

निविदा / कोटेशन के लिए आमंत्रण  
**INVITATION FOR TENDER / QUOTATION**

Telephone : 91-532-227+1122, +1123  
Fax : 0532-2545341, 2545822  
GRAM : MNNIT  
Website : <http://www.mnnit.ac.in>  
Email : [fip@mnnit.ac.in](mailto:fip@mnnit.ac.in)



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद  
इलाहाबाद-211004 (भारत)

Motilal Nehru National Institute of Technology Allahabad  
Allahabad-211004 (India)

An Institute of National Importance as Declared by NIT Act, GOI, 2007

**मेस कैटरिंग सेवा को उपलब्ध करने हेतु “अभिरुचि की अभिव्यक्ति”**

**“EXPRESSION OF INTEREST” (EOI) for Providing Mess Catering Services at SVBH-MNNIT Allahabad**

निविदा संख्या / Tender No. **EOI-2/MNNIT/Mess Catering/2014**

**Dated: 26.05.2014**

सेवा में / To,

विषय:- मेस कैटरिंग सेवा को उपलब्ध करने हेतु “अभिरुचि की अभिव्यक्ति” प्रस्ताव का आमंत्रण

Subject: Invitation of “Expression of Interest” proposal, for providing mess catering services at SVBH.

प्रिय महोदय / Dear Sir

निदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद, योग्य पात्र एवं प्रतिष्ठित एजेंसियों/फर्मों से, दस्तावेज के अनुसार नियम व शर्तों पर, ‘अभिरुचि की अभिव्यक्ति’ (EOI) का प्रस्ताव आमंत्रित करते हैं।

Director, Motilal Nehru National Institute of Technology Allahabad invites proposal of “Expression of Interest” (EOI) from reputed Agencies/firms, on the terms and conditions as per EOI document.

मौजूदा प्रणाली, दायरा, पूर्व योग्यता मानदंड, बोली के नियम व शर्तों एवं प्रस्तावित उत्तर प्रारूपों के अवलोकन हेतु कृपया हमारी वेबसाइट <http://mnnit.ac.in/tenders.html> का अवलोकन करें।

For overview of the existing system, scope, pre-qualification criteria, bidding terms and conditions and suggested response formats, please visit our website <http://mnnit.ac.in/tenders.html>

इच्छुक एजेंसियां/फर्म, जो निर्धारित पूर्व योग्यता मानदंडों को पूरा करते हों, सभी आवश्यक दस्तावेजों सहित अपनी “अभिरुचि की अभिव्यक्ति” का प्रस्ताव अधिकृत हस्ताक्षर कर्ता द्वारा हस्ताक्षरित प्रावरण पत्र व निर्धारित शुल्क के साथ एक मुहरबंद लिफाफे में दिनांक 19 जून 2014 समय 15:00 बजे तक निम्न पते पर प्रस्तुत कर सकते हैं।

Interested Agency/firm, who meet the pre-qualification criteria may furnish their Expression of Interest with all the necessary documents in a sealed cover along with the covering letter duly signed by an authorized signatory and prescribed fee, payable at Allahabad, on or before 19.06.2014 by 15:00 hours at the following address:

संकाय प्रभारी (क्रय) का कार्यालय  
मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान  
इलाहाबाद, इलाहाबाद— 211004

OFFICE of Faculty In-charge (Purchase)  
Motilal Nehru National Institute of  
Technology Allahabad  
Allahabad-211004 (U.P.) India

सभी प्राप्त "अभिरुचि की अभिव्यक्ति" के प्रस्तावों को निविदाकर्ताओं/बोलीदाताओं के उन अधिकृत प्रतिनिधियों की उपस्थिति में दिनांक 19.06.2014 को 15:30 बजे खोला जाएगा, जो प्रक्रिया में भाग लेंगे तथा अपनी उपस्थिति के साक्ष्य में एक रजिस्टर पर हस्ताक्षर करेंगे।

All received proposals of "Expression of Interest" will be opened on 19.06.2014, at 15:30 hours in the presence of authorized representatives of tenderers/bidders, who choose to attend and shall sign a register evidencing their attendance.

<b>मेस कैटरिंग सेवा को उपलब्ध करने हेतु "अभिरुचि की अभिव्यक्ति"</b> <b><u>"EXPRESSION OF INTEREST" (EOI) for Providing Mess Catering Services at SVBH-MNNIT Allahabad</u></b>	
<b>सारांश / SUMMARY</b>	
निविदा दस्तावेज सूचना संख्या / EOI Notification No.	EOI-2/MNNIT/Mess Catering/2014, dated 26.05.2014
कार्य प्रकृति / Nature of work	Mess Catering Services for 800 ± 10% hostel inmates at SVBH MNNIT Allahabad
निविदा दस्तावेज शुल्क / Cost of EOI document (Rs.)	Rs. 1,000.00 (Rupees One thousand only) in the form of DD/Fixed deposit receipt.
धरोहर राशी (रु) / EMD Amount (Rs.)	Rs. 1,00,000/- (Rupees One Lakh only) in the form of DD/Fixed deposit receipt/Bank Guarantee.
अनुबंध अवधि / Contract Period	Initially for a period for TWO (02) years with escalation of the contractual rates by 10% during second year on the basis of satisfactory performance of the Bidder/Tenderer during the first year. The same can be extended, with similar escalation percentage, for another period of ONE (01) year on the basis of satisfactorily performance of the Bidder/Tenderer during the entire contract period with mutual consent
अभिरुचि की अभिव्यक्ति' दस्तावेज को जमा करने का स्थान / Address for the submission of EOI Response	OFFICE of Faculty In-charge (Purchase) Motilal Nehru National Institute of Technology Allahabad Allahabad-211004 (U.P.) India
अभिरुचि की अभिव्यक्ति' दस्तावेज का जारी होना / Release of Expression of Interest (EOI) document	26-May-2014; (Monday)
प्री बिड सम्मेलन / Pre-bid conference	05-June-2014, 15:30 Hrs.; (Thursday)
जमा करने की अंतिम तिथि / Last date for Submission of EOI Response	19-June-2014, 15:00 Hrs.; (Thursday)
प्राप्त 'अभिरुचि की अभिव्यक्ति' प्रस्तावों का खोला जाना / Date and time of opening of EOI Responses	19-June-2014, 15:30 Hrs.; (Thursday)
चुनी गई फर्मों की घोषणा / Declaration of technically responsive firms	24-June-2014, 15:30 Hrs.; (Tuesday)
चुनी गई फर्मों की मूल्य बोली प्रस्तावों का खोला जाना / Date and time of opening of Price Bid (Part-II) of shortlisted firms.	26-June-2014, 15:30 Hrs.; (Thursday)
स्थान / Venue	Institute Conference Room, MNNIT Allahabad

संकाय प्रभारी (क्रय) / Faculty In-charge (Purchase)  
मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद, / Motilal Nehru National Institute of Technology Allahabad,  
इलाहाबाद— 211004 / Allahabad-211 004

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मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद  
इलाहाबाद-211004 (भारत)

Motilal Nehru National Institute of Technology Allahabad  
Allahabad-211004 (India)

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#### GENERAL INSTRUCTIONS

- निविदा दस्तावेज क्रय अनुभाग, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद से प्राप्त किए जा सकते हैं तथा ये संस्थान की वेबसाइट [www.mnnit.ac.in](http://www.mnnit.ac.in) पर भी उपलब्ध है। इच्छुक निविदाकार इसे वेबसाइट से डाउनलोड कर सकते हैं तथा अपने प्रस्ताव ₹ 1000.00 प्रत्येक (रेखांकित डिमाण्ड ड्राफ्ट के रूप में) के निविदा शुल्क के साथ प्रस्तुत करें। अपना प्रस्ताव प्रस्तुत करते समय लिफाफे के ऊपरी भाग पर निविदा सं० तथा नियत तिथि लिखें। यदि दस्तावेज डाक द्वारा मंगाए जा रहे हैं तो कृपया निम्न बातों का ध्यान रखें:  
Tender documents can be bought from the Purchase Section, Motilal Nehru National Institute of Technology and are also available on Institute Website [www.mnnit.ac.in](http://www.mnnit.ac.in). Interested tenderers may download the same from the website and submit their offer along with Tender fee of ₹ 1000.00 each (In the form of Crossed Demand Draft). While submitting your offer mark Tender No., and due date on the envelope. If the documents are requisitioned by post, kindly consider the following points:
  - निविदा दस्तावेज मंगाने के लिए/भेजे जा रहे निवेदन पत्र पर निविदा संख्या लिखा हो तथा अप्रतिदेय निविदा शुल्क ₹1000.00 प्रत्येक (किसी भी राष्ट्रीयकृत बैंक द्वारा जारी रेखांकित डिमाण्ड ड्राफ्ट के रूप में, निदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद के पक्ष में) के साथ संकाय प्रगारी (वस्तु क्रय) मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद-211004 को भेजा जाए।  
Request letter shall be sent for requisitioning tender documents indicating tender number together with non-refundable tender fee ₹ 1000.00 each (In the form of Crossed Demand Draft issued by any Nationalized Bank in favour of Director, MNNIT, Allahabad) to the Faculty In-charge (Purchase), MNNIT, Allahabad-211004.
  - जिस लिफाफे में इस प्रकार का निवेदन भेजा जा रहा हो उसके ऊपर "निविदा दस्तावेजों के लिए अनुरोध" अंकित होना चाहिये।  
The Envelope containing such request shall be marked with 'REQUISITION FOR TENDER DOCUMENTS'.
  - डिमाण्ड ड्राफ्ट विज्ञापन की तिथि से पूर्व तिथि का नहीं होना चाहिए।  
Demand Draft should not be dated prior to the date of advertisement.
  - प्रत्येक निविदा दस्तावेज के लिए अलग निवेदन पत्र एवं अलग डिमाण्ड ड्राफ्ट भेजा जाए।  
Separate request letter and separate Demand Draft shall be sent for each tender document.
  - डिमाण्ड ड्राफ्ट के पीछे निविदाकर्ता का नाम एवं निविदा संख्या दर्ज होनी चाहिए।  
Tenderer's name and tender number shall be indicated on the reverse side of the Demand Draft.
- बिना निविदा शुल्क के प्राप्त दर सूचियों पर विचार नहीं किया जाएगा।  
Quotations received without tender fee will not be considered.
- नियत निविदा तिथि बढ़ाए जाने के निवेदन पर कोई विचार नहीं किया जाएगा।  
No request for extension of the due tender date will be considered.
- अंतिम समय सीमा से पूर्व प्राप्त निविदाएँ उपस्थिति निविदाकारों/उनके द्वारा प्राधिकृत प्रतिनिधियों की उपस्थिति में उसी दिन नियत समय व स्थान पर खोली जाएंगी।  
Tenders received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives on the same day at scheduled time and venue.
- ऊपर निर्दिष्ट किसी तिथि को यदि अवकाश घोषित हो जाता है तो संस्थान का अगला कार्य दिवस निविदाओं की प्राप्ति एवं खोलने के लिए नियत तिथि माना जाएगा।  
In the event any date indicated above is declared as holiday, the next working day at Institute shall be considered as the due date for receiving & opening of tenders.
- विलम्ब/देरी से प्राप्त प्रस्ताव स्वीकार नहीं किए जाएंगे।  
Late / Delayed offers will not be accepted.

