identity card to each employee, as per the format prescribed by IIT Guwahati. A copy of the same shall be submitted to the Hostel Affairs' Board.
- 9. The caterer should provide uniform (including aprons, gloves, hair caps etc.) and its Maintenance cost to the workers.
- 10. The staff posted on duty should always bear a clean appearance, complete in uniform (uniform of appropriate color), and carry a photo identity card issued by the caterer. The shirts should be printed prominently with the name of the hostel on their back. They should also wear the necessary hand gloves and caps/hairnet in the kitchen and service areas.
- 11. Food handlers should be equipped with suitable aprons, gloves, headgear, etc., wherever necessary.
- 12. The caterer shall be responsible for the proper conduct and behavior of the employees engaged.
- 13. Smoking, consumption/distribution of alcohol, and pan and gutka are strictly prohibited in the IITG campus. Strict actions/fines as necessary will be taken for violations related to unauthorized entry, alcohol and banned items within the hostel premises.
- 14. No person with any offensive police record will be allowed to work in hostel Mess.





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- 15. The caterer should ensure that all employees are free of infectious diseases.
- 16. No person suffering from a disease or illness or with open wounds or burns should be involved in handling of food or materials which come in contact with food.
- 17. The caterer on a monthly basis should carry out health check-ups of workers and a record of the examination should be maintained by the caterer and can be checked by the SMC/Warden at any point in time.
- 18. The Caterer should ensure that all of their employees are free of communicable diseases. Medical Certificates to this effect should be submitted to the Hostel Management before the start of the mess services.
- 19. All expenses related to the functioning of the employees engaged by the caterer shall be borne by the caterer. The Caterer should provide food to its employees free of cost.
- 20. The Caterer must provide necessary infrastructure (for e.g., beds, bedding items, bucket, mug, etc.) to its employees.
- 21. The caterer should maintain a first aid box with all necessary items and it is to be provided to the mess workers in case of any injury.
- 22. The caterer is solely responsible for paying minimum wages, ESI, and EPF for their employees as per the Government of Assam and Gol norms as applicable and should meet any other statutory and non-statutory benefits/obligations. The record of duty hours and pay structure should be maintained as per the rules for inspection by the government authorities.
- 23. IIT Guwahati may provide dormitory accommodation to the registered staff members of the team. It is the caterer's responsibility to maintain the premises of the allotted accommodation neat and clean at all times.
- 24. The activities of the employees of a caterer will be restricted to the designated areas, viz. the mess in which they are working, and the accommodation provided for them. They require prior permission of the competent authority to enter any other places on the campus.
- 25. It will also be strictly monitored and a compensation of Rs. 500/- (Rupees five hundred only) per outsourced worker will be imposed and will be deducted from the bill if any of the outsourced workers is found without the Identity Card.
- 26. Mess workers hiding the food inside various locations in mess premises and intentionally serving less than the specified amount is highly discouraged and must be penalized accordingly by the Caterer on the recommendations of the Services Management Committee (SMC).





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V. <u>General Terms and Conditions</u>

- 1. The rates stipulated in the contract will hold well till the end of the contract. No price hike will be provided to Caterer for any reason during the entire duration of the tender contract.
- 2. The food cooked in the dining facility shall not be served in other places inside/outside the campus. Also, the food cooked outside the given facility shall not be served in the hostel mess. Raw material stored in a mess should be used exclusively for the student dining facilities in the IIT Guwahati campus.
- 3. When circumstances warrant, the caterer shall cater for an additional number of students/staff members, as requested by the Hostel Management at short notice.
- 4. The caterer shall not assign, sublet or part with the possession of the premises and properties of IIT Guwahati therein or any part thereof under any circumstances. Any deviation from this clause may invite immediate termination of the contract.
- 5. A Security Deposit (SD) as per the following table for each hostel mess is to be deposited by the caterer in the form of a demand draft drawn in favor of "Hostel Affairs' Board, IIT Guwahati" payable at Guwahati, to execute the contract document at the beginning of the contract period. No interest is payable on the Security Deposit.

Hostel Mess	Security Deposit Amount (in Rs.)
Category 1	5 Lakhs
Category 2	8 Lakhs
Category 3	10 Lakhs

- 6. Caterer has to obtain all licenses in the name of the mess from the relevant authorities, which are necessary for providing catering (food) services for complete tenure & ensure the validity of each license. A valid food safety license needs to be always there with the caterer in the name of the mess.
- 7. The owner of the firm shall attend a meeting with the Services committee every semester, failing which a penalty will be imposed. This meeting shall be attended by the owner himself or a senior representative, who is authorized to take policy & monetary decisions.
- 8. It is the duty of the caterer operating the respective mess to clear all dues of small and big vendors who supply the groceries and food materials for the mess operation. In case a complaint is received during the contract tenure, the wardens may hold back partial monthly mess payments to the caterer if the vendor payments are not resolved. In case for any reason, the caterer decides to leave during or after their contract period, if vendor complaints received are not resolved, the institute will hold back the bank guarantee of the caterer till the matter is resolved and proof the same is submitted.
- 9. SMC of the Hostel will have full rights to conduct sudden raids in the entire mess premises. If any complaint of insufficiency or act of willfully serving less is reported, the raid report shall be submitted to the warden and Hostel Affairs' Board who will take the necessary action.
- 10. The Hostel Affairs' Board reserves the right to terminate the contract without assigning any reason by giving a notice of two months. Tenderers are not entitled to claim any damage or compensation in case of such





cancellation.

- 11. The caterer shall not appoint any Sub Caterer to carry out any obligation under the contract.
- 12. The use of gas cylinders is not permitted within the kitchen and dining area and should be placed on in the gas bank area.
- 13. Timings, changes in menu (if necessary), would be determined by the Services Management Committee/Hostel Affairs' Board in consultation with the caterer.
- 14. The prices of live counter items will be determined every three months in Live counter Price Revision Committee meeting.
- 15. Refilling of cylinders and procurement of consumables will be the sole responsibility of the caterer.
- 16. Precautions against any fire hazards or other damages to hostel properties shall be taken care by the firm. The caterer shall indemnify IITG Hostels from any encumbrances/loss on this account.
- 17. Hostel Affairs' Board shall have the right to frame rules from time to time that it may deem fit. The caterer shall have to abide by these rules.
- 18. The Caterer will not be permitted to franchise the hostel mess for any other commercial activity. If found later strict action will be taken against the caterer.
- 19. The premises of the mess will be used for the purpose for which this contract is made and not for any other purpose without the written permission of the Competent Authority. If found later, strict action will be taken against the caterer.
- 20. This Institute shall not be the party in case any dispute takes place between the Caterer and his employees and third party for e.g. venders
- 21. If the mess does not start according to the scheduled time, a suitable fine will be imposed to the caterer accordingly.
- 22. There will be students giving mess duty as it is the practice in HMC run messes. The student giving mess duty will have the right to check the quality, quantity and brand of raw materials but will not have the power to check the cost of procurement.
- 23. <u>Mess Duty:</u> The Services Management Committee of the hostels shall have a system of Mess Duty by the students. The students on Mess Duty will check the quality and quantity of the materials as would be used by the Caterer. The students on Mess Duty will also check quality and quantity of food items and other services as would be distributed and/or rendered by the Caterer concerned to the student boarders of the respective hostels. The student on Mess Duty will certify the quality of services of the mess food caterer which will be considered before clearance of the monthly food bill of the caterer. A register will be maintained by the Hostel office for the purpose. The SMC will intimate the name of the students to be put on Mess Duty to the mess food caterer well in advance.
- 24. During the vacation periods of IIT Guwahati, the Hostel Affairs' Board may decide to reduce the strength of any hostel mess or to close any hostel mess completely, according to the need and convenience of the students and other users. HAB has the right to choose any categories during vacations.





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- 25. Serving extra/optional items (see Schedule C) is an obligation of the caterer without expecting any minimum number of subscriptions.
- 26. Periodic or every month, each student shall subscribe to any one of the messes of choice in the hostels of IIT Guwahati, as per the regulations of the Hostel Affairs' Board.
- 27. In case of any rightful dues (such as claim, penalty, etc.) the caterer should deposit the amount in due time, failing which stern action may be initiated, leading to further penalties, including termination of the contract and recovery of the amount due from the security deposit.
- 28. The Hostel Affairs' Board, IIT Guwahati, reserves the right to review and modify the terms and conditions at any time.

