

# Rajiv Gandhi Institute of Petroleum Technology (RGIPT)

## Tender for Operating Students' Mess for approx. 425 students (Including Catering, Caretaking and Housekeeping Services)

S. No.	Particulars	Details
1	Tender Notification No	RGIPT/Jais/Mess/01/2017
2	Name of the job	Operating Students' Mess for approx. 425 students (Including Catering, Caretaking and Housekeeping Services)
3	Period for contract	Initially for a period of 1 year, which may be extended for a similar, larger or lesser period on same terms and conditions
4	Date of Issue of Tender Document	05-12-2017 (Tuesday)
5	Last Date and time for submission of Tender Document	Tuesday, 26-12-2017 by 11.00 AM
6	Date, time and venue of Pre-Bid meeting	14-12-2017 (Thursday) at 11.30 AM
7	Date and time for opening of Technical Bids	Tuesday, 26-12-2017 by 11.30 AM
9	Date and time for opening of Price Bids	Announced later
10	Likely date for commencement of contract	January' 2018
	Earnest Money Deposit (EMD)	Rs. 4,00,000/- (Refundable) in the form of DD & drawn in the favour of- <b>Rajiv Gandhi Institute of Petroleum Technology</b> (RGIPT) and payable at Bank of Baroda, RGIPT Jais Campus, Jais, Amethi, Uttar Pradesh
	Name of the contact person at RGIPT for tender related enquiry	Jitendra Prasad Mobile: 08574897750 (10.00 AM to 5.00 PM) Monday to Friday
	Address for the submission of tender	The Registrar Rajiv Gandhi Institute of Petroleum Technology (RGIPT) Jais Mubarakpur Mukhetia More, Bahadurpur, Post: Harvanshganj, Near Jais Railway Station Amethi- 229304, UP, India

## **PART-I**

### **1. INTRODUCTION**

- a. Rajiv Gandhi Institute of Petroleum Technology (RGIPT) has been set up through an Act of Parliament as an Institute of National Importance on the lines of IITs. Institute is operating its academic activities from Jais, Dist- Amethi (Main Campus) and currently offering programmes at Undergraduate, Postgraduate and Doctoral levels. There is strength of around 425 students on campus and Institute intends to engage a reputed catering firm to operate its professionally managed students' mess and provide tasty and hygienic foods at par with a reputed restaurant.
- b. Sealed quotations, in Two-Part Bids, are invited from reputed catering firms for catering, caretaking and housekeeping services at RGIPT Mess at Jais, Dist- Amethi.
- c. Bidding System- Interested firms may submit their quotations in two part bids:  
PART- A: Technical Bid (Annexure-I- VII)  
PART- B: Price Bid (Annexure- VIII-IX)

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

Broadly, the services involve following tasks:

- a. Catering Services for Students' Mess
- b. Caretaking of students' mess
- c. Cleaning and maintenance of Students' mess area

Caterer will be required to prepare food and serve breakfast, lunch, evening snacks and dinner for Students, Guests, and visitors of RGIPT, as per menu suggested by Mess Committee and maintain the mess and its surroundings clean. The mess staff will work under the guidance of Mess Committee. Cleaners will not be used for kitchen/cooking work and for serving the cooked foods.

### **3. JOB SPECIFICATIONS**

- a. Provide unlimited breakfast, lunch, snacks and dinner to hostellers. The number of boarders will be at an average of 425, which may vary between 10 to 20%. The number of students may increase in the coming academic session. The food shall be prepared in clean, hygienic and safe conditions as per the menu.
- b. Only standard quality of raw materials/ packaged items will be used in cooking food. Food Safety and Standard Authority of India (FSSAI) should approve all packaged items.
- c. The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and moped, after every meal (breakfast, lunch, snacks and dinner) and will be disinfected once in a month or as and when required.
- d. High standard of hygiene, sanitation & safety should be maintained at kitchen & dining hall.
- e. The garbage collected from the kitchen, dining hall, dish wash area will be disposed off every morning in closed bins. The surroundings shall be kept clean and hygienic.

- f. The tea spoons, table spoons, forks, knives, stainless steel tumbler glass, katories and all the utensils should be counted once in a month and the contractor will be responsible for the loss of any items and make the loss if any, good. Water Coolers and purifier should be cleaned and maintained as per the instruction of Institute's authority.
- g. Food shall also be served to sick boys/girls in their rooms as and when required.
- h. The workers, deployed in mess should have an experience of working in a large canteens, hotels, messes for a period of at least 2 years and should have the knowledge and aptitude of preparing food both vegetarian and non-vegetarian.
- i. The caterer will try his best to save energy by using latest technology in catering service areas.