#### अति आवश्यक सूचना

#### VERY IMPORTANT NOTE

इस निविदा से संबंधित सभी सुधार/शुद्धिपत्र/संशोधन, यदि जारी किये जाते हैं तो, निविदा दस्तावेज का भाग/अंश होंगे।

**Corrigendum, if issued any for the tender, shall form part of the Tender Document.**

सुधार/शुद्धिपत्र/संशोधन केवल मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद की वेबसाइट ([www.mnnit.ac.in](http://www.mnnit.ac.in)) पर ही उपलब्ध होंगे। बोलीकर्ताओं/निविदादाताओं से अनुरोध है कि इस संबंध में नियमित रूप से वेबसाइट देखते रहें, तथा निविदा दस्तावेज के सुधार/शुद्धिपत्र/संशोधन को बिना किसी त्रुटि के नोट करें व उसके अनुसार निविदा जमा करें।

**Corrigendum will be posted ONLY on MNNIT Allahabad website ([www.mnnit.ac.in](http://www.mnnit.ac.in)). Bidders/Tenderers are requested to visit MNNIT Allahabad website regularly and note the corrigendum / amendments to the tender without fail and submit the offer accordingly.**

सुधार/शुद्धिपत्र/संशोधन की अनगिज्ञता के लिये मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद जिम्मेदार नहीं होगा।

**MNNIT will not be responsible for ignorance of corrigendum.**

निविदा दस्तावेज जमा करने की अंतिम तिथि के उपरान्त कोई भी अंतरिम सवाल/प्रश्न ग्रहण नहीं किया जायेगा।

**After last date of receipt of Tender Documents, no interim query will be entertained.**

**CHAPTER-1**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1) Goals of this Expression of Interest (EOI)**

- i) The objective of this tender is to solicit proposals from the interested bidders for participation in a bid process for Providing Mess Catering Services for 800 ± 10% hostel inmates at SVBH, MNNIT Allahabad, which is henceforth referred to as SVBH MNNIT Allahabad.
- ii) The successful bidder will be responsible for providing Mess Catering Services at SVBH, MNNIT Allahabad, as and when required, for an initial period of 02 years, initially for a period for TWO (02) years with escalation of the contractual rates by 10% during second year on the basis of satisfactory performance of the Bidder/Tenderer during the first year. The same can be extended, with similar escalation, for another period of 1(one) year on the basis of satisfactorily performance of the Bidder/Tenderer during the entire contract period with mutual consent which may be extended further for period not exceeding 03 years from the date of initial contract, depending on the performance.
- i) The EOI intends to bring out the details with respect to scope of works/services that are deemed necessary to share with the interested bidders.

**2) Eligibility Criteria:**

The invitation for bids is open to all entities registered in India who fulfill prequalification criteria as specified below:

- i) The Bidder MUST satisfy all of the criteria below on its own.
- ii) The tenderer should have minimum FIVE (05) years experience in works for similar nature, i.e., catering services.
- iii) The Bidder should be a company registered under Indian Companies Act, 1956”

Now, It has been modified as-

“The bidder shall necessarily be a valid legal entity, having following registrations:

- (a) Income Tax Registration
- (b) Registration under Labour Laws
- (c) Employee provident fund registration
- (d) Employee state insurance corporation registration
- (e) Service Tax Registration
- (f) PAN / VAT / CST / TIN Registration

Please provide a self attested copy of each registration from (a) to (f), in support of your claim of fulfilling the eligibility criteria 2(iii).

- iv) The Bidder should have minimum average annual turnover of minimum of **Rs. 150 lakh per annum** in the last THREE (03) financial years (Balance sheet/CA certificate to be enclosed, duly supported by the income tax return) (2010-11, 2011-12, 2012-13).
- v) The tenderers should have undertaken/completed the following works in the last THREE (03) financial years:

One **SIMILAR WORK (Please refer Note below)**, *per annum*, of value not less than **Rs. 150 Lakh** in last THREE (03) financial years.

**OR**

Two **SIMILAR WORK**, *per annum*, of value not less than **Rs. 90 lakhs** in last THREE (03) financial years.

**OR**

Three **SIMILAR WORK**, *per annum*, of value not less than **Rs. 60 lakhs** in last THREE (03) financial years.

- vi) Should not have incurred any loss in more than two years during the last FIVE (05) years ending 30-03-14.
- vii) **The Bidder should not have been blacklisted by any organization at any point of time.**

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Signature (in ink, with date) and Seal of Bidder/Tenderer



**NOTE**

1. The meaning of '**SIMILAR WORK**' for this work is "Providing of Catering Services" in any organization among NITs/IITs/IIMs/IIITs/Central Universities/IISERs/CSIR laboratories/PSUs/Central Government Departments and Offices.
2. The work executed in the own name of the bidder only will be considered for similar works, to meet the eligibility criteria. ***JVs / Consortiums / MOUs shall not be considered.***
3. Tenderer should submit documents in support of eligibility criteria along with the tender/bid. NO document in support of minimum eligibility criteria will be accepted / entertained after opening of tender. ***Technical Bid not accompanied by these documents would be summarily rejected.***
4. Proposals not meeting any of the above 'Eligibility Criteria' shall be rejected.

**3) Scope of Work:**

**(i) The service provider is expected to provide the following services:**

- (a) Cooking and serving meals (breakfast, lunch and Dinner).
- (b) Managing and control of stocks and inventories, as per agreement.
- (c) Coupon sales mess users may use these coupons to get 'extra' items not included in the basic menu of the serving items.
- (d) Cleaning of utensils, kitchen and serving items.
- (e) Cleaning of cooking, dining and auxiliary areas.
- (f) Security of the equipment, utensils and other items in the mess.
- (g) Maintenance of the equipment in the kitchen and dining area.
- (h) Maintenance of books, ledgers, other records and documents related to running the mess.
- (i) Deployment and supervision of required man power for the above mentioned tasks.

As can be noted from the above, operational services shall not include preparation of menu and any policy matter related to running the mess. All such decision will be the direct responsibility of the relevant executives of the Institute.

- (ii)** (a) Initially, the agreement with the successful bidder will be for a period of 2 (Two) years with escalation of the contractual rates by 10% during second year on the basis of satisfactory performance of the Bidder/Tenderer during the first year. The same can be extended for another period of 1(one) year on the basis of satisfactorily performance of the Bidder/Tenderer during the entire contract period with mutual consent.
- (b) The list of residents, who will compulsorily join the mess, shall be provided by the Chief Warden from time to time. The number of residents may vary depending upon academic sessions and vacations. However, a significant variation is not envisaged on a day to day basis.
- (c) The mess premises comprising, cooking and dining facilities, furniture, food/raw material containers, appliances, utensils, electricity and water shall be provided by the Institute free of cost. However, cleaning /washing materials/tools and manpower to properly maintain this infrastructure shall be arranged by the Bidder/Tenderer at his/their own cost.
- (d) The inventory of articles shall be handed over to the Bidder/Tenderer in good and working condition at the commencement of the contract. The Bidder/Tenderer shall be the custodian of this Institute property and mess inventory during the period of contract and shall make good any loss to the inventory by way of misuse, breakage, theft, etc., at his own cost.

- (e) Similarly the inventory in good condition shall be handed over by the Bidder/Tenderer to the mess committee on the expiry of the contract period. The security deposit shall be refunded only after a **"NO DUES CERTIFICATE"** is granted by the mess committee.
- (f) The requirement of utensils, furniture and appliances shall be provided by hostel administration.
- (g) The Bidder/Tenderer shall not be allowed to use electricity as a cooking fuel. However, he shall be permitted to use toasters, refrigerators, geysers, water coolers, mixer/ grinder, oven and other equipments for cutting/grilling vegetables, etc. Any other electrical cooking appliance may also be used by the Bidder/Tenderer after obtaining prior permission of the Chief warden in writing. **Service provider will be charged electricity bill for using electrical appliances and for any other purpose in the kitchen area as per institute rules.**
- (h) The Bidder/Tenderer shall procure only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than 1 (one) day in summer months and 3 (THREE) days in winter months at a stretch. However, the Bidder/Tenderer shall ensure that a sufficient stock of other raw material is stocked in the store for consumption for a minimum period of 15 (Fifteen) days. The mess committee shall have the right to check the quality of food articles and vegetables from time to time.
- (i) The food shall be cooked, stored and served under hygienic conditions. The Bidder/Tenderer shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Un-refrigerated cooked food, not consumed within 6 (six) hours in summer months and 10 (ten) hours in winter months, shall be deemed to be stale and unfit for consumption.
- (j) The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the residents.
- (k) The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- (l) The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
- (m) The Bidder/Tenderer shall pay special attention to maintain the mess in a neat and tidy condition at all times. For this purpose, the mess shall be cleaned thoroughly after each meal.
- (n) The Bidder/Tenderer shall ensure that only hot food is served to the students. Complaints, if any, in this regard shall be dealt with severely.
- (o) The waste material and unused/leftover food from mess will be removed from mess premises every day. The Bidder/Tenderer will ensure that all the waste material and unused/leftover food should be disposed off to the nearest Dustbin placed by Allahabad Municipal Corporation. The Bidder/Tenderer will also ensure that stray cattle, such as pigs, dogs, cows, etc., do not consume any food within the mess premises.
- (p) The mess will normally be operational for at least 8 to 9 months in a year. No payment shall be made to Bidder/Tenderer when the mess is closed. The mess may be closed during the vacations at the discretion of Institute. The actual dates of these vacations are decided well in advance and are readily available in the institute calendar. The decision of the institute regarding the running of mess during the vacation shall be final and binding on the Bidder/Tenderer. During the academic session the mess will not be allowed to be closed on any day, including Sundays and other holidays, for any reasons whatsoever.