29. Issues related to Hygiene in the Mess and the Kitchen

- a. Cleaning and Housekeeping of Kitchen and dining area will be the sole responsibility of the caterer.
- b. Cleaning utensils, cutlery, crockery, kitchen equipment, furniture is also responsibility of the caterer. The highest possible standards are expected in this regard.
- c. All possible measures must be taken to ensure hygiene in the kitchen and mess. These include the provision of ample Liquid soap for hand wash at basin, clean towels to clean hand, hand gloves for mess workers who handle items like salad, pani puri, etc., head caps for mess workers and other measures as advised by the SMC/Warden
- d. The highest possible level of hygiene must be maintained in the mess workers' toilet, with provisions for soap, towels, etc.
- e. Mess workers should be provided with the necessary training so as to maintain the highest possible standard of hygiene, as is expected. Every new recruit should be briefed about this issue and regular follow-up briefings must be provided for them.
- f. Someone at the level of Supervisor has to ensure that there is no deviation from the highest Level of hygiene at any time.
- g. HAB would reserve the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.
- In case of a lapse in maintaining the highest level of hygiene, the severity of the failure shall be assessed and a significant monetary penalty, to be decided by SMC and the Hostel Affairs' Board, will be imposed. In case of gross failure/negligence, the penalty will be severe and is likely to be accompanied with a summary termination of the Contract.
- 30. The caterer will be penalized on spot during the visit of HAB representative(s) (see ANNEXURE 6) if found violating the standard hygienic condition as described in the tender.
- 31. All disputes or differences between the firm and ILT_Guwahati, related to the contract will be settled by arbitration







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as per the Indian Arbitration, and Conciliation Act, 1996 and shall be binding for all purposes.

32. The decision of IIT Guwahati will be final in awarding the contracts.

33. A complaint register shall be kept in mess for registering the complaints of the mess members.

34. The Caterer will be liable to implement the decisions given by the Chairperson, Hostel Affairs' Board, Services Management Committee/Warden/Associate Warden on any complaint from the members, failing which it will be construed as a breach of contractual obligation.

35.PAYMENT DETAILS

- The Hostel Management ensures payment of 80% of food bill and 100% of overhead charges of each month's bills within the first 12 days of the following month to the caterer. The balance 20% of each month's food bills shall be settled before 25th of the following month subject to (i) the performance evaluation of the caterer as per ANNEXURE 3, after appropriate deduction as applicable and (ii) submission of a proof of statutory dues payment.
- In case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Contract Labour (Regulation and Abolition) Central Rules, 1971; Minimum Wages Act 1948; Payments of Wages Act 1936; Child Labour (Prohibition and Regulation) Act, Payment of Bonus Act 1965; Payment of Gratuity Act 1972; Employees' Provident Funds and Miscellaneous Provisions Act 1952 and Amendment Act 1988; Employees State Insurance Act 1948 and Amendment Act Seal and Signature of Bidder Chairperson, HAB 51 1989 & 2010; related Rules framed under these Acts; other Statutory obligations on the part of the caterer, IITG is obliged or made to pay or happens to pay any amount or wages to workers/staff employed by the caterer in execution of the work, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the caterer, then the IITG will recover from the caterer the amount of wages so paid or the amount of expenditure so incurred.

Without prejudice to the right of the IITG under sub-section (2) of Section 20, and sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, IITG shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the IITG to the caterer whether under this contract or otherwise. The IITG shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the caterer and upon his giving to the IITG full security for all costs for which IITG might become liable in contesting such claim.

The caterer shall abide by and comply with all relevant laws and statutory requirements covered under Labour (R&A) Act, Minimum wages Act, EPF, ESI etc. It shall be the responsibility of the caterer to provide the details of manpower engaged by him to the IITG as well as to the Labour department

• The wages as per Table 3 will be paid as overhead changes (based on attendance).





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SCHEDULE C - MENU, SUBSCRIPTION SYSTEM AND PAYMENT TERMS

The daily rate of food for Basic Menu is Rs. 119/- per day (exclusive of taxes and overhead charges).

The following is the general structure of the menu. The detailed sample menu is provided in ANNEXURE 8.

• General Structure of Menu

A. Breakfast:

Two Indian Dishes
Adequate Toasted/Normal White and Brown Bread
Sprouts, Boiled Pulses, Corn
Milk (200 ml glass) with Bournvita/Complan/Boost/Horlicks(1 table spoon) or Tea or Coffee
Butter (20 gm), Jam (22 gm)
Non-Vegetarian: Boiled egg [1 piece] /Omelet [1 equivalent] /Egg Bhurji [1 equivalent] OR
Vegetarian: Paneer Bhurji [30 gm equivalent paneer per student]
Seasonal Fruits/Banana

B. Lunch:

	One Vegetable curry and One dry vegetable
	Plain Rice along with any other special rice items as mentioned in the menu
	Chapati (with and without Ghee)/Bhature (when chole is served)
Unlimited in quantity	Dal + Sambhar/Rasam
	Salad (Onion, Cucumber, Carrot, Beetroot, Tomato) (as per seasonal availability) + Papad
	Pickle
	Fryums/Pakode and Chutney as mentioned in the menu
Limited in	Curd [100 ml per student] or Raita [150 ml per student]
quantity	Lassi/Chaas/Seasonal drinks/Soup/Neembu Pani/Jaljeera [200 ml per student]




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C. <u>Dinner:</u>

	One Vegetable curry and One Dry vegetable
	Plain Rice along with any other special rice items as mentioned in Menu
	Chapati (with and without Ghee)/Bhature (when chole is served)
Unlimited in quantity	Dal + Sambhar/Rasam
. ,	Salad (Onion, Cucumber, Carrot, Beetroot, Tomato) (as per seasonal availability) + Papad
	Pickle
	Fryums/Pakode and Chutney as mentioned in the menu
Limited in	Sweet Dish (pieces of premium sweet or item as decided by the SMC) [100 gm equivalent]
quantity	Lassi/Chaas/Seasonal drinks/Soup/Neembu Pani/Jaljeera [200 ml equivalent]

D. Special Dinner:

It will be served usually on Wednesday and Sunday (twice a week) unless explicitly requested by SMC/HAB.

	Plain Rice along with Veg Biryani/Pulao/Fried Rice
	Chapati (with and without Ghee) and Paratha/Naan (Tandoori/Tawa)/Puri
Unlimited in quantity	Dal + Sambhar/Rasam
	Salad (Onion, Cucumber, Carrot, Beetroot, Tomato) (as per seasonal availability), Pickle
	Fried papad, Chutney as mentioned in the menu
	Main Dish (pieces limited in quantity, curry unlimited):
	<u>Non-Vegetarian</u> : Chicken/Fish curry [150 gm equivalent] / Dry Chicken/Fish dish [150 gm equivalent]
Limited in	OR
quantity	<u>Vegetarian</u> : Paneer curry [80 gm equivalent] /Dry Paneer dish [80 gm equivalent]/ Mushroom [120 gm]
	Sweet Dish (pieces of premium sweet or item as decided by the SMC) [100 gm equivalent]
	Lassi/Chaas/Seasonal drinks/Soup/Neembu Pani/Jaljeera [200 ml per student]

Note 1: Assamese main dish must be served at least once in a week in Lunch and Dinner separately.

<u>Note 2:</u> This is just a suggested format menu, however changes are possible based on decisions of the mess SMC. There is a possibility of serving limited non-veg with no extra cost as well if some items from the menu are removed by the SMC.





E. RULES PERTAINING TO FOOD

- Mouth freshener (Fennel seeds and sugar) and Pickle to be provided with every meal.
- The composition of a vegetable item should be exactly as specified by the SMC e.g., if the SMC requires that onion or potato should not be mixed into an item, then it should be strictly followed.
- Raita is to be served when dishes like Biryani are served. Plain rice has to be served in addition when there is biryani or pulao.
- Ketchup, Butter, Jam, Curd and Chutney has to be provided along with all dishes wherever applicable and as decided in the menu.
- Special chutney and Sambar should be served with all South Indian dishes (like Idli, Dosa, etc.)
- Paper napkins should be provided when fried food is served. Butter paper should be used to keep the fried items.
- Curd to be always served with Parathas.
- Cleanliness of the dining area to be maintained by the caterer at all times.
- Water should be served on the tables and filled salt dispensers must be available on the table.
- Basmati rice should be used for Biryani.
- Use of Dalda/Vanaspati Ghee or hydrogenated fats in any form is not allowed unless the SMC explicitly gives written consent for the same, with approval from the Warden.
- Tandoor items to be served twice a week, including Tandoori roti and Naan.
- Seasonal drinks must be served in the mess as per the requirement given by the SMC.
- Food should be always served and maintained warm.
- Whenever butter is provided, Students will be served ~20 gms of butter. However, on demand, more butter will be provided.
- Two pieces of Sweets or Ice cream or equivalent must be served with dinner on all seven days.
- Green Salad should be given separately.
- Frozen Peas shall be used only in case of fresh Peas is not available.
- Dish served with a mixed seasonal vegetable, the quantity of vegetable mixture will be decided by SMC.
- The caterer should ensure that food is not taken outside the dining premises by subscribers. Failure to ensure this will lead to punitive action.