#### 4. ELIGIBILITY CRITERIA

- a. The bidder should be either a registered Proprietary firm, Partnership firm, Limited Company or a corporate body legally constituted.
- b. A minimum 5 years experience, especially in operating Students' Mess or Officers' Mess/Canteen for more than 400 persons on daily basis with any Educational Institutions or Organization of repute at the level of IITs, IIMs, IISERs, NISERs, NITs, NIFTs, AIIMS, Central Universities, etc.
- c. The contractor should have executed at least 3-4 contracts for providing services to 300-500 students during last 3 years.
- d. The firm should have an Annual Turnover of Rs. 3.00 crores (Rupees Three crores only) per annum during last 3 consecutive years as per the audited statement of accounts ONLY FROM PROVIDING CATERING/MESS SERVICES. The Service Provider MUST have earned profit during the last 2 years.
- e. Any Government or private bodies should not have blacklisted the contractor.
- f. The Service Provider should be duly registered with the relevant authorities for PAN, GST, Food License, EPF, ESI, Labour License, etc. and have its own Bank Account.
- g. All terms & conditions of tender are acceptable to the bidder.
- h. An Earnest Money Deposit (EMD) of Rs. 4.00 Lakhs (Rupees Four Lakhs only) in the form of Demand Draft (DD). The DD should be drawn in favour of 'Rajiv Gandhi Institute of Petroleum Technology' (RGIPT) and payable at RGIPT Jais Campus, Jais, Amethi, UP.

#### 5. EVALUATION OF BIDS

- a. All received bids will be evaluated on parameters as specified above in **Point no-3** Point no-4 and marks will be awarded accordingly under following heads:

S. No.	Particulars	Marks
1	Experience	20 (Twenty) Marks
2	Performance certificate from client(s)	15 (Fifteen) Marks
3	Annual Turnover during last 3 years	15 (Fifteen) Marks
4	Per day per student Price Quote	50(Fifty) Marks

b. The bidder scoring the highest marks out of 100 as mentioned above would be awarded the contract. The details of awarding marks are as under:

S. No.	Qualified criteria	Marks Criteria
1.	Experience of running mess or canteen for more than 400 students on each occasion in IITs, IIMs, NITs, NIFTs, ISERs, NISERs, Central Universities or any other National level Institute during last 5 years	1-mark will be awarded for per contract with a maximum of <del>3 marks per year</del> <b>4 marks per year</b> .  Experience should ONLY be in running Students/Officers' mess or canteen.
2.	Performance Certificate from IITs, IIMs, NITs, NIFTs, ISERs, NISERs, Central Universities or any other National level Institute during last 5 years	Excellent Rating: 3 marks with maximum 6 marks per year Very Good Rating: 2 marks & Good Rating: 1 mark  for the work contract of Rs. 1.5 crores or above.
3.	Annual turnover for canteen/ catering service contract for last 3 years (2016-17, 2015-16 & 2014-15)	5 marks will be awarded for turnover of Rs. 3.00 crore or more per year.
4.	Price quoted for serving a Breakfast, Lunch, Snacks and Dinner per day to each student.	The lowest bid shall be given a Financial Score (FS) of <del>40 points</del> <b>50 points</b> . The Financial Score (FS) of other bidders will be determined using the formula: <del>FS = 40 x LQ/BQ</del> , <b>FS = 50 x LQ/BQ</b> , in which LQ is the Lowest Quote, and BQ is the Bid Quoted by particular bidder.
5	Qualifying marks	Price bids on only those bidders will be opened who have scored 35 marks out of 50 or say they have scored 70% marks. However, Competent Authority reserves right on the recommendation of TEC to consider the case of such firm, whose performance have been Excellent during last 3 years, but they have scored below 35.

**c. Process of evaluation:**

Steps of evaluation	Criteria	Impact of unavailability of requisite document
1 <sup>st</sup>	EMD Amount of <del>Rs. 2.00 Lakh</del> Rs. 4.00 Lakh	Tender shall be summarily rejected & no further evaluation of Tender shall be done
2 <sup>nd</sup>	Signing & stamping of all pages of Tender Document	As above
3 <sup>rd</sup>	5 years experience in the profession	As above
4 <sup>th</sup>	Annual Turnover criteria	As above
5 <sup>th</sup>	Registration with Income Tax department for PAN	As above
6 <sup>th</sup>	Registration with GST	As above
7 <sup>th</sup>	Registration under EPF Act & ESI Act	As above

**Step-1:** EMD of Rs. 4.00 Lakh is must for all bidders. If any tender received without EMD will be rejected summarily and no further evaluation of quotation shall be done

**Step-2:** It will be mandatory for all bidders to sign with date (by authorized person) and stamp all pages of tender document. In absence of signature and stamp of bidder, quotation shall be rejected out rightly and no further evaluation of quotation shall be done

**Step-3:** As operation of mess is a specialized work, hence, bidders must have 5 years experience especially in the field of operating students' mess or officers' mess at any reputed government or private organization. Bidder(s) will be required to submit copies Work Orders in their claims. If it is not complied, quotation shall be rejected at this stage and no further evaluation will be done.