- (q) The Bidder/Tenderer shall not be allowed to use the hostel or mess premises to offer any messing facility beyond the scope of the contract unless agreed to by Warden in-charge/Warden.
- (r) The mess committee shall be authorized to impose an appropriate fine on the Bidder/Tenderer in case of sub-standard quality of food items, malpractice, lack of hygiene or violation of any of the conditions of the contract subject to a maximum penalty of 10 (ten) percent of the daily bill of the Bidder/Tenderer for each day of default.
- (s) For sick students, the Bidder/Tenderer shall arrange to serve "sick diet" in the rooms. The sick diet shall be defined and provided by mess committee to the Bidder/Tenderer.
- (t) Issues, not specifically clarified in the contract, shall be settled with mutual consent between the bidder and the mess committee, without vetting the basic premises of the contract.

#### **4) Availability of The EOI Documents**

EOI document can be downloaded from the MNNIT website <http://mnnit.ac.in/tenders.html>. The bidders are expected to examine all instructions, forms, terms, requirements and other details in the EOI documents. Failure to furnish complete information as mentioned in the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

#### **5) Bidders' Conference**

MNNIT will host a bidder's Conference at MNNIT Allahabad, **as per the schedule** fixed in advance. The **AUTHORIZED** representatives of the interested organizations (restricted to two persons) may attend the bidders' conference at their own cost. The purpose of the conference is to provide bidders with any clarifications regarding the EOI. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the EOI and the project.

#### **6) Bid Security (BS)/Earnest Money Deposit (EMD) (BS)/Earnest Money Deposit :**

- (i) The Bidder/Tenderer shall furnish, as part of its bid, a Bid Security (BS)/Earnest Money Deposit (EMD) (BS)/Earnest Money Deposit (EMD) for an amount as specified in the Invitation for Bids. In the case of foreign bidders/tenderers, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders/tenderers; the BS shall be submitted by the manufacturer or their specifically authorized dealer/Bidder/Tenderer.
- (ii) The Bid Security (BS)/Earnest Money Deposit (EMD) is required to protect the Purchaser against the risk of Bidder/Tenderer's conduct, which would warrant the security's forfeiture.
- (iii) The Bid Security (BS)/Earnest Money Deposit (EMD) shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in another freely convertible currency in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The Bid Security (BS)/Earnest Money Deposit (EMD) shall be in one of the following forms at the Bidder/Tenderers' option:
  - (iv) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid; **or**
  - (v) A Banker's cheque or demand draft in favour of the purchaser.
  - (vi) BS must be issued in favour of Director, MNNIT Allahabad. The Bid Security (BS)/Earnest Money Deposit (EMD) shall be payable promptly upon written demand by the purchaser.
  - (vii) The Bid Security (BS)/Earnest Money Deposit (EMD) should be submitted in its original form. Copies shall not be accepted.
  - (viii) Any bid not secured in accordance with above will be rejected by the Purchaser as non-responsive.

- (ix) The Bid Security (BS)/Earnest Money Deposit (EMD) of unsuccessful Bidder/Tenderer will be discharged /returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity or placement of order whichever is later.
- (x) The successful Bidder/Tenderer's Bid Security (BS)/Earnest Money Deposit (EMD) will be discharged upon the Bidder/Tenderer furnishing the performance security.
- (xi) The firms registered with DGS&D & NSIC, if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.
- (xii) The Bid Security (BS)/Earnest Money Deposit (EMD) may be forfeited:
  - (a) If a Bidder/Tenderer withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder/Tenderer on the Bid Form; or  
 In case of a successful Bidder/Tenderer, if the Bidder/Tenderer fails to furnish order acceptance within 15 days of the order and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

## 7) Termination

- (i) The Institute shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the institute to the Bidder/Tenderer shall be issued giving 30 (Thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances this 30 (Thirty) days period may be appropriately reduced.
- (ii) If all or part of the contact is terminated in accordance with the provisions contained above, the institute shall pay to the Bidder/Tenderer charge up to the effective date of termination. However, the termination of the contract shall not relieve the Bidder/Tenderer of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

## 8) Regarding compliance of statutory provisions:

- (i) The service provider shall be required to obtain requisite license from the office of the Regional Labour Commissioner (state) under the Contract Labour (Regulation and Abolition) Act, 1970.
- (ii) The Bidder/Tenderer shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- (iii) The Bidder/Tenderer shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
- (iv) The Bidder/Tenderer shall be wholly responsible regarding the payment of minimum wages to the mess workers. As and when the minimum wage rate is changed by the **UP GOVERNMENT**, the Bidder/Tenderer shall have to pay the revised rate to his workers as on that date.
- (v) The Bidder/Tenderer provider shall be liable to comply with the Employees' State Insurance (ESI) Act 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act 1952.
- (vi) The Bidder/Tenderer shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with the his part of the contribution of EPF and ESI to the respective authorities within the statutory periods and shall provide a copy of the deposit challan under his signature to the institute within one week of depositing the same to the respective authorities. The service provider shall regularly maintain proper record in



this regard, which can be inspected by the appropriate authority of the institute at any time.

- (vii) The Bidder/Tenderer shall pay wages directly to the workmen without any intervention of any labour Bidder/Tenderer. The Bidder/Tenderer shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- (viii) The Bidder/Tenderer shall be solely responsible with regard to the supervision, salary/wages, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Regional Labour commissioner (state) under the Minimum Wages act as in force from time to time.
- (ix) All employees of the Bidder/Tenderer shall carry Employment/Identity Cards issued by the Bidder/Tenderer at all times, in terms of Rule 76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971.

#### **9) Responsibility for Proper Upkeep of Buildings and Services:**

The Bidder/Tenderer shall be the custodian of the mess premises, all installations, furniture, furnishings, equipment, utensils, gadgets, etc., supplied by the Institute as part of the establishment. It is the responsibility of the Bidder/Tenderer to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the Bidder/Tenderer takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good condition shall devolve upon the Bidder/Tenderer. For this purpose the Bidder/Tenderer shall have to maintain close liaison with the mess committee and the warden in-charge/Warden to seek their support and advice in matter.

#### **10) Interpretation of Contract Documents:-**

- (i) Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the matter may be referred to the Chief warden who shall give his decision and issue to the Bidder/Tenderer instructions directing in what manner the work is to be carried out. The decision of the Chief warden shall be final and conclusive and the Bidder/Tenderer shall carry out work in accordance with this decision.
- (ii) Wherever it is mentioned in the scope of work that the Bidder/Tenderer shall perform certain work or provide certain facilities, it is understood that he shall do so **at his cost** and the value of the contract shall be deemed to have included the cost of such performance and provision so mentioned.
- (iii) All material and services shall satisfy the high standards befitting the reputation of the Institute.
- (iv) The Bidder/Tenderer, in accepting the quoted rates/prices shall for all purposes whatsoever be deemed to have independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same. **The scope of work is only broadly defined and the details shall be finalized by the Chief Warden during the course of the execution of work.**
- (v) The Bidder/Tenderer shall be deemed to have examined the contract documents, to have obtained his own information in all matters whatsoever that might affect the carrying out of the work at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in the description or quantity or omission there from shall not vitiate the contract or release the Bidder/Tenderer from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of the material and labour and the type of work involved, etc., and as to what all works he has to complete in accordance with the contract document whatever be the defects, omissions or errors that may be found in the contract document. The Bidder/Tenderer

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shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing conditions, about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for payment of Government taxes, other charges, levies, etc.

- (vi) Any neglect or failure on the part of the Bidder/Tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.
- (vii) It is expected that in case the Bidder/Tenderer have any doubt as to the meaning of any portion of the Bidder/Tenderer document he shall set forth the particulars thereof in writing to the Institute before signing the contract. The institute shall provide such clarification as may be to the Bidder/Tenderer. Such clarification as provided by the Institute shall form a part of the contract document.
- (viii) No verbal agreement or inference from conversation with any officer or employee of the Institute before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/ obligations contained herein.
- (ix) If the Bidder/Tenderer or his employees break, deface or destroy the property or the establishment belonging to the Institute during the execution of the contract, the same shall be made good by the Bidder/Tenderer at his own expense and in default thereof, the Chief warden may cause the same to be made good by other agencies and recover expenses from the Bidder/Tenderer (for which the certificate of the mess committee shall be final).
- (x) All compensation or other sums of money payable by the Bidder/Tenderer to the Institute and the recoveries to be made under terms of this contract may be deducted from his Security Deposit or from any sums which may be due/may become due to the Bidder/Tenderer or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the Bidder/Tenderer shall within 10 (ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.
- (xi) No interest shall be payable by the Institute for sums deposited as Security Deposit.
- (xii) The Security Deposit shall be refunded to the Bidder/Tenderer without any interest within 60 (Sixty) days after the contract is over to the full satisfaction of Warden in-charge/warden as stipulated in the contract or within 15 (fifteen) days from the date of issue of a "No Dues Certificate" from the mess committee, whichever is later.

#### **11) Forfeiture of Security Deposit:**

In case the Institute makes any recoveries on any account from the Security Deposit of the Bidder/Tenderer, the Bidder/Tenderer shall make good the Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Bidder/Tenderer shall have to pay an interest of 12% (percent) per annum for the period of delay in making good the Security Deposit.

#### **12) Period of Contract:**

Initially for a period of TWO (02) years with escalation of the contractual rates by 10% during second year on the basis of satisfactory performance of the Bidder/Tenderer during the first year. The same can be extended with similar escalation percentage, for another period of ONE (01) year on the basis of satisfactorily performance of the Bidder/Tenderer during the entire contract period with mutual consent.

#### **13) Time of Mobilization:**

The work covered by this contract shall have to commence within 15 (Fifteen) days after the receipt of communication in the form of a letter/email/fax message.