F. OTHER RULES

- Jain Food and Boiled Food should be served as per requirement, which is to be decided by the Services Management Committee on separate counters.
- The use of monosodium glutamate (Ajinomoto) is strictly prohibited. Coloring agents known to cause Health effects are strictly prohibited from use. Any items prohibited under the tender agreement Should not be kept in the hostel mess or premise.
- A sufficient number of counters, as decided by the HAB, should be operational. No mess worker should stay/sleep in the mess during night time after 10:30/11:00 PM except when midnight snacks (midnight maggi) is requested by the SMC.
- A list of management or supervisory positions must be given by the caterer to the mess SMC, which states the name of person whom the mess SMC should contact for a particular issue in the mess. This list should be maintained formally and given to the mess SMC. Any changes in these positions should be told beforehand unless there is an emergency.
- Caterers should maintain a complaint and suggestion register and every complaint should be responded to by taking corrective measures in consultation with the hostel SMC.
- Catering services for the institute and any other events held within the premises of the hostel may be undertaken only after obtaining written permission from the HAB well before the event.
- Sample food should be kept separately by caterers which should include all the items served in the mess for every meal and it should be preserved by them for the next 3 days. It should be stored with proper covering.
- Food wastage should be weighed daily for all meals and should be displayed in the mess. The surplus mess food from each meal could be distributed to the workers of the hostel free of cost as decided by the HMC.
- Disposable glasses and plates, spoons, or any other disposable items, as instructed by SMC, should be provided to students at no extra cost at the time of breakfast. Such items being provided should be food grade.
- No stale (not fresh, items used in a meal) items should be found in a mess after 36 hours of its preparation. Fine will be imposed after consultation with the HMC.
- Caterers should use fresheners regularly (while not serving) in the mess dining, kitchen and washing area to avoid foul smell.





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G. SUGGESTED ITEMS FOR THE MENU

SMCs can include items in the menu from the below mentioned options:

Daily Breakfast Options:

- Upma
- Poha-Sev-Jalebi
- Idly-Masala Idly-Vada-Sambar-Coconut chutney
- Onion Uttapam-Sambar-Coconut chutney
- Poori-Aloo masala
- Masala Dosa-Sambar-Coconut chutney-Tomato chutney
- Mysore Masala Dosa-Sambar-Coconut chutney-Tomato chutney
- Aloo Bonda/ Aloo Chap-Green
 chutney-Ketchup-Jalebi-Fried chilli

Dry Vegetable Options:

- Jeera Aloo/Aloo chokha
- Aloo tomato
- Aloo Gobi Matar
- Mixed veg.
- Chana masala
- Parwal Chana
- Cabbage Green Peas
- Bhindi fry
- Aloo Shimla
- Tawa Veg
- Chilli Paneer
- Dry Veg. Manchurian
- Aloo Gobhi Karela

 Khaman-Dhokla-Coriander chutney-Fried chilli

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- Samosa/kachori-Ketchup / Green
 chutney-Jalebi-fried chilli
- Aloo Paratha or Mixed Veg Parathaketchup-chutney-curd
- Veg Fried Maggie-Ketchup
- Pav-Bhaji-Green chutney
- Veg cheese Sandwich-Green
 chutney-Ketchup
- Any other breakfast dish as suggested by SMC in consultation with the caterer
- Aloo matar tomato dry
- Soyabean Chilly
- Aloo Jeera
- Aloo Baigan Masala
- Veg do pyaza
- Baigan chokha/ bharta
- Lauki Chana Dry
- Aloo beans
- Red Pumpkin chana
- Any other seasonal dry item as suggested by SMC in consultation with the caterer





Vegetable Curry Options:

- Dum Aloo •
- Kathal (Jackfruit) curry •
- Aloo-soyabean curry
- Rajma
- Veg Manchurian .
- Chole curry .
- Veg Kofta
- Lauki kofta

Dal Options:

- Dal fry
- Dal tadka
- Urad dal
- Moong dal
- Dal lehsuni
- Tuvar dal

Drinks Options:

- Rasna .
- Soup (Tomato, Man chow, clear etc.) •
- Tang .
- Soda/Lemon Soda •
- Sweet Lassi
- Roohafza
- Khus sharbat

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- Malai kofta
- Corn palak
- Aloo palak curry
- Khichdi
- Any other seasonal curry as suggested by SMC in consultation with the caterer
- Masoor dal
- Mix Dal
- Dal makhana
- Kadhi
- Any other dal as suggested by SMC in consultation with the caterer
- Fresh juice like pineapple, watermelon juice
- Jaljeera
- Aam panna
- Any other seasonal drinks as suggested by SMC in consultation with the caterer

Assamese and Non-Vegetarian curry & dry Options: To be decided by SMC in consultation with the caterer.

SMCs should prepare menu taking into consideration the preferences of its hostel's boarders/subscribers by taking a poll and/or through General Body Meetings.

For items not mentioned in the options (except for Assamese and Non-Vegetarian curry & dry Options), SMC must take a written consent from the caterer who shall agree to provide the item without any





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objection and forward it to HAB; failure to do so shall result in removal of the item from the hostel's mess menu.

• Gala Dinner

- 1. The caterer has to provide three Gala Dinners per Semester (i.e. 6 Gala Dinners per year) (dates to be decided by HAB in consultation with HMCs).
- 2. The food rate for Gala Dinner is Rs. 300/- (inclusive of taxes) per student. This will be paid in addition to the basic menu food rate for the day. Menu for the gala dinners will be proposed by the SMCs in consultation with the caterer.

• Live Counter

- 1. A live counter shall be operated during the mess timings and is to make and serve the following indicative items upon demand by the students, on an extra payment basis.
- 2. A Live Counter Prices Revision Committee Meeting will be held every 2 months to regulate the prices of live counter items.
- 3. <u>Mandatory Items:</u> The following items must be made available to every student against extra payment.

Breakfast:

- a. Milk
- b. Tea
- c. Coffee
- d. Boiled Egg
- e. Butter

Lunch and dinner:

- a. Curd
- b. Omelet and Egg Bhurji
- c. Chicken
- d. Paneer (Sabzi and Bhurji)
- e. Fish
- f. Egg Fried Rice
- g. Chicken Fried rice
- h. Special Dish

Optional Items: In consultation with the SMC, the caterer may serve additional items such as:

- 1. Mutton/Fish
- 2. Egg Curry
- 3. Sweet dish etc.





PAY-AND-EAT COUPONS

- 1. Persons, other than the Hostel residents and subscribers are also allowed to avail the mess food by buying the coupons which will be distributed by HAB to all the caterers. The caterer shall be accountable for the on-spot sale of coupons and its accounting.
- 2. Under no circumstance will the caterer sell or provide any food or ingredients to any person or group or body other than regular subscribers of the mess except through on-spot coupon sale, unless otherwise specifically authorized by the Warden and/or HAB (along with its functionaries and representatives) in writing. Violation of these provisions will attract penalties and may lead to termination of the contract.
- 3. The caterer must use the coupons provided by the hostel office through HAB. Payment should be received electronically by the caterer following the distribution norms of the HAB. From the coupons, from the sale shall have to be deposited with the HAB account periodically as decided by HAB.
- 4. All the coupons purchased shall be punched properly and should not be reused in any circumstances, failing to do so, the SMC has rights to take strict actions against the caterer.
- 5. Caterer must provide electronic payment facility for live counter and pay-and-eat facility.
- 6. The coupons rate for pay-and-eat will be as per the below table. HAB reserves the right to change the rates after deliberation with the concerned parties and authorities time to time.