**Step-4:** Registration with IT Department for PAN, Annul Income Tax Return Filing, GST and Registration under EPF Act and ESI Act will be checked to only those bidders, who fulfills above three criteria (EMD submission, Signing & stamping of tender document and Experience certificate submission).

After the technical round, Financial Bids of technically qualified bidders shall be opened in the presence of eligible parties. Date of opening of Technical Bids shall be communicated in due course of time.

## **PART- II**

### **GENERAL TERMS AND CONDITIONS**

1. The bidder must have the required and valid statutory registration for rendering the catering and allied services.
2. The **canteen** mess shall remain open throughout the year, even during the vacations in order to facilitate food for students, faculties, staff and others. A separate coffee shop has to be run by the contractor.
3. The successful bidder will pay Rs. 10,000/- as monthly maintenance charges for 11 months.
4. Actual consumption of the electricity for mess (except dining hall area) will be paid on monthly meter reading basis. The Institute will not charge **of** the cost of water usage. However, Contractor shall use the water-supply economically.
5. As a part of the "Price & Evaluation Bid", the bidder shall quote the price for- Per student per plate cost (For Breakfast, Lunch, Snacks and Dinner) on daily basis.
6. The contractor will have to provide foods as per prescribed schedule at the RGIPT Mess/ Canteen. Expenses of transportation of food to hostel points, recommended by Institute authority will be borne by the contractor.
7. The contractor shall have to make his own arrangements for the accommodation of its mess staff. The mess staff shall leave the campus latest by 11.00 pm and shall be granted permission to enter the campus not earlier than 05:00 am.
8. The catering services should include innovative variety and balanced nutrition both for vegetarians and non-vegetarians. Requirement of Catering services include: (a) Breakfast, Lunch and afternoon snacks with tea/coffee for all students including hostellers and day-

scholars, (b) Dinner for hostellers, (c) Breakfast / Lunch/Afternoon snack/Dinner etc. to those faculty/staff who require such services.

9. The contractor shall also provide various kinds of beverages, snacks and eatables in the canteen at such price/quotes as approved by the Mess Committee from time to time.
10. No legal proceedings(s) and/or Industrial dispute(s) claiming wages or any other payment from or employments with the Principal Employers have been initiated by any present employees or previous employees of the bidder (if a company or proprietorship however previously designated) or of any partner of the bidder (if the bidder is a partnership firm).
11. RGIPT shall provide the contractor some of the kitchen equipment/utensils/appliances and contractor shall arrange remaining. All interested bidders are advised to visit the RGIPT Mess to assess the available resources for providing catering services. List of available utensils may be obtained from the **the** office.
12. Any equipment required other than what is available in the Institute for the cooking and servicing is to be procured by the Caterer. Any new equipment purchased would remain the property of the Caterer and can be taken away at the time of completion of the contract. However, a proper entry at the gate would be required for new equipments and proper gate pass would be needed while taking out such equipment out of the campus.
13. Pest-Control: The contractor at all times will keep the kitchen/dining hall/washing area free from flies/cockroaches/mosquitoes/rats and other pests. Frequent pest control and scientific pest control measures are required to be adopted by the contractor at all times.
14. The contractor would ensure clearance of all the drains in and around the kitchen and dining hall at all times and will ensure disposal of waste food articles & other garbage from the campus premises frequently and regularly at his own cost. The Institute will not pay any extra amount for the same.
15. The caterer shall make necessary arrangements for regular and prompt collection and disposal of waste generated in the kitchen on day-to-day basis.
16. It shall be compulsory for the Mess Contractor to take the following hygiene and cleaning measures- Cleaning the kitchen area twice a day, including the store-room, soaking the vessels in hot water at the end of the day, Crockery to be washed with hot water using detergents, Thorough cleaning of refrigerators, bottle-coolers and water coolers, once a week, Periodic spraying of insecticides, Cleaning the dining tables with detergent and water at the end of the day and thorough cleaning of wash basins with detergent at the end of the day.
17. The contractor will arrange for any additional facilities, utilities, equipment and inputs required for the production and service of various items of food. The Contractor shall be responsible to ensure the proper utilization of the facilities, equipment, furniture and utilities provided by RGIPT without any manner of abuse or excess use. For any loss or damages to the premises, fittings, fixtures and equipment, recovery at market rates would be effected from the contractor's bill and the material/item repaired or replaced at his cost.