#### **14) Bidder/Tenderer's Subordinate Staff and their Conduct:**

- (i) The Bidder/Tenderer on or after the award of the work shall name and depute a qualified manager with sufficient experience in carrying out work of similar nature, to whom the establishment shall be handed over and the instructions for work shall be given. The Bidder/Tenderer shall also provide to the satisfaction of the Chief warden sufficient and qualified staff to supervise the execution of the work, including those specially qualified by previous experience to supervise the types of work comprised in the contract in such manner as shall ensure work of a high standard commensurate with the reputation of the Institute. The Bidder/Tenderer shall appoint skilled cooks so as to ensure that the food preparations are of good taste and to the satisfaction of the residents.
- (ii) The Bidder/Tenderer shall at his own cost submit to the Chief warden a medical fitness certificate (every six months) as proof of workers being healthy and fit to work in the mess. Though, in principle this certificate shall be submitted once in six months, the warden may direct the service provider for additional documents at any time for which the cost etc. shall be borne by the Bidder/Tenderer.
- (iii) The Bidder/Tenderer shall submit to the warden a list of workers, with complete details including local / permanent addresses, contact details, and their photographs etc. for approval who may be allowed to work in the mess. The Chief warden may reject any or all the names without assigning any reason. Only those workers who have been cleared by the chief warden shall be allowed to enter the premises of the mess.
- (iv) If and whenever any of the Bidder/Tenderer's employees shall, in the opinion of the Chief warden, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Chief warden, it is undesirable for administrative or any other reason for such person or persons to be employed in the work, the Bidder/Tenderer if, so directed by the Chief warden, shall remove such person/persons from employment within a reasonable time. Any person or persons so removed from work shall not again be employed in connection with the work without the written permission of the Chief warden.
- (v) Any person so removed from work shall be immediately replaced at the expense of the Bidder/Tenderer by a qualified and competent substitute. Should the Bidder/Tenderer be requested to repatriate any persons removed from work, he shall do so and bear all cost in connection therewith.
- (vi) The Bidder/Tenderer shall be responsible for the proper behavior of all the staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Bidder/Tenderer shall be bound to prohibit and prevent any employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The Bidder/Tenderer shall be responsible thereof and indemnify the institute of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the Chief warden on any matter arising under this clause shall be final.
- (vii) If and when required by the Institute, all Bidder/Tenderer's personnel upon entering the Institute premises shall be properly identified by badges of a type acceptable to the Institute which must be worn by them at all times during duty hours.

#### **15) Sub-Letting of Works:**

No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Bidder/Tenderer directly or indirectly to any person, firm or whosoever.

#### **16) Power of Entry:**

If the Bidder/Tenderer does not commence the work in the manner described in the contract document or if at any time in the opinion of the Chief warden, the Bidder/Tenderer:

- (i) fails to carry out the works in conformity with the contract documents; or
- (ii) violate any of the statutory provisions including but not restricted to the Minimum Wages Act, ESI Act and EPF Act; or
- (iii) fails to carry out the works in accordance with the contract schedule; or
- (iv) substantially suspends the work without authority from the Warden In-charge/Warden; or
- (v) fails to carryout and execute the works to the satisfaction of the Warden In-charge/Warden; or
- (vi) fails to facilitate procurement of sufficient/suitable raw material or things; or
- (vii) commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after a notice in writing being given to the Bidder/Tenderer by the Chief warden requiring such breach to be remedied; or
- (viii) if the Bidder/Tenderer abandons the works:

then, in any of the such cases, the Institute shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with the work by his agents, workmen and the supervisors as the institute in its absolute discretion may think proper to employ without making payment to the Bidder/Tenderer for the said material other than such as may be certified in writing by the Chief warden to be reasonable, then the amount of such excess as certified by the Chief warden shall be deducted from any money which may be due for work done by the Bidder/Tenderer and be made good under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the institute by the Bidder/Tenderer and the institute shall have the power to sell in such manner and for price as it may think fit all material pertaining to the Bidder/Tenderer and to recover the said deficiency out of the proceeds of the sale.

#### **17) Force Majeure:**

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof.

The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Institute without any penalty.

If the work is suspended by force majeure conditions lasting for more than ONE (01) month, the Institute shall have the option of cancelling the contract in whole or in part thereof its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Bidder/Tenderer.

#### **18) Release of Information:**

The Bidder/Tenderer shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.

#### **19) Completion of Contract:**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of the contract. The same can be extended for another period of ONE (01) year on the basis of satisfactorily performance of the Bidder/Tenderer during Two (02) years contract period with mutual consent with escalation of 10% on same terms and conditions.

## **20) Schedule of Rates and Payments:**

The price to be paid by the Institute to the Bidder/Tenderer for the whole of the work to be done and the performance of all the obligations undertaken by the Bidder/Tenderer as per the terms of the contract shall be ascertained by the application of the schedule of rates and payment shall be made accordingly to the work actually executed and approved by the Chief warden.

## **21) Schedule of Rates to be Inclusive:**

The prices/rates accepted by the Bidder/Tenderer shall remain firm till the completion of first year shall not be subjected to any escalation except applicable of any new tax.

The prices/rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work.

The Bidder/Tenderer shall be deemed to have known the nature, scope, magnitude and the extent of the work and material required through the contract may not have fully and precisely incorporated them.

The opinion of the Chief warden as to the items of work which are necessary and reasonable for completion of the work shall be final and binding on the Bidder/Tenderer although the same may not be shown on or described specifically in contract documents.

The generality of this provision shall not be deemed to be cut down or be limited in any way because in certain cases it may not be expressly stated that the Bidder/Tenderer shall do or perform a work or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the prices/ rates.

## **22) Receipts for Payment:**

The receipt for payment made on account of the work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the Bidder/Tenderer, except when the Bidder/Tenderer described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

## **23) Completion Certificate/ No Dues Certificate**

When the Bidder/Tenderer fulfills his obligations under the contract, he shall be eligible to apply for a Completion/No Dues Certificate in respect of the work. The Warden in-charge/Warden shall normally issue to the Bidder/Tenderer the completion certificate within ONE (01) month of receiving an application form him to the effect that the work has been completed in accordance with and as set out in the contract. The Bidder/Tenderer, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

## **24) Accident or Injury to Workman:**

The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Bidder/Tenderer through claim from insurance company. The Bidder/Tenderer shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.

## **25) Damage to Property:**

The Bidder/Tenderer shall be responsible for making good to the satisfaction of the Chief warden any loss or damage to any structures and properties within the mess premises. If such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Bidder/Tenderer, his employees, agents, representatives or sub-Bidder/Tenderers, he shall make good the loss as assessed by the Chief warden.



## **26) Labour Laws:**

- (a) No worker below the age of 18 (eighteen) years shall be employed at the work.
- (b) The Bidder/Tenderer shall not pay less than what is provided under the law to Labourers engaged by him for the work.
- (c) The Bidder/Tenderer shall at his own expense comply with all labour laws and keep the Institute indemnified in respect thereof.
- (d) The Bidder/Tenderer shall employ specified manpower to ensure due performance of the contract to the satisfaction of the warden in-charge and of quality specified in the contract.
- (e) The Bidder/Tenderer shall be solely responsible as regards salary/ wages and service conditions and terms extended by the Bidder/Tenderer to his workmen and shall in this connection maintain requisite records and comply with all laws/ enactment, rules and regulations and orders applicable to the Bidder/Tenderer's employees/ workmen in general and in particular laws/ enactments, rules and regulations and orders dealing with employment of contract labour, payment of minimum wages, fire and safety regulations relating to employment of female workforce, security arrangements and such other rules and regulations as may be applicable at present or made applicable hereafter. In particular proper procedures and due process shall be followed as per laws and act in force when a worker has to be removed from service.

## **27) Safety Regulations:**

In respect of all labour, directly or indirectly employed in the work for the performance of the Bidder/Tenderer's part of this agreement, the Bidder/Tenderer shall at his own expense arrange for all the safety provisions as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, regulations, rules and orders made there under and all such other acts, rules, regulations, orders etc., as applicable.

## **28) Arbitration:**

- (a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question of disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a sole arbitrator to be appointed by the Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.
- (b) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to precede de-novo.
- (c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.
- (d) It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- (e) The venue of arbitration shall be at MNNIT Allahabad.
- (f) Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

## **29) Jurisdiction:**

The contract shall be governed by and constructed according to the laws in force in India. The Bidder/Tenderer shall hereby submit to the jurisdiction of the courts situated at Allahabad for the purpose of actions and proceedings arising out of the contract and the courts at Allahabad shall have the sole jurisdiction to hear and decide such actions and proceedings.

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**Signature (in ink, with date) and Seal of Bidder/Tenderer**

### **30) General Rules:**

- (i) Smoking and drinking within the entire area of the Mess/Hostel in particular and the Institute campus in general are strictly prohibited. Violators of this rule shall be prosecuted as per law and discharged immediately.
- (ii) All the workers engaged for the work shall wear clean uniform to be approved by the Institute while on duty.
- (iii) If at any stage the involvement of the Service provider in any uncalled for activity is found, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the license is liable to be terminated by the Competent Authority by giving one month's notice. In case Service provider wants to terminate the contract, he/ she shall have to give a minimum of three months notice.
- (iv) The Licensee/ his servant(s)/ his nominee will **not be permitted** to stay overnight in the mess premises.
- (v) The premises of the mess will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the Competent Authority.
- (vi) The Licensee will not be permitted to franchise the Hostel Mess for any other commercial activity outside the scope of student hostel.
- (vii) No person with any offensive police record shall be employed to work in the Hostel/Institute Mess.
- (viii) Safety measures are to be provided by the Service provider himself/ themselves.
- (ix) The Service provider will ensure and comply with the provisions of various municipal and other Rules/ Regulations/ Laws of the Government in respect of wages and other benefits to his employees.
- (x) The Institute shall not be the party in case any dispute takes place between the Service provider and his employees.