<u>SI. No.</u>	<u>Meal</u>	<u>Coupon Price (in ₹)</u>	HAB Share (in ₹) (Included in coupon price)
1.	Breakfast	45	5
2.	Lunch/Normal Dinner	60	10
3.	Special Dinner	90	10





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TABLE 2

PERMISSIBLE BRANDS

SI.No.	Items	Brands
1	Salt	Tata/Aashirwaad/Nirma Shudh/Puro
2	Spices	Catch/MDH/Everest
3	Ketchup	Kissan/Maggie/Annapurna/Tops/Pou Chong
4	Mustard Oil	Fortune/Dhara
5	Pickle	Nilons/Sun Grow/Priya
6	Wheat flour	Aashirvaad/Fortune/Laxmi Bhog/Patanjali
7	Noodles	Nestle/Chings
8	Butter	Amul/Mother Dairy
9	Bread	HOMA/REPOSE
10	Jam	Kissan/Annapurna /Tops
11	Ghee	Amul/Mother Dairy/Annapurna
13	Milk	Amul/Sudha/Mother Diary/Purabi
14	Paneer	Amul/Sudha/Nandini
15	Теа	Tata/Korangani/Golaghat/Red Label/Wagh Bakri
16	Coffee	Nescafe/Bru
17	Ice-Cream	Amul/Mothers Diary/Kwality Walls/Vadilal
18	Soya	Soyum/Fortune/Nutrella/Saffola
19	Frozen-Peas	Keventers/Pal Fresh/Deelish
20	Cheese	Amul/Mother Diary/Gowardhan
21	Rice	Laxmi Bhog/ B.P.T Arham/Sona Masoori
22	Packet Curd	Amul/Sudha/Purabi/Mother Diary
23	Dish Washing material	Vim/Pril/Presto/Colin
24	Cornflakes	Kellogg's/Barry's
25	Jaggery	24 Mantra/Star 555
26	Honey	Saffola/Dabur/Patanjali
27	Vermicelli	Pastiano/Bambino/Manna rice Sevai
28	Pasta	Pastiano/Bambino
29	Oil (Sunflower/Groundnut)	Fortune/Mahakosh /Saffola
30	Refined Wheat Flour/Maida	Fortune/Mayur
31	Fruit Drinks	Real/Tropicana/Del Monte//Minute Maid/B Natural/Paper Boat/Raw
32	Papad	Bikaji/Lijjat





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33	Sauce	Kissan/Maggi/Tops/Annapurna				
34	Chickpea Flour/Besan	Fortune				
35	Basmati Rice	India gate/Sheela/Fortune/Hilsa				
36	Hand Wash	Dettol/Savlon/Keo Karpin				
* Brands	* Brands in Bold formatting are preferred. The caterers shall consult HMC for replacing the brand and HMC					
should further inform HAB.						

The use of Hydrogenated (Vanaspati) oil is prohibited.

In the case of specific brands for any other items not mentioned in the contract (or) unavailability of the brands in the market mentioned in the above Table 2, the caterer can use any other **FSSAI** approved brands only if permitted by the Hostel Affairs' Board, in writing.

I/We agree to the above terms and conditions specified.





TABLE 3

DETAILS OF WORKING STAFF IN THE MESS

Catagony	Streng	Total		
Category	Category 1	Category 2	Category 3	Total
Highly skilled	1	1	2	16
Skilled	2	2	3	29
Semi-skilled	3	4	7	57
Un-skilled	12+1[For Service]	15+1[For Service]	28+2[For Service]	238
Total Strength of the Working Staff	19	23	42	340

HAB reserves the right to adjust/change the mess staff strength depending upon the modality of mess operation.

*The caterer shall decide the worker's leave schedule in consultation with the SMC.





ANNEXURE 1

HOSTEL STRENGTH

S. No.	Name of the Hostel Mess	Category	Capacity*
1	Barak	2	500-600
2	Brahmaputra	3	1000+
3	Dhansiri	2	500-600
4	Dihing	1	300-400
5	Gaurang	2	500-600
6	Kameng	2	500-600
7	Kapili	1	300-400
8	Lohit	3	1000+
9	Manas	1	300-400
10	Siang	1	300-400
11	Subansiri	2	500-600
12	Umiam	2	500-600
13	Disang	3	1000+

*students' strength in the hostel may vary subject to the new admission

Hostels Subansiri and Dhansiri are girls' hostels, and all others are boys' hostels (except Disang hostel which has both boys and girls boarders in two separate wings). It should be noted that if a caterer is selected for providing catering for more than one mess, the caterer must have SEPARATE AND INDEPENDENT setups one for each of the messes.





ANNEXURE 2

ESSENTIAL MESS ITEMS/EQUIPMENT:

SI. No.	Equipment Name	Category 1	Category 2	Category 3
1	Plates	250 nos.	450 nos.	800 nos.
2	Spoons	300 nos.	500 nos.	1000 nos.
3	Water Glasses (310 ml)	250 nos.	450 nos.	800 nos.
4	Jugs (2.5 Ltr)	20 nos.	30 nos.	50 nos.
5	Bain Marie	2 nos.	2 nos.	4 nos
6	Tea/Milk Glasses (150 ml)	250 nos.	450 nos.	800 nos.
7	*Dosa Tawa	1 no.	2 nos.	3 nos.
8	*Burner	Quantity required as	needed by the caterer, as p	er the hostel allotted
9	Freezer	Capacity = 500 Ltr	Capacity = 1000 Ltr	Capacity = 1500 Ltr
10	Fridge	1 no. Capacity<500 Ltr	1 no. Capacity<500 Ltr	2 nos. Capacity<500 Ltr
11	Pans for Live counter	Quantity required as	needed by the caterer, as p	er the hostel allotted
12	*Handi		needed by the caterer, as p	
13	Idli Maker	1 no.	2 nos.	3 nos.
		1 no.	1 no.	1 no.
14	Wet Masala Grinder	Capacity = 20 Ltr Power = 3 HP	Capacity = 20 Ltr Power = 3 HP	Capacity = 30 Ltr Power = 3/5 HP
15	Atta Kneading Machine	1 no. Capacity = 25 Kg Power = Single phase	1 no. Capacity = 40 Kg Power = 3 phase	1 no. Capacity = 40 Kg Power = 3 phase
16	Pulverizer	1 no. Power = 3 HP	1 no. Power = 5 HP	1 no. Power = 5 HP
17	Potato Peeler	10 kg	20 kg	20 kg
18	Commercial Mixer Grinder	1 no. Capacity = 10 Kg Power = 1 HP	7 kg Capacity = 10 Kg Power = 1 HP	10 kg Capacity = 10 Kg Power = 1 HP
19	Vegetable Cutting Machine	1 no. Capacity = 150 Kg/hour Power = Single Phase		
20	Cooker	Quantity Capacity = 22 Ltr		
21	Toaster	1 no.	2 nos.	3 nos.
22	Insect Killers (for dining and kitchen area)	12	14	18
23	Water cooler cum purifier	2	2	3





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	(for drinking and cooking in dining and kitchen area)				
24	Fire Extinguishers(4.5kg each)	12	14	18	
Caterer must maintain the number of equipment required for catering services, not mentioned above, according to the category of hostel allotted.					
This is the minimum number and specification of the equipment and utensils that the caterer needs to maintain at all times. If some of the equipment gets damaged, the caterer should have a spare for it for smooth catering in the hostel mess					





Sample Photo of Utensils:

Plates



Total Dimension of Plate: (38.5 X 28.5) cm. The plate must contain 6 sections whose dimensions are as:3 cm Two sections of dimensions: (10 X 10 X 11.5 X 11.5) cm and height: 3 cm One Section of dimensions: (16 X 11.5 X 11.5 X 11.5) cm and height: 3 cm Two Sections of dimensions: (7.5 X 14 X 6.5 X 13) cm and height:3 cm One Section of dimensions: (19 X 13 X 22 X 13) cm and height: 3 cm

• <u>Spoons</u>



Length of Spoon: 17.5 cm Maximum Width of spoon (of eating part): 4 cm Maximum Width of Spoon (of handle part): 1.5 cm







ANNEXURE 3

MESS FEEDBACK MODEL AND ASSESSMENT FORM

Hostel Affairs' Board will collect the student feedback based on below tables and evaluate the performance of the caterer every month.

			Points (p)				
Category	Description	Weight Factors	Very Good	Good	Average	Poor	Very Poor
		1 46(013	5	4	3	2	1
а	Waste Disposal	1					
b	Uniform and Punctuality	2					
С	Quality of Ingredients	3					
d	Cleanliness and Hygiene	4					
е	Overall Satisfaction - Breakfast	10					
f	Overall Satisfaction - Lunch	10					
g	Overall Satisfaction - Dinner	10					

MODEL FEEDBACK FOR EVALUATION

Overall Performance Index (O.P.I) =
$$\left(\frac{(ap)+(bp)+(cp)+(dp)+(ep)+(fp)+(gp)}{40}\right)$$

- 1. The hostel SMC shall provide the points for a, b, c and d.
- 2. The points for e, f, and g will be computed by averaging subscriber feedback.
- 3. The feedback should be collected from at least 40% of the total number of subscribers and 100% of the SMC members for the OPI action to be valid.
- 4. The HMC will formulate recommendations based on feedback points and submit recommendations (see ANNEXURE 4) to HAB before 7th of every month.
- 5. The indicative set of actions corresponding to the points obtained in the performance evaluation is listed in Table below.