18. Notwithstanding anything provided elsewhere herein, the firm may be penalized if the contractor does not rectify any defect in the maintenance, upkeep, hygiene and cleanliness of the kitchen and/or equipment to a state satisfactory to the Officer-in-charge within 10 (Ten) days of notice in writing.
19. The contractor will be responsible for any major or minor repairs and will arrange for regular maintenance of the equipment provided by the Institute at his cost.
20. The caterer shall get the menu approved by the Mess Committee or the representative of the students. The officer-in-charge may make any subsequent change in the menu in consultation with the Students Committee, and contractor.
21. Efficiency, promptness, quality of food, good behaviour and politeness of the caterer and his staff are the essence of the contract. The caterer is required to supervise the operations at all working hours and his Manager or Supervisor shall personally supervise operations in the kitchen and dining area.
22. The contractor will deploy sufficient nos of trained, efficient and reliable uniformed workers in the students dining hall during all major meal timings. They will done the manpower planning in such a manner that at least 1 supervisor, 2 nos of chef, 4 chef's helpers, 2 for washing utensils, 4 for maintenance of mess areas and 5 person should available for food counters in per shift. These are just indicative numbers, which may **by** be increased by contractor if it is found insufficient for smooth operation of mess services.
23. The caterer shall provide appropriate uniform to all their staff engaged and deployed at RGIPT in sufficient quantity. All mess workers will wear neat and clean uniform, aprons, gloves, headgear and name badge during working hours. Catering staff will not smoke bidis, cigarettes or take alcoholic drinks on the campus and nor they are allowed to chew pan, gutka, tobacco, items etc.
24. All the catering staff should be medically fit. They should be free from any contagious diseases. The caterer shall get his employees medically examined once in six months and submit fitness certificate to the officer-in-charge.
25. The contractor will require submitting of medical report and police verification of the newly deployed employees within 10 days of their joining. The contractor shall issue ID Cards to all its workers and intimate accordingly to Institute.
26. Entry into RGIPT campus by caterer's personnel will be subject to issue of gate passes to such personnel for the purpose. Gate passes shall be for a fixed period and shall be issued at the joint request of the caterer and the personnel of the caterer with respect to whom gate passes are sought, in the format prescribed by RGIPT in this behalf to be jointly signed by the caterer and the concerned personnel.
27. The gate pass may be withdrawn without assigning any reason.
28. The caterer's personnel shall not indulge in entertaining their guests/outsideers in the RGIPT premises, and shall not loiter in the premises and normally not move out of their specified area of operation.

29. The books of accounts regarding attendance, acquaintance, wages paid, PF Accounts etc. are to be maintained properly and produced for inspection to the Institute, whenever asked for and the Institute can take penal action for non-compliance.
30. The normal working hours of mess will be from 6.00 a.m. to 10.30 p.m. However, the Institute calls for special services beyond these hours on special occasions, without any additional payments.
31. The workers employed by the contractor shall not act in any way detrimental to the interest of the Institute. They shall not be employees of the Institute and shall not have any claim whatsoever on the Institute
32. The Contractor shall be solely responsible either for any injury, damage, accident to the workers employed by them or for any loss or damage to the equipment/ property in the areas of work as a result of negligence/carelessness of its workers.
33. The workers shall have to follow the security regulations as directed by Security and fire fighting of the Institute. Workers shall not form union or carry out trade union activities in the campus or not participate in any strike or protest in any form.
34. The contract will be initially for 1 year, which may be further extended for similar, lesser or larger period based on the need of the Institute, Satisfactory Performance of the Contractor and on the Recommendation of Students' Mess Committee on similar terms and conditions. However, there will be a provision for Annual Price Escalation (In case the tender extended) of up to 2-5% per annum to absorb the increase in the input costs. However, the rates quoted shall remain firm during the first year of the contract.
35. Upon the termination of the contract (except termination due to illegality), the Institute shall be entitled, at the risk and cost of the contractor, to arrange for meals and/or carry on the room services for the balance period of the contract as contemplated in the scope of the work through an independent agency and to adjust any differential amount thus incurred from the contractor (in addition to any other amounts, compensation and damage that the Institute is entitled to in terms of the contract or otherwise) from the security deposit or any other amounts due or becoming due to the contractor.
36. The payment shall be made on monthly basis on satisfactory completion of assigned job. The bill should be submitted on 5<sup>th</sup> of succeeding month and payment will be made within 30 days after certification by Chairman- Mess Committee & Chairman- Council of Wardens.
37. Mess charges will be billed on actual quantity of plate/food consumed. If students are out of station for more than 3 consecutive days, he/she is allowed a mess rebate (as applicable) provided the Chairman- Council of Wardens officially permits the absence from the campus.
38. All bidder shall deposit an Earnest Money Deposit (EMD) of **Rs. 2.5 Lakhs** Rs. 4.0 Lakhs by means of Demand Draft, drawn in the favour of Rajiv Gandhi Institute of Petroleum Technology (RGIPT) payable at Bank of Baroda, RGIPT Jais Campus Branch, Jais, Amethi, UP and must be enclosed along with the Tender. Tenders submitted without EMD will not be considered. The EMD of the unsuccessful bidders will be refunded without any interest after the award of the contract to the successful bidder. The EMD of the bidder is liable to be



forfeited if the bidder prematurely withdraws his bid or the successful bidder fails to take up the job or fails to deposit the initial security deposit.