### **31) Venue & Deadline for Submission of Proposals**

Proposals, in its complete form in all respects as specified in the EOI, must be submitted, as per the schedule, to the following address:

संकाय प्रभारी (क्रय) का कार्यालय  
मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान  
इलाहाबाद, इलाहाबाद— 211004

**OFFICE of Faculty In-charge  
(Purchase)  
Motilal Nehru National Institute of  
Technology Allahabad  
Allahabad-211004 (U.P.) India**

## **CHAPTER-2**

### **Bidding Terms and Pre-Qualification Criteria**

#### **1) Conditions under which this EOI is issued**

- (a) This EOI is not an offer and is issued with no commitment. MNNIT reserves the right to withdraw the EOI and change or vary any part thereof at any stage. MNNIT also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- (b) MNNIT reserves the right to withdraw this EOI if MNNIT determines that such action is in the best interest of the Institute.
- (c) The document is only a request for proposal. Without limiting its rights in law or otherwise, MNNIT reserves the right, in its absolute discretion, at all times, in relation to accepting or rejecting any EOI response; Varying or discontinuing the EOI and related processes. MNNIT shall not be bound to give reasons for any decision made under this clause and its decision will be final and binding on all respondents to this EOI.
- (d) Timing and sequence of events resulting from this EOI shall ultimately be determined by MNNIT.
- (e) No oral conversations or agreements with any official, agent, or employee of MNNIT shall affect or modify any terms of this EOI and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of MNNIT shall be superseded by the definitive agreement that results from this EOI process. Oral communications by MNNIT to bidders shall not be considered binding on MNNIT, nor shall any written materials provided by any person other than MNNIT.
- (f) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MNNIT or any of their respective officials, agents, or employees arising out of, or relating to this EOI or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- (g) Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- (h) Each applicant shall submit ONLY ONE proposal. Bidder shall bear all cost associated with the preparation and submission of their proposals. MNNIT is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability in any form, to the bidders.
- (i) If any information sought in this document is missing or not clearly specified by the applicant, it will be assumed that the organization is not in a position to supply the information.
- (j) **For information already specified and required in the EOI document, no additional supporting documents will be accepted later.**
- (k) If need arises, MNNIT Allahabad can call for any additional information NOT SPECIFIED in this document.
- (l) No Subletting will be allowed at any stage.

#### **2) Rights to the content of the proposal**

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the pre-qualification proposal will become the property of MNNIT and will not be returned after opening of the pre-qualification proposals. MNNIT is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. MNNIT shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

#### **3) Acknowledgement of understanding of terms**

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this EOI, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

#### **4) Evaluation of pre-qualification proposal**

- i) The bidders' Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the EOI and adopting the pre-qualification criteria and evaluation criteria

spelt out in this EOI. The Bidders are required to submit all required documentation in support of the pre-qualification criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for evaluation.

- ii) If required, MNNIT can call for any additional information NOT specified in this EOI.
- iii) If any information sought in this document is missing or not clearly specified by the applicant, it will be assumed that the organization / firm is not in a position to supply the information.
- iv) All claims made by the bidder in their EOI proposal, must be supported by authenticated documents.

## 5) **Evaluation Criteria**

For Providing Mess Catering Services, the evaluation shall be done as under:

All the applications will be scrutinized for their eligibility based on the ***Eligibility Criteria clause no. 2 at 'Chapter-1'***. Application not meeting any one or more of the qualifying criteria will be rejected. Financial Bids of only those agencies will be opened who qualify in Technical bid. The Providing Mess Catering Services at SVBH-MNNIT Allahabad would be provided on the basis of lowest rates received (L-1 bidder) in the Financial Bid. The decision of the committee shall be final and binding and no correspondence shall be entertained in this regard.

## 6) **Language of proposals**

The proposal and all correspondence and documents shall be written in English.

## 7) **Response requirements**

- i) The Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this EOI and in the format prescribed in this document for each of the above mentioned qualifying criteria as proof of having the minimum requirements.
- ii) Proposals must be direct, concise, and complete. All information not directly relevant to this EOI should be omitted.
- iii) The Pre-Qualification Proposal shall be sealed and super-scribed "**Response to Pre-Qualification Requirements–EOI for Providing Mess Catering Services**" on the top right hand corner and addressed to MNNIT at the following address:  
**OFFICE of Faculty In-charge (Purchase)**  
**Motilal Nehru National Institute of Technology Allahabad,**  
**Allahabad-211004 (U.P.) India**
- iv) The pre-qualification proposal should be submitted with two printed copies of the entire proposal, one marked ORIGINAL and the second one as DUPLICATE. The Hard Copy shall be signed in **INK** in original by hand by the authorized signatory on all the pages before being put in the envelope and sealed.
- v) The proposal should contain the copies of references and other documents as specified in the EOI.
- vi) An authorization letter, authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of EOI shall be included in this envelope.
- vii) The original EOI proposal shall be typed or written in indelible ink and shall be signed by the Bidder/Tenderer or a person or persons duly authorized to bind the Bidder/Tenderer to the Contract. All pages of the EOI proposal, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- viii) Any interlineations, erasures or overwriting shall be valid ONLY if they are initialed by the persons or persons signing the bid.
- ix) MNNIT will not accept the EOI proposal in any manner other than that specified in this EOI. Proposal submitted in any other manner shall be treated as defective, invalid and **rejected**.

## 8) **Pre-qualification requirements proposal**

- i) The *Pre-Qualification Proposal* will be the compilation of following documents, along with required supporting documents. No document in support of minimum eligibility criteria will be accepted / entertained after last date for submission of EOI Response.

- ii) The *Pre-Qualification Proposal* should be submitted, in an organized and structured manner, in a sealed envelope with following details. None of the documents/brochures/ leaflets etc. should be submitted in loose form.
- iii) Bidders are requested to submit their responses for the Pre-Qualification Requirements **in TWO (02) parts**, clearly labeled according to the following categories:

**(A.) PART-ONE (TECHNICAL BID)**

- i) A list of all submitted documents should be provided.
- ii) A tender document fee of **Rs. 1,000/- (Rupees One thousand only)** in the form of a Demand draft / Pay order drawn in favour of **Director, MNNIT Allahabad, payable at Allahabad**
- iii) An **EMD amount (REFUNDABLE) of Rs.1,00,000/- (Rupees One lakh only)** in the form of a Demand draft / Pay order drawn in favour of **Director, MNNIT Allahabad, payable at Allahabad** has to be submitted along with the EOI Response.
- iv) EOI proposal submission checklist **as per the format provided in Annexure–A.**
- v) Covering Letter from the Bidder **as per the format provided in Annexure–B.**
- vi) Affidavit **as per the format provided in Annexure–C.**
- vii) An authorization/Accreditation letter authorizing/Accredited the bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of EOI, **as per the format provided in Annexure–D.**
- viii) Bidder's Statement from the Bidder **as per the format provided in Annexure–E.**
- ix) Summary Sheet for Evaluation **as per the format provided in Annexure–F.**

**(B.) PART-TWO (FINANCIAL BID)**

MENU FOR SVBH, MNNIT ALLAHABAD

Sl. No.	Description	Amount (Rs.)	
		In figures	In words
1.	<b>Rate per Student per day</b> (Inclusive of all taxes), inclusive of following:		
(a)	Breakfast		
(b)	Lunch		
(c)	Dinner		
(d)	Rates for full day messing in lump sum (Rs.)		



**ANNEXURE-A**

**CHECK LIST**

**(ON THE COMPANY LETTER HEAD OF THE BIDDER)**

Sl. No	PARTICULARS	To be Filled by Bidder		
		YES	NO	Enclosure No.
1.	A list of all submitted documents			
2.	Required EMD in the form of a Demand draft / Pay order			
3.	Annexure – A : Check List for EOI proposal			
4.	Annexure – B : Covering Letter from the Bidder			
5.	Annexure – C : Affidavit			
6.	Annexure – D : Authorization/Accreditation Letter			
7.	Annexure – E : Bidder's Statement			
8.	Annexure – F: Summary Sheet for Evaluation			
9.	Legal Status (Attach copies of original document defining the legal status):			
	(a) An individual			
	(b) A proprietary firm			
	(c) A Firm in partnership			
	(d) A limited company			
	(e) corporation or co-operative society			
10.	Copy of Firm's Registration for <b>VAT/CST/TIN</b>			
11.	Copy of the PAN no. of the Firm (REF.: Item 6 (f) of Annexure -E)			
12.	Copy of the TIN no. of the Firm (REF.: Item 6 (f) of Annexure -E)			
13.	Copy of the Service Tax Registration No. of the Firm (REF.: Item 6 (e) of Annexure -E)			
14.	Supporting Document showing Annual Turnover for the last 3 years (REF.: Item 7 of Annexure -E)			
	a) Auditor Certified financial statements for the last three financial years; 2010-11, 2011-12, and 2012-13 (Please include only the sections on Profit & Loss, revenue and the Assets, not the entire balance sheet.)			
	b) Unaudited financial statements certified by the Company auditor for the latest year (2013-14) (in case the auditor certified statement for 2013-14 is not available)			
	c) Certification by the company auditors supporting the revenue break-up for Catering business.			
15.	Company administrative organization chart			
16.	All documentary proofs showing satisfaction of the eligibility criteria, as laid down in the Tender document, are attached.			
17.	In case of becoming successful bidder, the bidder agrees to submit a performance Bank Guarantee of Rs. Two lakh only, along with the Acceptance.			
18.	The bidder agrees that all disputes, if arising related to this EOI proposal, shall be in courts of Allahabad.			
19.	The bidder agrees that the submitted EOI proposal is duly paginated, from page 1 to the last page, and will be submitted in an organized and structured manner, in a sealed envelope.			

Place:

Date:

Signature and seal of the Manufacturer/Bidder

[19/36]

**Signature (in ink, with date) and Seal of Bidder/Tenderer**

**COVERING LETTER**  
**(ON THE COMPANY LETTER HEAD OF THE BIDDER)**

[Date]

To,  
Director

Motilal Nehru National Institute of Technology Allahabad  
Allahabad-211004

**Subject:** Our proposal against your notice of Expression of Interest (EOI) for Providing Mess Catering Services at MNNIT Allahabad.

Dear Sir,

Having examined the Expression of Interest (EOI), the receipt of which is hereby duly acknowledged, we, the undersigned, intend to submit a Pre-qualification requirements proposal in response to the Expression of Interest (EOI) for Providing Mess Catering Services at MNNIT Allahabad.

We attach hereto the response as required by the EOI, which constitutes our proposal.