SI. No.	0.P. I	Recommended Action
1	4.00 - 5.00	Nil
2	3.50 - 4.00	Warning
3	2.50 - 3.50	5% deduction of monthly food bill with Warning
4	1.50 – 2.50	10% deduction of monthly food bill with Warning
6	< 1.50	Termination of Tender

Overall Performance Index (OPI) based actions





ANNEXURE 4

ASSESSMENT OF THE MESS CATERING SERVICE

[To be submitted by the HMC/Hostel Office before 7th of every month]

Month: _____

Hostel: _____

Category	Description	Weight factors	Avg./Mean from feedback
а	Waste Disposal	1	
b	Uniform and Punctuality	2	
с	Quality of Ingredients	3	
d	Cleanliness and Hygiene	4	
е	Overall Satisfaction - Breakfast	10	
f	Overall Satisfaction - Lunch	10	
g	Overall Satisfaction - Dinner	10	
	Overall Performance Index (0.P $\left(\frac{(ap)+(bp)+(cp)+(dp)+(ep)+(fp)+(dp)}{40}\right)$		

Recommendation by the HMC based on the feedback obtained:

Signature of Convener, SMC

Signature of Hostel Office

Date: Place: Signature of General Secretary with Date

Signature of Warden with Date

Signature of Caterer along with official seal and address





COMPLAINTS AND PENALTIES

The procedure to register a complaint regarding any grievance faced by the subscriber is as follows:

- Step 1. Any complaints related to the catering service from subscribers (or in general like delay in mess timings etc.) must be submitted in *written form* or through *Centralized Daily Mess Feedback form* (QR codes for the form pasted by the HMC at appropriate places) to the Services Secretary, or a person duly authorized by the Services Secretary. The complaint should be accompanied by specific details and supporting evidence (if necessary), which may include samples, photographs, or other relevant documentation.
- <u>Step 2.</u> Upon receiving a complaint, the Services Secretary shall undertake an initial assessment and evaluation of the complaint to determine its validity.
- <u>Step 3.</u> Valid complaints will be forwarded by the Services Secretary to the Hostel Management Committee (HMC) for further action.
- <u>Step 4.</u> After due deliberation, the HMC will issue a show-cause notice and a warning letter to the caterer against whom the complaint has been made. The caterer will be required to provide a written explanation, duly signed, within a period of 7 days from the date of receiving the notice. If the Caterer is not able to give reply to the show cause notice, the show-cause notice will be approved as valid. In the event that the caterer fails to provide a response to the show cause notice within the stipulated 7-day period, the notice will be deemed as valid.
- <u>Step 5.</u> The HMC may use the below penalty table (Table 4) only if they are not satisfied with the caterer's response and shall forward the complaint (with relevant recommendations) to the Services Committee (through the Joint Secretary HAB, Services) suggesting a fine to be levied upon the caterer.
- <u>Step 6.</u> The Services Committee may consider applying standard penalties as listed in the provided table as part of the resolution process.

Please note that the procedure from Step 5 onwards will be followed by HAB only after due deliberation provided that the caterer has been issued 3 warning letters and has provided a written explanation. The HMC can only suggest the fine to be levied upon the caterer according to the Penalty Table (Table 4) and not issue any penalty on the caterer by itself. The sole authority to issue a penalty lies exclusively with HAB and its functionaries.





STANDARD PENALTIES

Calculation of Penalty: X = 0.1 * (daily rate) * number of subscribers of the mess

S. No.	Cause of action	Penalty (first instance)	Repetition of Violation (n: number of repeated instance)	
1	Presence of Category 1 unwanted items in food (*see below for definitions of unwanted items)	5X For the third i	5*n*X	
			ed to termination.	
2	Serving of insufficient quantity of food/food getting over before the stipulated mess timings	2X	nx2X	
3	Presence of Category 2 unwanted items in food (‡see below for definitions of unwanted items)	X	1.5*n*X	
4	Category 1 Violation of standard food serving procedures and/or tender norms (**see definition below)	0.5*X	1.2*n*(0.5*X)	
5	Category 2 Violation of standard food serving procedures and/or tender norms (†see definition below)	0.3*X	1.2*n*(0.3*X)	
6	Category 3 Violation of standard food serving procedures and/or tender norms (††see definition below)	0.1*X	1.2*n*(0.1*X)	
7	Misbehavior of mess personnel in the mess	Will be finalized by HAB depending on the merit of the case		
8	Proven cases of food poisoning (established by the Institute Hospital)	Termination of Contract		

*Category 1 Unwanted items are defined (but not limited to) as:

- 1. Harmful items like blade, glass, metal wires, pieces of plastic, nails, etc.
- 2. Presence cockroaches, lizards, insects etc., in cooked food
- 3. Presence of non-veg items in veg dishes
- 4. Usage of spoiled/stale food ingredients for example rotten vegetables, infected grains, expired items etc.





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5. Usage of MSG(Ajinomoto) etc., or if found in storage room

‡Category 2 Unwanted items are defined (but not limited to) as:

- 1. Presence of hair in food or in serving utensils
- 2. Presence of food color in served food or food color found in store rooms
- 3. Reuse of cooking oil, which is used for cooking non-veg food, to prepare veg items

**Category 1 Violation of standard food serving procedures and/or tender norms are defined (but not limited to) as:

- 1. Protocol violations regarding waste disposal, such as littering
- 2. non-segregation of waste
- 3. Usage of brands /items that do not comply with the brand mentioned in the tender document or is not FSSAI verified. (SMC, in principle, cannot decide brands, we should only write brands mentioned in the tender documents)
- 4. Reuse of heated oil

†Category 2 violations of standard food serving procedures and/or tender norms are defined (but not limited to) as:

- 1. Adulteration of milk (lactometer range does not show the ideal range)
- 2. Poor maintenance of kitchen and mess area/tampering of the drainage system
- 3. Late serving of food (waiting time is more than 15 minutes for lunch and dinner and 10 minutes for breakfast)
- 4. Using non-utensil washing detergents
- 5. Insufficient number of equipment (as per annexure 2)

††Category 3 violations of standard food serving procedures and/or tender norms are defined (but not limited to) as:

- 1. Change of menu without valid reason and prior permission from SMC/HAB.
- 2. Mess personnel found violating hygiene standards for example non-usage of gloves and caps, nonmaintenance of personal hygiene etc.
- 3. Noncompliance with workers dress Code.
- 4. Use of newspapers to keep fried items or cooked food

HMC will keep the record of all number of instances and will have to mention the number of instances (n) on every show cause notices and fine notices.

Note:

- For the instances not listed above, HAB reserves the right to penalize the caterer with the amount it seems fit based on the severity of the violation and recommendations from HMC.
- Food Poisoning may invoke the above fines, along with cancellation of contract and possible blacklisting of the





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caterer. The security money deposited will not be refunded to the caterer in case the contract is cancelled for the above reason.

• Severity of hygiene failure shall be assessed and decided by the mess management committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine and/or termination of Contract.



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ANNEXURE 6

MESS PENALTY VOUCHER

[To be exclusively used by HAB functionaries and its representatives only]

I/We has/have visited Caterer on Time:

This is part of Frequent Mess visit/upon invitation of Student/Complaint received from student.

I/We has/have made the following observations which invites penalty according to the mess contract.

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Poor quality of Vegetables from mess	Deviation in the approved Menu without prior permission from SMC	Unclean utensils	Presence of blade, glass, metal wires, nails, cockroaches, cigarettes, cloth pieces, ropes, stones etc.
Poor quality of rice used for preparation of meals, idly and dosa	Mess Manager is not present	Food is inedible/Improperly cooked	Misbehavior of mess worker deployed by the caterer
Reused oil/ Kitchen is unhygienic	Insects found in any of the prepared food	Personal hygiene	Leftover food and other disposable item are not disposed outside hostel premises within, the same day
Use of banned Taste enhancers	Food is exhausted within Mess timings	Dining area kept unhygienic	Non-compliance to safety norms
Baking soda is used for cooking rice	Waiting time is more than 15 minutes	Use of unbranded/bad/ duplicate quality of any mess commodities	Suggestion book/Complaint book Unavailable
Total Penalty Amount			

Comments and Remarks of Mess visit

I/We impose penalty on the caterer

Name, Designation and Signature

Submitted to Hostel Office

Caretaker

Warden/Associate Warden

Initials of Mess Manager





ANNEXURE 7

CLAUSES FOR TERMINATION OF THE CONTRACT

Notwithstanding the other clauses in the tender document that can lead to contract termination, the following situations listed below can also lead to a termination of the contract.