39. Successful contractor shall deposit Rs. 10.00 lakhs or an amount equivalent to 1-month bill as Performance Security Guarantee/ Security Deposit within 15 days of award of contract. No interest shall be paid on this amount.
40. The Performance Security Guarantee/ Security Deposit may be in the form of Account Payee Demand Draft or Fixed Deposit Receipt from any scheduled or nationalized bank, drawn in favour of Rajiv Gandhi Institute of Petroleum Technology (RGIPT) payable at Bank of Baroda, RGIPT Jais Campus Branch, Jais, Amethi and should be valid for the period of entire contract period.
41. If the contractor fails to carry out the entrusted job and related miscellaneous works within the stipulated time and as per the scope of work and specification, in such situation, RGIPT reserves right to impose penalty as decided by Mess Committee and will have the right to get the work done through other agency.
42. The contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workers including safety regulations.
43. The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to the food items prepared and sold by him to RGIPT, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to the preparation, storage and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, and The Weights and Measures Act and all rules, regulations and orders framed there under.
44. The contractor will be solely responsible for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.
45. The contractor shall fully comply with all applicable laws, and regulations relating to P.F. Act, ESI Act, GST, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Food Safety and Standards Authority of India (FSSAI), central, states, Municipal and local governmental agency or authority. The contractor will pay all the time, revised minimum wages to their workers.
46. The contractor shall be responsible and liable for all the claims of his workers.
47. The contractor shall obtain the license under the Contract Labour (R&A) Act from the office of the Assistant Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill be cleared only on the submission of the said license. The contractor would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.

48. The contractor shall obtain adequate insurance policy in respect of his workers engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
49. The contractor shall keep the Institute indemnified from and against all personal and third party, misconduct claims whatsoever arising out of any commission or omission by contractor or his employees, or representative as the case may be.
50. The Institute shall be entitled to inspect and/or test by itself or through any of its representative or an independent agency, premises of the contractor and materials stored therein for use pursuant to the contract and/or any ingredient to be used in the preparation of food intended for provision or sale pursuant to the contract.
51. If any material, item or component intended to be used for the work is found to be unsatisfactory, in such matter the decision of the Institute or authorized representative shall be final and binding to the contractor. The contractor shall not use such material, and shall keep the Institute indemnified from and against any claim of infection, poisoning or illness arising from any bad, stale or defective food or material provided by the contractor.
52. All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.
53. The contractor shall give vacant possession of the facilities/ premises made available to the contractor by RGIPT and return all furniture, fixture, equipments, utensils and other items made available by RGIPT in good condition after the contractual period is over or if the contract is earlier terminated.
54. If the contractor fails to do so, Institute shall be free to take possession of the premises by opening the lock(s), if necessary, and make out an inventory of all furniture material and equipment and if any item found missing, Institute will be free to deduct from the contractor's bill(s) or security deposit.
55. The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of an unavoidable circumstance, the contractor shall be able to do so with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.
56. The scope of work given is approximate only and may vary in actual course of execution. The contractor is therefore, advised to quote very carefully. No claim for the compensation from the contractor shall be entertained due to any variation in quantities (irrespective to the quantum of variation) of the various items of food or deletion of any item(s) of food. The rates shall be firm during the first year of the contract.
57. Either party may terminate the contract by giving two-month notice.
58. The contractor shall not be entitled to claim any compensation from RGIPT for the loss suffered by him on account of delay by RGIPT in the supply of useable water, electricity etc. where such delay is covered by difficulties relating to the supply of wagons, force majeure

including non-allotment of such materials by controlling authorities, Acts of God, acts of enemies of the state/ country or any reasonable cause beyond the control of the Institute.

59. The tentative timing of mess operation is as follows:

Breakfast: 08.00 am to 9.00 am	Lunch: 12:00 pm to 1.30 pm
Snacks: 4.00 pm to 4.30 pm	Dinner: 08.00 pm to 9.30 pm

Mess committee reserves right to change the timing of mess as per students' requirement and comfort.

60. The Mess Committee also reserves right to decide the timings for breakfast and each meal on different days. The mess committee may revise the timings over the year as per academic and other activities. The committee will inform the contractor about the changes in the timings well in advance.

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

62. In case of any discrepancy (in terms of palatability of food or hygiene) or any case of negligence, appropriate punitive action shall be taken and the Mess Committee will be fully empowered to impose penalty on contractor.

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

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

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

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

67. RGIPT expects the Students' Mess to be maintained as a high-end facility for our students' community, ensuring state-of-art hospitality and service management at the level of a Three Star standard.