<b>Tender No.: EOI-2/MNNIT/Mess Catering/2014-15; Dated: 26.05.2014</b>					
<b>TENDER DOCUMENT FEE</b> of amount <b>Rs.1,000/-</b> <b>(Rs. One thousand only) SUBMITTED</b>				<b>YES / NO</b>	(Please strike off whatever is not applicable)
Mode	No.	Date of Issue	Name of Bank	Valid up to	
Demand Draft / Pay Order					
<b>EMD</b> of amount <b>Rs. 1,00,000/-</b> <b>(Rs. One lakh only) SUBMITTED</b>				<b>YES / NO</b>	(Please strike off whatever is not applicable)
Mode	No.	Date of Issue	Name of Bank	Valid up to	
Demand Draft / Pay Order					

Primary and Secondary contacts for our company are:

	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-Mail:		

- (i) We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- (ii) I/We certify that no addition/modification/alteration has been made in the Original EOI Document. If at any stage addition /modification /alteration is noticed in the Original Document, I/We will abide by the terms and conditions contained in the original EOI document, failing which MNNIT Allahabad reserves the right to reject the tender and/or cancel the contract
- (iii) It has been certified that all information provided in this EOI proposal is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with EOI proposal for gaining unlawful advantage. We understand that MNNIT Allahabad is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.
- (iv) In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD and/or any penal action and other damages including withdrawal of all work /purchase orders being executed by us. Further MNNIT Allahabad is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
- (v) I / We assure the Institute that neither I /We, nor any of my /our workers, will do any act which is improper / illegal during the execution in case the tender is awarded to us.
- (vi) I / We assure the Institute that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.
- (vii) Neither I / We, nor anybody on my /our behalf will indulge in any corrupt activities /practices in my /our dealing with the Institute.
- (viii) Our Firm / Company / Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.
- (ix) I/We certify that, I have understood all the terms & conditions and scope of work, as indicated in the EOI document, and hereby accept all the same completely.
- (x) I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services,
- (xi) We understand that you are not bound to accept the lowest or any bid you may receive.
- (xii) I/We certify that the submitted EOI proposal is duly paginated and contains from page no. 1 to .....

Dated this            Day of 2014

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

**Format for Affidavit to be submitted by the Bidder on Rs.100/- (Rupees Hundred only) Non  
Judicial Stamp Paper duly notarized**

To,

The Director

Motilal Nehru National Institute of Technology  
Allahabad - 211004

With reference to our proposal submitted for "Expression of Interest (EOI) for Providing Mess Catering Services at MNNIT Allahabad", I, -----, on behalf of M/S ---  
-----, solemnly declare that:

- 1) We are submitting our proposal for **Expression of Interest (EOI) for Providing Mess Catering Services at MNNIT Allahabad** against your notification no. ----- dated -----
- 2) We agree for unconditional acceptance of all the terms and conditions set out in the EOI document.
- 3) All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
- 4) All documents/ credentials, submitted along with this EOI proposal, are genuine, authentic, true and valid.
- 5) The firm/company namely M/S.-----has not been blacklisted or debarred in the past by MNNIT Allahabad or any other Government organization from taking part in Government tenders.

**OR**

The firm/company namely M/S.-----was blacklisted or debarred by MNNIT Allahabad, or any other Government Department from taking part in Government tenders for a period of ----- years, w.e.f.-----.

The period is over on-----and now the firm/company is entitled to take part in Government tenders.

- 6) At no point we have entered into any dispute / litigation / legal proceedings against any of our clients, in any of our projects, within the last 10 years, i.e., during financial years 2003-2013.
- 7) If any information and document submitted is found to be false/ incorrect any time, MNNIT Allahabad may cancel our proposal and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money Deposit and banning / delisting of our firm and all partners of the firm etc. In addition to the above MNNIT Allahabad, will not be responsible to pay the bills for any completed/ partially completed work.

8) It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of the Bidder .....

Name.....

Capacity in which assigned: .....

Name & address of the firm: .....

Dated-----

Seal of Notary

=====

**ANNEXURE-D**

**CERTIFICATE AS TO AUTHORIZED SIGNATORIES**  
**(ON THE COMPANY LETTER HEAD OF THE BIDDER)**

I, \_\_\_\_\_ the Company Secretary of \_\_\_\_\_ certify that \_\_\_\_\_ who signed the above EOI proposal is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal)

(Name)



**BIDDER'S STATEMENT****(ON THE COMPANY LETTER HEAD OF THE BIDDER)**

**[NOTE: Bidders MUST submit ALL required documents in support of minimum eligibility criteria along with the EOI proposal. No document in support of minimum eligibility criteria will be accepted / entertained after last date for submission of EOI Response. A list of all submitted documents should be provided.]**

1.	Name & Address of the Bidder organization/firm			
2.	Date of Commencement of Business			
3.	Address of the Headquarters			
4.	Name of the Chief Executive of the firm			
5.	Legal Status (Attach copies of original document defining the legal status):			
	(f) An individual			
	(g) A proprietary firm			
	(h) A Firm in partnership			
	(i) A limited company			
	(j) corporation or co-operative society			
6.	<b>Details of Registrations:</b>			
(a)	Income Tax Registration <i>(Attach attested copy)</i>			
(b)	Registration under Labour Laws <i>(Attach attested copy)</i>			
(c)	Employee Provident Fund Registration <i>(Attach attested copy)</i>			
(d)	Employee state insurance corporation registration <i>(Attach attested copy)</i>			
(e)	Service Tax Registration <i>(Attach attested copy)</i>			
(f)	PAN / VAT / CST / TIN Registration No. <i>(Attach attested copy)</i>			
7.	Annual Turnover for the last three (03) financial years <b><i>from catering business ONLY</i></b> <b><i>(Attach supporting documents)</i></b>			
	<b>Financial Information</b>	<b>FY 2010-11</b>	<b>FY 2011-12</b>	<b>FY 2012-13</b>
(i)	Revenue (in INR crores)			
(ii)	Profit Before Tax (in INR crores)			
(iii)	Revenue from CATERING business ONLY (in INR crores)			
(iv)	Other Relevant Information, if any			
	<b><u>Mandatory Supporting Documents:</u></b>			
	a) Auditor Certified financial statements for the last three financial years; 2009-10, 2010-11, and 2011-12 (Please include only the sections on Profit & Loss, revenue and the Assets, not the entire balance sheet.)			
	b) <b>Certification by the company auditors supporting the revenue break-up for catering business.</b>			

	<b>Average Annual Turnover</b> for last THREE financial years, ending 31st March 2013.						
8.	Classifications of Bidder						
	(i.)	Authorized Agent					
	(ii.)	Dealer					
	(iii.)	Others (please specify)					
9.	Name and address of the contact person to whom all references shall be made regarding this EOI proposal.						
	(i.)	Name					
	(ii.)	Address					
	(iii.)	Telephone No.					
	(iv.)	Fax No.					
	(v.)	Mobile No					
	(vi.)	e-Mail					
10.	Details of catering works to reputed Indian organizations, especially NITs/ IITs/IIITs/ Central Universities/ IISERs/CSIR labs etc., during last <b>THREE financial years (2010-2013)</b> , as on date of signing the EOI proposal. ( <i>Attach supporting documents</i> )						
	Sl. No.	Workorder Placed by (full address of Purchaser)	Workorder No. and date	Description	Value of order (In Rs.)	purchaser/ Consignee Contact person along with Telephone No., FAX No. and e-mail address	
	(i.)						
	(ii.)						
	(iii.)						
	(iv.)						
	(v.)						
11.	Details of received work orders ( <i>of catering works only</i> ) of <b>AGGREGATED VALUE NOT LESS THAN RS. 150 LAKH PER ANUM IN EACH OF LAST 03 (THREE) FINANCIAL YEARS (2010-2013), FROM A SINGLE ORGANIZATION</b> among NITs/IITs/IIMs/IIITs/Central Universities/IISERs/CSIR laboratories/PSUs/Central Government Departments and Offices, as on date of signing the EOI proposal. [ <b>NOTE:</b> <i>Copies of work orders as a proof may be provided.</i> ]						
	Financial Year	Sl. No.	Workorder Placed by (full address of Purchaser)	Work order No. and date	Description	Value of order (In Rs.)	Purchaser's Contact person along with Telephone No., FAX No. and e-mail address
	<b>2010-2011</b>	(i)					
		(ii)					
		(iii)					
		(iv)					

	(v)					
<b>2011-2012</b>	(i)					
	(ii)					
	(iii)					
	(iv)					
	(v)					
<b>2012-2013</b>	(i)					
	(ii)					
	(iii)					
	(iv)					
	(v)					

12. Details of received Two nos. of work orders (**of catering works only**) of **AGGREGATED VALUE NOT LESS THAN RS. 90 LAKH PER ANUM IN EACH OF LAST 03 (THREE) FINANCIAL YEARS (2010-2013), FROM ANY ORGANIZATION** among NITs/IITs/IIMs/IIITs/Central Universities/IISERs/CSIR laboratories/PSUs/Central Government Departments and Offices, as on date of signing the EOI proposal. **[NOTE: Copies of work orders as a proof may be provided.]**

Financial Year	Sl. No.	Workorder Placed by (full address of Purchaser)	Work order No. and date	Description	Value of order (In Rs.)	Purchaser's Contact person along with Telephone No., FAX No. and e-mail address
<b>2010-2011</b>	(i)					
	(ii)					
	(iii)					
	(iv)					
	(v)					
<b>2011-2012</b>	(i)					
	(ii)					
	(iii)					
	(iv)					
	(v)					
<b>2012-2013</b>	(i)					
	(ii)					
	(iii)					

	(iv)						
	(v)						
13.	<p>Details of received Three nos. of work orders (<i>of catering works only</i>) of <b>AGGREGATED VALUE NOT LESS THAN RS. 60 LAKH PER ANUM IN EACH OF LAST 03 (THREE) FINANCIAL YEARS (2010-2013), FROM ANY ORGANIZATION</b> among NITs/IITs/IIMs/IIITs/Central Universities/IISERs/CSIR laboratories/PSUs/Central Government Departments and Offices, as on date of signing the EOI proposal. <b>[NOTE: Copies of work orders as a proof may be provided.]</b></p>						
	<b>Financial Year</b>	<b>Sl. No.</b>	<b>Workorder Placed by (full address of Purchaser)</b>	<b>Work order No. and date</b>	<b>Description</b>	<b>Value of order (In Rs.)</b>	<b>Purchaser's Contact person along with Telephone No., FAX No. and e-mail address</b>
	<b>2010-2011</b>	(i)					
		(ii)					
		(iii)					
		(iv)					
		(v)					
	<b>2011-2012</b>	(i)					
		(ii)					
		(iii)					
		(iv)					
		(v)					
	<b>2012-2013</b>	(i)					
		(ii)					
		(iii)					
		(iv)					
		(v)					
14.	Details of Firms.						
	(i)	Address					
	(ii)	Phone No.					
	(iii)	Year of Establishment					
	(iv)	Name of contact person and contact details					
	(v)	Status of working Days and Hours					
	(vi)	No. of skilled employees					
	(vii)	No. of Unskilled employees					