- 1. Three warning notices in 3 months (consecutive/non-consecutive) regarding not serving the mandatory optional items during breakfast, lunch and dinner or both will act as sufficient grounds to terminate the contract.
- 2. Three warning notices in 3 months (consecutive/non-consecutive) period regarding not serving the items listed under the Live Counter section in Schedule C of this tender document during either breakfast, lunch and dinner or both will act as sufficient grounds for terminating the contract.
- 3. Violating the Gol labour wage and employment laws will lead to termination of the contract, and the <u>caterer will</u> <u>be blacklisted for 3 (three) years.</u>
- 4. Four warning notices in 4 months (consecutive/non-consecutive) period regarding not maintaining the proper cleanliness inside the kitchen will be sufficient for terminating the contract.
- 5. Proven cases of food poisoning (established by the Institute Hospital).





ANNEXURE 8

SAMPLE BASIC MENU

Days	Breakfast	Lunch	Dinner
Days	(7:30 AM to 10:00 AM)	(12:15 PM to 2:30 PM)	(8:00 PM to 10:15 PM)
Monday	 Poha + Sev + Chopped Onion + Tomato + Lemon Aloo-Onion Paratha + Chutney + Sauce+ Curd Paneer bhurji Apple 	 Soya matar masala Aalo gobi fry sabzi Arhar dal tadka and Sambhar Lemon rice Fried Papad Garlic chutney Baigan pakoda Sweet lassi 	 Soyabean chilly Rajma Masoor dal and Sambhar Jeera Rice Fried Papad Garlic chutney Baigan pakoda Tomato Soup Rasgulla
Tuesday	 Uttapam + Sambar + coconut chutney Paste + Ketchup Paneer bhurji Grapes 	 Rajma Aloo Cabbage Matar Masoor Dal fry and Sambhar Jeera Rice Fried Papad Garlic chutney Palak Pakoda Jaljeera 	 Kathal Curry Aloo chokha Mix Dal and Sambhar Peas Pulao Fried Papad Tomato Chutney Fryums Aam Panna Gulab Jamun
Wednesday	 Palak Puri + Aloo Matar Sabji Methi Parantha + Sabji Paneer bhurji Watermelon 	 Black Chana Assamese Aloo Beans fry Mix Daal and Sambhar Tomato Rice Fried Papad Tomato chutney Fryums Neembu Pani 	 Chilli Paneer/Chilli Chicken Paneer butter masala/chicken butter masala Chapati + Tandoori Naan Moong daal and Sambhar Veg Briyani and Raita Roasted Papad Garlic chutney Palak Pakoda Vegetable Soup Ice cream
Thursday	 Vada Pav Pav Bhaji Paneer bhurji Apple 	 Dum Aloo Baingan Bharta Moong Masoor Dal and Sambhar Jeera Rice Fried Papad Imli chutney Fryums 	 Chole Aloo Gobi Matar Bhatura+chapati Dal tadka and Sambhar Lemon rice Fried Papad Garlic chutney Fryums





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		8. Sweet lassi	9. Roohafza 10. Fruit custard
Friday	 Maggi (Boiled + Fried) + Ketchup Besan Chilla + Green Chutney Paneer bhurji Banana 	 Veg Manchurian Red Pumpkin Chana Mix Daal and Sambhar Tomato Rice Fried Papad Garlic Chutney Baigan pakoda Chaas 	 Veg kofta/ Egg curry Veg do pyaza Dal fry and Sambhar Jeera Rice Fried Papad Garlic chutney French Fries Jaljeera Boondi
Saturday	 Idli (Boiled + Masala) + Coconut Chutney + Sambar Pakode (Aloo + Bread) + Chutney Paneer bhurji Pineapple 	 Corn Palak Tawa Veg Daal Makhana and Sambhar Lemon rice Fried Papad Imli chutney Wada Roohafza 	 Rajma Baigan Bharta Urad Dal and Sambhar Tomato Rice Fried Papad Garlic chutney Banana Chips Man chow Soup Gulab Jamun
Sunday	 Masala Dosa + Coconut Chutney + Sambar Kachori + Ghughni + Ketchup Paneer bhurji Banana 	 Chana Masala Kadhi Pakoda Masoor daal and Sambhar Tomato Rice Fried Papad Garlic chutney Baigan pakoda Sweet lassi 	 Tandoori Chicken/ Tandoori Panner Panner lababdar/chicken lababdaar Plain Parantha + chapati Mix Dal and Sambhar Hyderabadi Biryani + Raita Fried Papad Garlic chutney Fryums Khus Sharbat Rasmalai

Subscriber can choose any one of Non-Veg complimentary items daily: Boiled egg /Omelet /Egg Bhurji Milk (Bournvita/Complan/Horlicks)/Tea/Coffee [200ml] will be served daily. Subscriber can choose any one of them. Toasted/Normal White and Brown bread with Jam (20gm) and Butter (20gm) will be served daily. Sprouts, Boiled Pulses and Corn will be served daily.

Lunch/Dinner:

Chapati (with and without ghee) will be served daily unless other type of bread is mentioned in the menu. Plain rice will be served daily.







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Curd/Raita will be served daily in Lunch. Sweets (1 equivalents) will be served daily in Dinner.

Salad (Onion/Cucumber/Carrot/Beetroot/Tomato) and Pickle will be served daily.

HOLIDAY/WEEKEND TIMINGS:

Breakfast: 08:00 AM to 10:30 AM, Lunch: 12:30 PM to 2:30 PM, Dinner: 8:00 PM to 10:15 PM





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FORM A

DETAILS OF THE SERVICE PROVIDER/CATERER

[To be submitted in the organizational letterhead]

SI. No.	Description	Information
1	Name of the Firm	
2	Year of Establishment	
3	Complete Address	
4	Contact number and e-mail id.	
5	Name & Designation of the contact person with mobile number and e- mail id.	
6	Trade License Number / Society Registration. Number (Copy should be enclosed)	
7	Labour License Number / Registration Number (Copy should be enclosed)	
8	Permanent Account Number (Copy should be enclosed)	
9	EPF Registration Number (Copy should be enclosed)	
10	ESI Registration Number (Copy should be enclosed)	
11	AS VAT / GST Registration Number for mess service applicants in Hostels (Copy should be enclosed)	
12	Proof for payment of Income Tax (for last three years) (Copy of the IT Return for last Financial three years ending on March 2019 to be enclosed)	
13	Copy of the last three months Challan in support of the deposit of the contribution made both with the ESIC, and the EPFO to be enclosed	

Declaration: I hereby certify that the information furnished in this document is complete and correct to the best of our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be black listed and will not be allowed to have any dealing with the Hostel Affairs' Board, IIT Guwahati in future.

Date:

Signature of the caterer with seal





LETTER OF TRANSMITAL CUM UNDERTAKING

From:

Name of the Service Provider: Address :

To: Chairperson, Hostel Affairs' Board, IIT Guwahati, Guwahati, Assam 781039.

Sir,

Sub: Submission of technical bid application for empanelment of caterers for providing catering services in various hostels of the Indian Institute of Technology **on fixed rate decided by the institute**.

Having examined and understood the details given in the Notice inviting tender and the tender document for the above service, I / we hereby submit our tender with the following declaration:

- 1. I/ we hereby declare that all the statements made by me/ us in the tender document are true and correct to the best of my/our knowledge and belief.
- 2. I/ we declare that before signing this bid, I/ we have read and fully understood all the terms and conditions, instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
- 3. I/ we also agree that the institute can approach individuals, departments, employees or firms to verify our competence and general reputation.
- 4. I/ we agree that the Bid security (EMD) furnished along with my/our tender is liable for forfeiture in case of any default.
- 5. I/ we agree that the bid tendered by me/ us is valid for 90 days from the date of submission of the bid for its acceptance. I/ we further agree that I/ we will not make any change in our technical bid after its submission or withdraw the same.

Date:

Signature of Authorized signatory.