68. The contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, ~~Sales Tax, Royalty, Excise duty, Octroi,~~ GST and other applicable taxes Works contract etc. and shall keep the Institute indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws. The contractor shall not employ child labour. Payment to workers must be according to Central Minimum Wages Act.

69. The contractor shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline and Decency at and around the work site, Safety Precautions and Safety Regulations.
70. In the event of any question, dispute or difference arising under this Agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to an arbitrator appointed by the Director, RGIPT. In such cases, the decision of the Arbitrator will be final and binding on both parties of this agreement.
71. It is agreed and declared by and between the parties hereto that the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Amethi alone shall have jurisdiction to the exclusion of all other courts in any place in the Union of India, so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Amethi.
72. The Institute reserves the right to visit the sites managed by the contractor to evaluate its competency level during any stage of the tendering process. The report submitted by the inspecting committee will be considered for finalizing the successful bidder.
73. The contractor shall have to mobilize his resources to commence the work within 15 (fifteen) days from the date of award of contract.

**PART-III**  
**SUBMISSION OF TENDER:**

1. All bidders should submit the Tender under "Two Cover System". The first cover is termed 'Technical Bid' with EMD of Rs. 4.00 Lakh (Rs. Four Lakhs Only) by superscribing on the cover "TENDER FOR STUDENTS' MESS-2017". The second cover is termed as 'Price Bid', sealed with "PRICE BID FOR STUDENTS' MESS-2017". Both covers should be placed in a bigger cover by super scribing "TENDER FOR STUDENTS' MESS-2017".
2. The offer should be valid for a period of at least 60 days from the date of the tender opening. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as "REJECTED" and EMD shall be forfeited without any reference to the bidder.
3. **Nil**
4. All tenders and covers should bear the name and address of the tenderer and all the pages of the tender document must bear the seal and signature of the tenderer.
5. Pre-bid meeting: A pre-bid meeting would be held on Thursday, 14-12-2017. The tenderers who require any clarifications s are invited to attend the meeting.
6. Place and Address for submission of Bids: The completed tenders should reach- The Registrar, Rajiv Gandhi Institute of Petroleum Technology (RGIPT), Mubarakpur Mukhetia

More, Bahadurpur, Post: Harvanshganj, Near Jais Railway Station, Amethi- 229304, UP, India on or before 26-12-2017 by 11.00 a.m.

7. Opening of Technical Bids: The Tenders will be opened on same date at 11.30 AM on Tuesday, 26-12-2017 at RGIPT Administrative Block, Jais, Amethi. Representatives of the tenderers are welcome. Only Technical Bid will be opened in the 1<sup>st</sup> Phase. Tenders will be short-listed for Price Bid round only on the basis of information provided in Technical Bid.
8. RGIPT reserves right to withdraw tender after floating it or cancel the entire tendering process without assigning any reason whatsoever at any stage. In addition, Institute reserves the right to select or reject any bid without assigning any reason thereof.
9. RGIPT reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of the Director, Rajiv Gandhi Institute of Petroleum Technology shall be final and binding on tenderers.
10. Where counter terms and conditions, printed or cyclostyled conditions have been offered by the Contractor, the same shall not be accepted by the Institute, unless a specific written acceptance thereof is obtained.
11. All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of the Bid shall be borne by the Bidder. RGIPT in no case shall be responsible or liable for these costs regardless of the outcome of the bidding process.
12. The bidder should quote firm prices/ rates taking into account of all taxes and other expenditure required to be incurred by him/ her for providing required services etc. during the contract period as indicated under this contract and after wards no variation on any account unless otherwise specifically mentioned will be allowed.
13. Merely quoting low price doesn't make a bidder, L-1/ successful bidder. Quoted Price MUST be justified and commensurate with existing market rate.
14. If it found that rate quoted by L-1 party is not justified, Tender Evaluation Committee (TEC) reserves right to reject the offer of L-1 party and consider the genuine rate of L-2 party.

#### **Special Conditions**

15. The successful bidder will pay Rs. 10,000/- to Institute as monthly maintenance charges for 11 months.
16. Electricity usage will be charged for mess (except dining hall area) on monthly meter reading basis. The current electricity rate at RGIPT is Rs. 7.20 per unit.
17. RGIPT will provide the contractor few kitchen equipment/utensils/appliances and remaining shall be arranged by contractor. All interested bidders are advised to visit the RGIPT Mess to assess the available resources for providing catering services.
18. The caterer will compulsorily provide appropriate uniform to all their staff engaged and deployed at RGIPT in sufficient quantity. All mess workers will wear neat and clean uniform, aprons, gloves, headgear and name badge during working hours.

**TECHNICAL BID (For Operating Students' Mess -2017)***(Technical Bid should be kept in separate sealed cover without stating any price) – To be filled in BLUE ink.***From:**

.....

.....