**SUMMARY SHEET FOR EVALUATION**  
**(ON THE COMPANY LETTER HEAD OF THE BIDDER)**

Sl. No.	Eligibility Criteria	Information to be provided by Bidder	
1)	The Bidder has an average annual turnover of minimum of Rs. 150 lakh per annum in the last 3 financial years (Balance sheet/CA certificate to be enclosed, duly supported by the income tax return) (2010-11, 2011-12, 2012-13) <u>for last THREE financial years (2010-2013), from Catering works ONLY</u> . [Documents of Balance sheet & Profit and Loss account are enclosed along with application.]	Yes / No	
	(i) <b>Annual Turnover</b> for F.Y. 2010-11		
	(ii) <b>Annual Turnover</b> for F.Y. 2011-12		
	(iii) <b>Annual Turnover</b> for F.Y. 2012-13		
2)	The Bidder is a <b>profitable company</b> for the last THREE years <u>from Catering works ONLY</u> . [Documents of Balance sheet & Profit and Loss account are enclosed along with application.]	Yes / No	
	(i) Net Profit for F.Y. 2010-11		
	(ii) Net Profit for F.Y. 2011-12		
	(iii) Net Profit for F.Y. 2012-13		
3)	The Bidder must have received WORK ORDER ( <b>of Catering works only</b> ) of aggregated value not less than Rs. 150 Lakh per annum in each of last 03 (THREE) financial years (2010-2013), from any organization among NITs/IITs/IIMs/IIITs/Central Universities/ IISERs/CSIR laboratories/PSUs/Central Government Departments and Offices, as on date of signing the EOI proposal.  <b>[NOTE: Copies of work orders as a proof may be provided.]</b>	F.Y. 2010-11	Yes / No
		F.Y. 2011-12	Yes / No
		F.Y. 2012-13	Yes / No
4)	The Bidder must have received Two nos. of WORK ORDERS ( <b>of Catering works only</b> ) of aggregated value not less than Rs. 90 Lakh per annum in each of last 03 (THREE) financial years (2010-2013), from a single organization among NITs/IITs/IIMs/IIITs/Central Universities/ IISERs/CSIR laboratories/PSUs/Central Government Departments and Offices, as on date of signing the EOI proposal.  <b>[NOTE: Copies of work orders as a proof may be provided.]</b>	F.Y. 2010-11	Yes / No
		F.Y. 2011-12	Yes / No
		F.Y. 2012-13	Yes / No
5)	The Bidder must have received Three nos. of WORK ORDERS ( <b>of Catering works only</b> ) of aggregated value not less than Rs. 60 Lakh per annum in each of last 03 (THREE) financial years (2010-2013), from any organization among	F.Y. 2010-11	Yes / No
		F.Y. 2011-12	Yes / No



	NITs/IITs/IIMs/IIITs/Central Universities/ IISERs/CSIR laboratories/PSUs/Central Government Departments and Offices, as on date of signing the EOI proposal.  <b>[NOTE: Copies of work orders as a proof may be provided.]</b>	F.Y. 2012-13	<b>Yes / No</b>
6)	The bidder has furnished an undertaking to the effect that the firm has not been blacklisted in India by any organization.	<b>Yes / No</b>	
7)	<b>Performance Bank Guarantee:</b> Does Bidder/Tenderer agree to submit <b>Security Deposit, i.e., Rs. Two lakhs only</b> , valid till 60 days after the warranty period, on receipt of the notification of Award / Purchase Order / Agreement?		
8)	The bidder has PAN, TIN, CST, Service Tax Registration, EPF, ESI and VAT Registration.  <b>[NOTE: A copy of each of these documents provide]</b>	<b>Yes / No</b>	

Place:

Date:

Signature and seal of the Manufacturer/Bidder

**CHAPTER-3**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**1. Mode of Operation**

- (i) The service provider would provide breakfast, lunch and dinner. Each of these will have certain items mandatory for the service provider to provide as a part of the basic menu. Besides these, certain other items will be available on extra messing. The mandatory items are listed in the detailed menu attached herewith.
- (ii) The hostel mess has a "Mess Committee" consisting of the hostel Students, Staff and Wardens. The mess committee is authorized to regulate the mess related activities on a day to day basis. The hostel Warden Committee shall act on-behalf of the institute, for operation of the mess contract and overall supervision.
- (iii) The mess premises comprising, cooking and dining facilities, furniture, utensils, containers, appliances, water shall be provided by the institute free of cost. However service provider will be charged electricity bill for using electrical appliances and for any other purpose in the kitchen area as per institute rules.
- (iv) The required utensils, furniture and cooking appliances shall be provided by the hostel administration. The service provider is expected to use them and maintain these in good condition.
- (v) Hostel messes are equipped with newly procured kitchen automation appliances and utensils. Institute shall provide these to the Service provider free of cost. However cleaning, washing, maintenance, any material/tools used, man power required to properly maintain them shall be arranged by service provider at his own cost.
- (vi) The specific vegetables and dals to be served for each meal will be divided by the Mess Committee in consultation with the service provider at the beginning of each week. Also, Mess Committee and service provider will jointly identify the extra items, which can be made available on each day of a week.
- (vii) The service provider shall ensure procurement of only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than one day.
- (viii) The service provider shall ensure sufficient stock of raw material (other than vegetables and other items decided by mess committee) in the store for a minimum period of 15-days.
- (ix) The mess committee shall have the right to check the quality of food articles and vegetables from time to time. In case of sub-standard quality of food items, lack of hygiene or any other violation of rules the mess committee shall be authorized to impose an appropriate fine on the service provider.
- (x) Rebate for maximum 15 days ( minimum 5 days at a stretch) in a semester on account of whole meal or part thereof i.e. breakfast, lunch, dinner will be available to the students only if the concerned student informs the Supervisor through the Hostel Caretaker minimum 02 (two) days in advance.
- (xi) For Extra items, the number of residents interested in the extra items will be identified a day before. Only if the number of residents interested in the items is more than 20, the same will be made available by the service provider.
- (xii) One Supervisor will always be present during breakfast, lunch, dinner. It is desirable that the same supervisor continues at least for one semester, in case of any change, the Hostel Warden should be informed.
- (xiii) Service provider need to provide breakfast, lunch, dinner to Institute guests as and when required and Institute will settle the bills.
- (xiv) For each of the meals or extra items, it will be mandatory for the service provider to serve the items of a fixed weight/size at price decided apriori and approved by office.
- (xv) All items will be cooked in the kitchen of the hostel. No cooked item, except some snacks identified beforehand, will be brought from outside.
- (xvi) On special occasions, the menu will be identified by the Mess Committee and the rates for the same will be approved by the Chief Warden before the actual event. The payment

for the special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal.

- (xvii) The mess shall normally function throughout the academic year and will not be allowed to close on any days including Sundays and Holidays. However, the mess will be closed during the vacations and semester breaks at the discretion of the institute.
- (xviii) There could be some separate courses/ workshops/conferences/seminar/student activity, organized by any department/section/unit of the MNNIT ALLAHABAD in which external participants will participate. If required, the institute may ask to provide them messing facilities with the approval of Chief Warden.

## 2. **Employees:**

- (i) The service provider will have to register all his employees who will be working in the hostel premises along with a copy of their photographs, residential details for clearance by the MNNIT Security.
- (ii) The service provider will have to ensure that the employees are in clean and proper uniform and maintain personal hygiene and maintain discipline in the campus.
- (iii) It should be noted that the staff involved would be properly dressed and shall be well trained for kitchen automation with hygiene aspect in all respects.
- (iv) No space is provided to the employees during the day time. If such a facility is provided, the service provider will pay for the facility. The rate will be decided by the competent authority and mutually agreed by the service provider.
- (v) The service provider shall ensure sufficient manpower, on his pay roll. These manpower shall be deployed for preparation and service of each meal including cleaning, washing and overall up-keeping of mess assets and premises. A representation distribution of the manpower required for 850 residents is given below.

S. No.	Manpower type	Nos.
1	Manager	1
	Supervisor	2
2	Accountant cum clerk	2
3	Store keeper	2
4	Expert Cook	2
5	General Cook	4
6	Workers (counter service, seat service, cook helpers, cleaning service etc.)	60
7	Sweeper	2
	<b>TOTAL</b>	<b>75</b>

- (vi) The mess worker count will be checked from time to time and in case of deficiency found in deployment of man power, appropriate penalty may be imposed by mess committee.
- (vii) The service provider shall not pay less than what is provided under the law to workers engaged by him for the work. The service provider shall be required to comply with all statutory norms including the provisions of Minimum Wages. The mess workers shall not work for more than one shift staggered over 12 hours.
- (viii) The service provider will make sure that the age of workers should not be less than 14-years.

## 3. **Accounting and Payment:**

- (i) The bills for every 15 calendar days of a given month will be submitted by the service provider to the office at the end of this specified duration. The office normally clears the bills within 7-10 days of their submission. The rates for all the items for which the bills are raised, must have been prior approved by the competent Authority.
- (ii) The rates so fixed are inclusive of all taxes duties, and levies etc. imposed by the state/central Government and Local bodies as on the dates of award of the work. However, if any new tax, duty or levy is imposed or enhanced by the government/Local Bodies subsequent to the award of work, the same shall be reimbursed on production of proof of payment.

- (iii) The service provider shall be accountable for on-the-spot sales of coupons and its accounting. .
- (iv) The aforementioned rates shall be in force for the entire period of contract and shall not be revised under any circumstances, except in case of wage revision according to the minimum wages act. In case of any extension granted on expiry of one year contract, a revision of aforementioned rates may be specifically requested by the service provider.
- (v) In the cases of service provider extend messing facilities to cause participants (other than inmates of SVBH-MNNIT Allahabad), with the approval of Chief Warden, the caterer shall submit the bill to MNNIT Allahabad for the food served to the participants of the course soon after the course is over on the basis of menu/rates approved. The payment to the caterer shall be made through cheque after making necessary deductions i.e. TDS etc.

#### **4. Important Notes:**

- (i) The Institute reserves the right to:
  - (a) Amend the scope and value of the contract.
  - (b) Amend the rate of the contract.
  - (c) Award any of the Mess to the empanelled agencies.
- (ii) For any of the above actions, the Institute shall neither be liable for any damages, nor be under any obligation to inform the applicants of the grounds for the same.
- (iii) Effort on the part of the agencies or it's agent to exercise influence or to pressurize the Institute for this contract shall result in rejection of the application. Canvassing of any kind is prohibited.

#### **5. Menu Detail:**

##### **1. Breakfast**

The Bidder/Tenderer would provide a packaged 'breakfast plate' consisting of following items. Students will have two-options daily in the breakfast.