FORM C

FORMAT FOR SUBMISSION OF BANK ACCOUNT DETAILS

The Service Provider/Caterers are requested to furnish their bank details so as make payment / return the SD/EMD of unsuccessful Service Provider/Caterers through RTGS, in the following format:

May be typed as per the format given,

Format for submission of details of the bank account of the Service Provider/Caterer:

Name of the account holder (Service Provider/Caterer)	
Complete address	
Contact number	
Email address	

Bank Account details:

Bank / loobant dotano.	
Bank name	
Branch name	
MICR number	
Account type	
Account Number	
Please re-type Account number again	
IFSC code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the Service Provider/Caterer

Certification from the banker:

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank





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FORM D

EXPERIENCE AND ASSESSMENT CERTIFICATE

[To be provided in sealed envelope as confidential report by the issuing authority on your organisation letterhead]

This is to certify that		(Nan	ne of the caterers'
company) provided/has been	providing		(type of service)
service to us from	(start date) to	(end date).	
	deve of every enjoy of in a ferring of	wiese Andhessewied	(Cture in with

i.e. _____ years _____ months ____days of experience in catering services. And has served ______ (Strength

of individuals) in a single mess in this organization in the last one year (FY 2023-24) continuously.

The above-mentioned caterer has clean/good record in all respect without any illegality/malpractices to the best of my knowledge, no legal proceeding is pending or contemplated.

	se give numerical assessment 1 to 5 (5 being the llent, 4-Very good, 3-Good, 2-Average, 1-Poor) for t		•			
Nam	Name and Designation of the assessor: Name:					
	essor should be in Registry Cadre (or above) or Pay					
	I 10 and above)	Designation:				
SI. No.	Description	Numerical Assessment	Justification/ Remarks, if any.			
01	The caterers' response has been prompt and as required by the administration and all the managers were professionally trained					
02	All the managers/workers have been punctual and performed their duties with complete responsibility.					
03	There have been no removals or replacement of managers on the ground of indiscipline, substance abuse, negligence, criminal record, driving mishap, etc.					
04	Quality, Quantity of food and Safety of operations.					
05	Health, hygiene and proper cleanliness and Student/customer friendliness.					

Date:

(Signature of The Issuing Authority) Name and Organization's seal





DECLARATION FOR ACCEPTING FIXED COMPREHENSIVE MENU RATE

To:

Chairperson,

Hostel Affairs' Board,

IIT Guwahati,

Guwahati, Assam 781039.

This is to certify that we are willing to provide mess catering services in the Hostels of IIT Guwahati (Reference Your Tender No. ______ dated _____) at fixed rate of Rs. 119/- (Rupees One Hundred and Twenty-One only) per student per day for the comprehensive menu suggested by your Institute as per the clause of the tender document.

Date:

(Signature of Applicant)

Name and Company's seal





FORM F

INTEGRITY AGREEMENT

This Integrity Agreement is made in Guwahati on this _____ day of _____ 20__

BETWEEN

Indian Institute of Technology Guwahati incorporated as a body corporate under the Institutes of Technology Act, 1961, through its Director, represented by Dean of Students' Affairs' and/or Chairperson, Hostel Affairs' Board of the FIRST PART (Herein after referred as the "Institute", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

M/s______ a proprietary/partnership company/Company having its (Name of the Individual/company/Company)

registered office at _____(Address of the Individual/company/Company)

represented by Shri ______ (Hereinafter to as the "Service Provider/Caterer" and which

(Details of duly authorized signatory)

expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

Preamble

WHEREAS THE Institute has floated the Tender (Ref No. _____) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contact for

(Name of work) Hereinafter referred to as the "Contract".

AND WHEREAS the Institute values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Service Provider(s) and Caterer(s).

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

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



Ref: IITG/SA/HAB/HST/309

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Article 1: Commitment of the Institute

- i. The Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Institute, personally or through any of his/her family members, will in connection with the tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Institute will, during the tender process, treat all Service Provider(s) with equity and reason. The Institute will, in particular, before and during the tender process, provide to all Service Provider(s) the same information and will not provide to any Service Provider(s) confidential / additional information through which the Service Provider(s) could obtain an advantage in relation to the tender process or the Contract execution.
 - c. The Institute shall endeavour to exclude from the tender process any person, whose conduct in the past has been of biased nature.
- ii. If the Institute obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Institute will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Service Provider(s)/ Caterer(s)

- i. It is required that each Service Provider/Caterer (including their respective officers, employees and agents) adhere to the highest ethical standers, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contact.
- ii. The Service Providers(s)/Caterer(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contact execution:
 - a. The Service Providers(s)/Caterer(s) will not, directly or through any other person or company, offer, promise or give to any of the Institute's employees involved in the tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Caterer.
 - b. The Service Providers(s)/Caterer(s) will not enter with other Service Providers(s) in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Service Providers(s)/Caterer(s) will not commit any offence under the relevant IPC/PC Act. Further the Service Providers(s)/Caterer(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Service Providers(s)/Caterer(s) of foreign origin shall disclose the names and address of agents/representatives in India, if any Similarly, Service Provider(s)/Caterer(s) of Indian Nationality





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shall disclose names and address of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacture, he shall not be allowed to quote on behalf of another manufacture along with the first manufacture in a subsequent/parallel tender for the same item.

- e. The Service Providers(s)/Caterer(s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- iii. The Service Providers(s)/Caterer(s) will not, instigate third persons to commit offences outlined above or be an accessory to such offences.
- iv. The Service Providers(s)/Caterer(s) will not, directly or through any other person or company indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- v. The Service Providers(s)/Caterer(s) will not, directly or through any other person or company use Coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- i. If the Service Providers(s)/Caterer(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Institute after giving 14 days' notice to the Caterer shall have powers to disqualify the Service Providers(s)/Caterer(s) from the tender process or terminate/determinate the Contract, if already executed or exclude the Service Providers/Caterer from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Institute. Such exclusion may be forever or for a limited period as decided by the Institute.
- ii. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Institute has disqualify the Service Providers(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Institute apart from exercising any legal rights that may have accrued to the Institute, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Service Providers/Caterer.
- iii. Criminal Liability: If the Institute obtains knowledge of conduct of a Service Provider or Caterer, or of an employee or a representative or an associate of a Service Provider or Caterer which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Institute has substantive





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suspicion in this regard, the Institute will inform the same to law enforcing Service Providers for further investigation.

Article 4: Previous Transgression

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

Article 5: Duration of the Pact

These Pact beings when both the parties have legally signed it. It expires for the Caterer/Vendor **24 months** after the completion of work under the Caterer or till the continuation of defect liability period, whichever is more and for all other Service Providers, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of IIT Guwahati.

Article 6: Other Provisions

- i. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Institute, who has floated the tender.
- ii. Changes and supplements need to be made in writing. Side agreements have not been made.
- iii. If the Caterer is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all parties and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- iv. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- v. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

Article 7: LEGAL AND PRIOR RIGHTS

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





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

(For and on behalf of Institute)

(For and on behalf of Service Provider/ Caterer)

WITNESSES:

(Signature, Name and Address)

2

(Signature, Name and Address)

Place: Guwahati

Date:





FORMAT OF INDEMITY BOND

(TO BE NOTORISED ON A STAMP PAPER OF APPROPRIATE VALUE)

Name of the service:

KNOW all men by these presents that M/s______ (name and address of the Service Provider) do hereby execute Indemnity bond in favour of IIT Guwahati, Amingaon, North Guwahati, Guwahati, Assam 781039 on this ______ day of _____

THIS DEED WITNESSETH as follows:

We ______ (Name and address of the caterer) do hereby indemnify and save harmless IIT Guwahati, Amingaon, North Guwahati, Guwahati, Assam 781039 from:

- Any third-party claims, civil or criminal complaints/ liabilities/ site mishaps and other accidents or disputes; and/ or damages occurring or arising out of any mishap due to my/ our negligence in performing the contract for ______ (Name of work);
- 2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or my employees;
- Any claims by an employee of mine/ ours if any, under the Workman Compensation Act or Employees Liability Act or Minimum Wages Act or any other Act/ Law/ Rules and regulations in force from time to time under any Law in respect of injuries to persons or property arising out of in the course of execution of contract and/ or arising out of in the course of employment of any workman/ employee;
- 4. Any act or omission of mine/ ours which involve any loss or damages or liability or civil or criminal action.

IN WITNESSETH WHEREOF the above named has set his signature on this day_____

Signed and delivered by the aforesaid in the presence of witness:

1.

2.





SOLVENCY CERTIFICATE

[Format for Solvency Certificate]

То		
The Chairperson		
Hostel Affairs' Board		
Indian Institute of Technology, Guwahati		
Guwahati - 781039 Assam		
This is to certify that to the best of our knowledge	and information, M/s	(address)
	a customer of our bank is respectable	e and be treated as good for an
engagement up to a sum of Rs		(Solvency amount)
	only as on	(Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers. This certificate is issued at the specific request of the customer.