The Registrar,  
 Rajiv Gandhi Institute of Petroleum Technology (RGIPT)  
 Mubarakpur Mukhetia More, Bahadurpur, Post: Harvanshganj,  
 Jais, Amethi- 229304, Uttar Pradesh

<b>S. No.</b>	<b>Particulars</b>	<b>Details to be filled in by the Agency/Firm</b>
1	Name of the Firm	
2	Registration No of the Firm (Attach copy)	
3	Date of incorporation of the Firm. State whether it is Partnership/ Proprietorship Firm (Attach copy)	
4	Registered Office of the firm/agency with Phone/Mobile No and e-mail id	
5	Name of contact person with Phone/ Mobile No and e-mail id	
6	PAN of the Firm/Agency (Attach copy)	
7	Goods & Service Tax (GST) Registration No (Attach Copy)	
8	Whether the Agency is an IT Assessee and have filed its income tax returns for the last three assessment years- YES/ NO (Attach copy of IT Returns)	

9	EPF Registration Number (Attach copy)	
10	ESI Registration Number (Attach copy)	
11	Whether the Firm has minimum 5 years experience in providing Manpower supply services to reputed organizations/ institutions (Yes/No)	
12	Banker of Service Provider with full address (Attach certified copy of statement of bank A/C for the last six months duly attested by the bankers')	

13. Financial turnover of the caterer ONLY FROM THE CATERING/MESS SERVICES for the last 3 years (Annual Report and Audited Balance sheet & Profit Loss Account for the last three financial years to be attached)

Financial Years	Annual Turnover (In Rs)	Net Profit
2016-17		
2015-16		
2014-15		

14. A certificate on firm letterhead that service provider has not been defaulted in payment of EPF/ESI/ GST /Income tax and all statutory dues etc. The certificate should be certified by at least 3 organizationS to whom agency has provided services during last 3 years.

15. Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time.

16. Details of Earnest Money Deposit (EMD)

Amount	DD No	Date	Name of Bank
Rs. 4. 00 Lakhs			

17. Furnish the details of officers of the Institutes, agency/firm has provided catering services during last 5 years.

Name of the Organization	Officer-in-Charge with designation (Not below the rank of Assistant Registrar/ Manager)	Phone/Mobile No and e-mail id


**DECLARATION**

1. I, ----- Son / Daughter / Wife of Shri -----Proprietor/Director, authorized signatory of the Service Provider, mentioned above, is competent to sign this declaration and execute this tender document;
2. I/we agree that the decision of RGIPT, Jais, Amethi in selection of Bidder shall be final and binding on me/us.
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
4. I/we agree that we have no objection, if inquiries are made about our works, its related areas and any other inquiry regarding all contracts listed by us in the bid.
5. I/we undertake to inform any change in the constitution of the firm, as and when it takes place. The continuation of the contract subsequent on such alteration will be at sole discretion of RGIPT, Jais, Amethi.
6. The information / documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.

Place : -----

Name & Signature of authorized person

Date : -----

(With Seal of the Company)



**DECLARATION**

(To be executed by bidder on Rs. 10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I ----- Proprietor/ Director/ Partner of the firm

M/s. ----- do hereby solemnly affirm that the firm

M/s. ----- has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Name: .....

Date: .....

Designation:.....

**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

(To be executed by the bidder on Rs. 10/- Stamp paper & attested by Public Notary/Executive Magistrate)

We certify that during the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
- (b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- (f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature of authorized person

Name & Designation with office Seal

**TENDER CONDITIONS ACCEPTANCE CERTIFICATE**

(To be given on Company Letterhead)

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the RGIPT website- **www.rgipt.ac.in** as per your advertisement, given in the above mentioned website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by RGIPT too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Seal

**SOLVENCY CERTIFICATE  
(For Rs. 75.00 Lakhs)  
(On Bank's Letterhead)**

Ref. No:.....

Date: .....

**TO WHOMSOEVER IT MAY CONCERNED**

This is to certify that to the best of our knowledge and information, M/s -----  
-----

(Bidders name with complete address), a customer of our Bank, is respectable, and is capable of  
executing orders to the extent of Rs. ----- (Rupees -----  
-----) as disclosed by the information and records which are available with us.

M/s ----- have been our customer since ----- to date and  
has been granted the following limits, at present, against various facilities granted by the Bank: -----  
-----

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its  
officials. This certificate is issued at the specific request of the customer for the purpose of participating  
in RGIPT Tender No- RGIPT/Jais/Mess/01/2017.

Signature of Authorized Person

Name: -----

Date: -----

Seal:

**CERTIFICATE OF TURNOVER***(On agency/firm letterhead)*

This is to certify that M/s ----- has registered following turnover and profit/loss during last three financial years:

<b>Financial Year</b>	<b>Annual Turnover (In Rs)</b>	<b>Net Profit</b>
2016-17		
2015-16		
2014-15		

The information above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.