##### **COMMON: (Everyday)**

Milk: 200 ml or Tea/Coffee: 150 ml.  
Toned Milk to be used and not the double toned.  
Cornflakes or dalia: [each at least 3 times a week]

##### **OPTION I: (Everyday)**

Bread Slices with Butter (10 gm)/Jam (10 gm)

##### **OPTION II: (One item from the list given below)**

The Bidder/Tenderer would make available at least one item from the list below everyday decided by the mess committee. Additional items may also be added decided by mess committee.

- (i) Bread slices with one egg (boiled/fried/omelette)
- (ii) Bread slices with vegetable cutlet (two).
- (iii) Bananas/seasonal fruit (two).
- (iv) Jalebi-poha or dahi (unlimited).
- (v) Upma-Chatani (unlimited).
- (vi) Stuffed Dosa or uttapam -Chatani-Sambhar (unlimited).
- (vii) Stuffed parantha-Sauce or Green Chatani (unlimited).
- (viii) Idli or Bada- sambar-Chatani. (unlimited).

##### **Lunch (Mandatory Items)**

Dal: Unlimited  
Sambhar/Rasam: Unlimited  
Cooked Vegetable: Unlimited  
Curd/Raita: 75g-100g

Tandoori/Tawa/ Rumali/Naan/Poori: Unlimited  
Rice (plain): Unlimited  
Green salad: normal  
Pudina/Dhania Chutney/ Achar: normal

**Special Lunch-I** (Once a week: will replace regular lunch)

Tehari with vegetables : Unlimited  
Sambhar/Rasam: Unlimited  
Green Chatani: Unlimited  
Curd/Raita: 75g-100g  
Papad: normal  
Green salad: normal  
Sweet Dish: Rajbhog

**Special Lunch-II** (Once a week: will replace regular lunch)

Poori/Kachori: Unlimited  
Vegetable Pulao : Unlimited  
Butter-Paneer-Masala: Normal, Gravy unlimited  
Finger Chpps: normal  
Curd/Raita: 75g-100g  
Papad: normal  
Green salad: normal  
Sweet Dish: Kheer

**Dinner (mandatory items): Regular**

Dal : Unlimited  
Vegetable: Unlimited  
Tandoori/Tawa/Rumali/Naan/ Poori : Unlimited  
Rice : Unlimited  
Green salad: normal  
Pudina/Dhania Chutney/ Achar: normal  
Desert : one piece (or one serving)

**Special Dinner-I** (Once a week: will replace regular dinner)

Dry Vegetable : Unlimited  
Shahi Paneer (Veg.) or Chicken/Meat (Non-Veg.)  
Tandoori/Tawa/Rumali/Naan/ Poori : Unlimited  
Fried Rice : Unlimited  
Green salad : normal  
Pudina/Dhania Chutney/ Achar: normal  
Desert: one piece (or one serving)

**Special Dinner-II** (Once a week: will replace regular dinner)

Macroni/Noodles/Pasta: Unlimited  
Veg. Manchoorian/Soup  
Fried Rice : Unlimited  
Green salad : normal  
Tomato and Chilli Source: normal  
Finger Chipps: normal  
Ice-cream one piece (or one serving)

**NOTE:**

- (i) Desert in the dinner as specified in the detailed menu will include custard (Apple/banana/pine-apple/grapes), Mewa- kheer, gulab jamun, rasgulla, halwa (carrot/suji/dal), shahi toast, Sewain, or any other item decided by the Mess committee.



- (ii) For lunch and dinner a variety must be ensured. Dal of different varieties must be served on different days and for lunch and dinner. This may include the following: Moong dhuli, Moong sabut, Moong chilke wali, Masur Dhuli, Masur Sabut, Chana dal, Arhar Dal, Arhar, Kaala chana, Safed chana, Lobia/ raungi, rajma, Urad sabut etc. No dal must be served more than twice during a week. Similarly, the vegetables of different varieties preferably, seasonal vegetables, must be served. The same vegetable must not be served more than twice during a week. The contents of potato in any cooked vegetable must not be more than 25% except when potato vegetable is identified in the menu. If any dal or vegetable is served more than twice on any occasion, the residents will have the right not to pay for that item on that day after the Mess Committee has certified the extra repetition of the item.
- (iii) The detailed daily meal wise menu specifying the dals and vegetables to be served will be identified in the beginning of each month by the Mess Committee in consultation with the service provider. It will be mandatory for the service provider to serve this menu. In case of any difficulty in the same Mess Committee must be informed well in time.
- (iv) The service provider will be required to provide khichri or any other suitable item for sick residents in lieu of the regular meals.
- (v) For residents observing fasts, the Service provider will provide the substitute items in lieu of the regular meal after a minimum number of ten residents ask for the substitute meal.
- (vi) The service provider will not serve any item whose rates have not been approved by the competent authority beforehand.
- (vii) The students can also choose an additional item on extra payment in breakfast/lunch/dinner depending upon availability.

#### 6. Quality of ingredients and other items:

Sl. No.	Items	Brand
1.	Wheat Flour Packed	Saktibhog/Ashirvad
2.	Baisan	Saktibhog/Ashirvad
3.	Dalia	Saktibhog/Ashirvad
4.	Maida	Saktibhog/Ashirvad
5.	Suji	Saktibhog/Ashirvad
6	Arhar Dal	(Patka, Sadi)
7	Chana Dal	
8	Desi Chana	
9	Hara Matar	
10	Kabuli Chana (Large)	
11	Lobia (Big)	
12	Masoor Lal	
13	Masoor Kali	Delhi
14	Moong Chhilka	
15	Moong Dhuli	
16	Moong Sabut	
17	Rajma Gradel	
18	Rice Basmati (MiniDubar Quality)	Indiagate/Kohinoor
19	Rice Golden Sela	Indiagate/Kohinoor
20	Bhuna Chana	
21	Layee	
22	Safed Matar	
23	Soyabeen Bari	MDH/Nutrela
24	Urad Chilka	Green/Black
25	Urad Dhuli	
26	Urad Sabut	Bkak Sadi
27	Dalda Tin	Khajoor/Rath
28	Dalda Packet	Khajoor/Rath
29	Deshi Ghee	Amul/Britania
30	Musterd Oil (Ag)	Fortune15kg/15Lt
31	Refined Oil	Fortune

Sl. No.	Items	Brand
32	Chili Sauce	Tops
33	Jam	Kisan
34	Mishrambu	(Kesariya Badam)
35	Thandai	
36	Roohafza	
37	Rasana	
38	Soya Sauce	Tops
39	Tomato Sauce	Maggi
40	Vinegar Ka Paani	
41	Coffee	Nescafe
42	Tea	Tata Premium
43	Chiraunji	
44	Chhuara	
45	Gari Gola	
46	Gari Powder	Manglam
47	Kismish	Green
48	Kaju	Two piece
49	Makhana	
50	Achar(Mixed)	Navrang/Goldie
51	Achar(Mango)	
52	Custerd Powder	Wiekfield/BP
53	Cheora	Shaktibhog
54	Corn Flakes	Mohan Meakins
55	Chowmeen Packed	
56	Chowmeen Loose	
57	Namkeen	Haldiram
58	Mongphali Dana	
59	Papad	Lizzat
60	Siwai	Goldiee /Bombino/MTR
61	Sabudana	
62	Amchoor Powder	Goldiee/NavRang
63	Ajwain	Tripati /Goldiee
64	Arrarot	Goldiee/Ashok
65	Ajeenomoto	
66	Baking Powder	Weekfield
67	Beej(Tarbuzz)	Loose
68	Beej(Kharbuzz)	Loose
69	Badi Ilaichi	
70	Dalchini	
71	Haldi Powder	Goldiee /Ashok
72	Dhania Powder	Goldiee /Ashok
73	Dhania Khada	
74	Gur	
75	Heeng Dibiya 50gm	Goldiee /Ashok
76	Javitri	
77	Jaiphal	
78	Jeera(Safed)	Goldiee/Tripati
79	Jeera(Siyah)	
80	Kabawchini	
81	Kashmiri Mirch	MDH
82	Kasoori Methi	MDH
83	Kali Mirch(Sabit)	Goldiee/Tripati
84	Mirch Safed (Pisi)	MDH/Catch
85	Kala Namak (Powder)	
86	Laung	
87	Makroni	

Sl. No.	Items	Brand
88	Mirch (Powder)	Goldiee/Ashok
89	Mirch(Khada)	MDH
90	Mangrail	Goldiee/Tripati
91	Misri (Crystal)	
92	Methi	Goldiee/Tripati
93	Namak Sada	Tata
94	Nagkeshar	
95	Posta Dana	Goldiee/Tripati
96	Panch Phoran	Goldiee/Tripati
97	Rayee	
98	Rang	Ajanta
99	Saunf (Moti)	Goldiee/Tripati
100	Saunf (Mahin)	Goldiee/Tripati
101	Soda Sweet	
102	Safed Ilaichi	Local
103	Sugar (White)	
104	Tejpatta	
105	Sendha Namak	
106	Cholla Masala	Goldiee/Ashok
107	Chat Masala	Goldiee/Ashok
108	Damalu Masala	HariSons(India)
109	Garam Masala	Goldiee/Ashok
110	Kachauri Masala	MDH/Catch
111	Kichenking Masala	MDH/Catch
112	Meat Masala	Goldiee/Ashok
113	Matar paneer Masala	MDH/Catch
114	Pao Bhaji Masala	MDH/Catch
115	Rajma Masala	MDH/Catch
116	Raita Masala	MDH/Catch
117	Samosha Masala	MDH/Catch
118	Sanbhar Masala	Goldiee/Ashok
119	Shahi paneer Masala	MDH/Catch
120	Sabji Masala	Goldiee/Ashok
121	Agarbatti	Tiranga
122	Babool Paste	
123	Candle Big	Prabhat
124	Dhoopbatti	Mangaldeep/Haridarsan
125	Kewrajal	Dabur
126	Lux	
127	Match Box	Tikka
128	Nirma	
129	Rin Soap	
130	Vim/Nip Powder	
133	Transporation Charge	

## 2. Tentative Timings:

The following timings will be followed:

**Breakfast:** 7.30 am to 9.30 am on weekdays (Mon to Fri)

8.00 am to 10.00 am on Sat, Sun and Institute Holidays

**Lunch:** 12.30 pm to 2.30 pm on all days

**Dinner:** 8.00 pm to 10.00 pm

**Note:** The above schedule is subject to change by the order of mess committee.