Yours faithfully,

For _____ (Bank)

Bank Officer with designation and seal





FORM I

FORMAT OF AFFIDAVIT

On a stamp paper of Rs.200 duly sworn before the Public Notary

Affidavit	t of Mr./Ms	, S/o/ of Mr	aged about years,
resident	t of	, working as	(designation) for
	(name and	address of the Service Provider/Cate	erer).
I, the ab	oove-named deponent, solemr	ly affirm and state as under:	
1.	That I am working as	/proprietor of the	(name of the company)
	and authorized to sign this at	fidavit.	
2.	That the company M/s		(complete address of the
	company) has not abandone	d or suspended any contracts/service	es of any organization/ department so far.
3.	That the company M/s		(complete address of the
	company) has not been blac	klisted/ debarred for competing in tend	ders /services of any organization/ department
	so far.		
4.	I solemnly verify that the fact	s stated above are true and nothing n	naterial has been concealed.
			Seal and Signature of deponent
			Identified by:

Solemnly affirmed and signed before me by the Deponent after the contents of this affidavit were read over to him, and

stated by him to be true and correct on this _____ day of _____ 2024, at _____.





FORM J

FORMAT OF AGREEMENT

AGREEMENT FOR RUNNING MESS AT ______ HOSTEL, IIT GUWAHATI

THIS AGREEMENT is made on this Day/ Month/Year ______ by and between Indian Institute of Technology Guwahati, Amingaon, North Guwahati, Guwahati, Assam 781039. Represented by the Director, in turn represented by Dean of Students' Affairs and/or Chairperson, Hostel Affairs' Board hereinafter called the "IITG" of the FIRST PART (The expression "IITG" shall include his successors, assigns or transferees)

AND

______ (Name and address of the Service Provider) represented by ______, hereinafter called the Service Provider/ Caterer which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives of the OTHER PART.

WHEREAS the institute has called limited tenders for Inviting Service Providers/Caterers for providing mess catering services in various Hostels of the Institute on a fixed rate decided by the Institute, at ______ vide Notice Inviting Tender No. ______ dated

 Tender No. ______dated _____.

 Among several Service Providers who have offered their tender, the institute found the tender offered by ______ (Name of the Service Provider) is acceptable and hence decided to grant the contract to them vide Letter of Intent No. ______ dated _____.

WHEREAS ______ (Name of the Service Provider) has accepted the award of contract.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the tender document.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement, namely
 - a. Notice Inviting Tender No. _____dated _____.
 - b. Tender document containing _____ pages.
 - c. Letter of Intent No.
 - d. Work order
- 3. All future correspondences between the parties
- 4. In consideration of the payments to be made by the institute, the caterer hereby covenants with the institute and execute the services of running the Mess at _____ Hostel with effect from the date of this agreement.
- 5. That the caterer hereby agrees to adhere to all related statutory requirements/ related Acts & Rules and statutory provisions in employing personnel required under this contract.
- 6. The institute hereby covenants to pay the caterer in consideration of the services rendered by the caterer, the amount specified in the tender document as accepted in the letter of intent.

IN WITNESS WHEREOF the parties hereto have signed the agreement the date and year first above mentioned.

Caterer

Witness:







FORM K

FORMAT OF LETTER OF INTENT

Ref No.

Date:

To: (Name address of the Caterer)

Sir,

Sub.: Running the mess at ______ Hostel, IIT Guwahati - Letter of Intent - Reg.

Ref.:

- 1. Notice inviting tender _____ dated _____.
- 2. Your tender dated _____
- 3. Approval dated ______ of the Tender Allotment Committee, IIT, Guwahati.

This is to inform you that, subject to the terms and conditions of Notice inviting tender dated ______and the tender document, your tender under reference (2) above for the above service is accepted.

You are requested to submit a further security deposit by means of RTGS/ Demand Draft of any scheduled bank drawn in favour of the "Chairperson, Hostel Affairs' Board, payable at Guwahati within three days from the date of issue of this letter.

You are also requested to attend this office within three days from the date of issue of this letter along with a nonjudicial stamp paper/ document paper of Rs.200/- for executing an agreement.

Yours sincerely, Chairperson Hostel Affairs' Board IIT Guwahati

Copy to: Concerned Hostel Warden / Associate Wardens / General Secretary / Services Secretary





FORM L

FORMAT OF WORK ORDER

Ref No_____

Date:

To: (Name and address of the Caterer)

Sir, **Sub.:** Running the mess at ______ Hostel, IIT Guwahati - Work order - Reg.

Ref.:

1. Notice inviting tender ______ dated _____.

2. Agreement dated _____

The agreement dated _______ for the above service is accepted. A copy of the agreement is enclosed. You are requested to contact the ______, HAB office for further instructions. Subject to satisfactory performance and subject to terms and conditions of the agreement dated ______, the contract is for **two years**.

You shall pay all the statutory benefits to the employees engaged under this contract and submit the remittance details to the from time to time.

You shall furnish the institute every succeeding month, the details of salary of previous month given to your employees with copy of salary slip, details of cheque given towards salary, EPF, ESI, bonus etc. or the copy of the receipt obtained from the staff, as per the Labour Act, for the institute record purpose. In no case, the payment shall be less than the minimum wage prescribed from time to time.

You are requested to obtain Labour Licence from the Labour Commissioner I as per Contract Labour (Regulation and abolition) Act 1970 and the Central Rules framed there-under, and submit a copy of the same to this office for record purpose. Form No. III required in this connection is enclosed herewith.

You are further requested to submit an Indemnity bond as per the terms of the agreement (format enclosed).

Yours sincerely, Chairperson Hostel Affairs' Board IIT Guwahati

Copy with copy of agreement to: Concerned Hostel Warden / Associate Wardens





FORM M

TECHNICAL DATA SHEET

SI. No.	Particulars	Allocation of Marks	Total Marks		
	Firm's catering experience in years				
	3 years – 5 years	5			
01	> 5 years – 7 years	10	FORM D		
	> 7 years – 10 years	15			
	> 10 years	20	1		
	Average annual financial turn-over (gross) of the firm (in the last 3 financial years filed) ending 31 st March 2023	based on ITR			
	Rs. 50 Lakhs to Rs.100 Lakhs	4			
02	Above Rs. 100 Lakhs and up to Rs. 200 Lakhs	8	FORM N		
	Above Rs. 200 Lakhs and up to Rs. 300 Lakhs	12			
	Above Rs. 300 Lakhs and up to Rs. 400 Lakhs	16			
	Above Rs. 400 Lakhs	20			
	Experience in catering in Govt. Organization/PSU/Govt. funded Educational Institute of repute				
03	3 years to 5 years	10	FORM D		
00	5 years to 10 years	15			
	Above 10 years	20			
	Experience in catering in the last one year (FY 2023-24) in Educational Institute of	-			
	In students' hostels of IISc, IISERs, IITs, IIMs, NITs, IIITs and Central funded	20			
04	Institutes of higher learning		FORM D		
	In students' hostels of State Govt. Educational Institution(s)	15			
	In students' hostels of any other private institutes of high repute for higher learning	10			
	Strength of individuals served in a single mess in Educational Institute of high repute in the last one year (FY 2023-24) continuously				
05	100 to 250 individuals	5	FORM D		
00	251 to 500 individuals	10			
	501 to 750 individuals	15			
	751 individuals and above	20			
	Total Technical Score		100		





FORM N

DETAILS OF ANNUAL FINANCIAL TURNOVER OF SIMILAR WORK

(To be submitted in a separate sheet typed neatly – preferably in alphabetic order)

ANNUAL TURN OVER						
YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rs.)					
2021-2022						
2022-2023						
2023-2024*						
Average Annual Turnover						
Note: The above data is to be supported by Audited Balance Sheets						
* If not audited till the date of submission of tender, a certifi along with un-audited accounts.	cate from the Chartered Accountant may be submitted,					





Your Ref. No:

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI

BID SECURITY DECLARATION FORM

То

The HoS & HoS

Students' Affairs' Section

IIT Guwahati

I/We/M/s	(name) subm	itted	the	bid	against	the
respective	NIQ No				. dec	clare that	:, if, I/
We / M/s	3	gets	sele	ected	to p	orovide I	Mess
Service in	Hostel, I will submit the security deposit as mentioned in the tender do	cument w	/ithin	One	mont	h of rece	iving
the offer le	etter. we understand and agree that, if the security money is not deposite	d within	stipul	lated	time,	our com	pany
will be det	parred for the period of five years for further bidding of any tender of your	Institute	. Furt	her, v	ve ag	ree that,	your
Institute is	s at liberty to intimate this debarment to all departments/organization	n of go	vernn	nent a	and g	governm	ental
organizati	ons.						

Yours faithfully,

Seal and Signature of the Service Provider