Seal & signature of Chartered Accountant

Date: -----

Signature (with date) & seal of Bidder/Tenderer

Date: -----

**List of the Institute(s), where firm has provided catering services to at least 300-500 persons during last 5 years.**

S. No.	Name of the Organization	Monthly contract value	Students' strength	Period of contract From - To	Total contract period (in months)	Page No of the Work Orders and Job Completion/ Performance Certificate
1						
2						
3						
4						
5						

**Note:** Please attach copies of Work Orders and Job Completion/Performance Certificate, otherwise, experience will not be considered.

**Date:** .....

**(Signature and Stamp of the contractor)**

**PRICE BID For Meals**

**(Form-VIII & IX should be kept in a separate sealed cover- To be filled in BLUE INK)**

The rates should be quoted inclusive of all taxes. Quote showing taxes separately will not be considered.

Name of Firm/Agency: .....

S. No.	Description	For 425 students	
		Quote in Rupees	
		In figures	In words
1	Price for serving a Breakfast, Lunch, Snacks and Dinner per day to each student		
2	GST		
3	Total		

The cost evaluation will be done under Combined Quality cum Cost Based Systems and the bidder who scores highest marks will be selected.

**CERTIFICATE**

I have carefully gone through the various terms and conditions mentioned in the tender document. I agree to all the conditions and offer to provide Mess services at RGIPT Jais, Amethi. I am making this offer after carefully reading the conditions and understanding the same. I have acquainted with the tasks required to be carried out, before making this offer. I hereby sign this undertaking as token of our acceptance of various conditions listed above. I also certify that the documents submitted by me are true and correct in order to the best of my knowledge and belief. In case any of the documents submitted by me is found to be false, I understand that Institute has the right to reject my offer/tender at any point of time.

Place: .....

Signature: .....

Place: .....

Signature: .....

Designation: .....

Seal of the company

**Sample Mess Menu (Only representative menu and subject to change)**

**ANNEXURE -IX**

<b>Days</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Snacks</b>	<b>Dinner</b>
Monday	Idli, Vada with Sambhar and coconut chutney + Tea/Coffee (100 ml), Milk-250 ml	Rice, Chapati, Red gram dal, Seasonal vegetables-2, Papad, Green salad, Curd	Bread Pakoda-2 + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Rice, Poori, Chana dal, Seasonal vegetable-1, Papad, Green salad, Gulab jamun-1(50 gm) <b>Extra:</b> Egg Masala Curry
Tuesday	Poori & Sabji, Jalebi-2 (big size) + Tea/Coffee (100 ml) , Milk-250 ml	Veg Biriyani/ Veg Manchurian, Raita, Papad-1, Green salad, Lassi	Samosa-2 + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Butter Nan, Paneer butter masala, Rice, Seasonal vegetable-1, Green salad, Carrot/Moong Halwa
Wednesday	Upma/Poha + Tea/Coffee (100 ml) , Milk-250 ml	Rice, Chapati, Moong/Golden Gram, Shahi Paneer, Papad, Green salad, Raita <b>Extra:</b> Fish Curry	Veg Cutlet (75 gm)-2 + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Jeera Rice, Chapati, Dal Makhani, Papad-1, Green salad, Ice cream (Amul- Butter scotch-100 ml)
Thursday	Plain/Masala Dosa with Sambhar and coconut chutney + Tea/Coffee (100 ml) , Milk-250 ml	Rice, Chapati, Rajma, Seasonal vegetables-2, Curd, Papad, Green salad, Fresh fruits	Veg sandwich-2 + Tea/Coffee (200 ml) + Tomato Sauce	Rice, Chapati, Sambhar, Seasonal vegetables-1, Papad, Sohanpapdi (Haldiram) <b>Extra:</b> Egg Curry
Friday	Chole, Bhatore + Tea/Coffee (100 ml) Milk-250 ml	Rice, Kadhi-Pakaudi, Seasonal vegetables-1, Papad, Green salad, Raita	Onion/Palak Pakoda (75 gm) + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Fried Rice, Plain Paratha, Seasonal vegetables-2, Papad, Green salad, Sweets <b>Extra:</b> Chicken Curry
Saturday	Aaloo Paratha (200 gm), Pickles and Curd (50 gm) + Tea/Coffee (100 ml) , Milk-250 ml	Khichdi, Papad-1, Pickles, Curd, Green salad	Aaloo Tikki-2 + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Tandoori Roti, Kadhaae Paneer, Mix vegetable, Papad, Green salad, Ras Malai <b>Extra:</b> Mutton Curry
Sunday	Veg Choumin/ Maggi + Tea/Coffee (100 ml) , Milk-250 ml	Pulao, Tandoori Roti, Dal-Tadka (Chana), Palak/Matar Paneer, Papad, Green salad, Lassi	Khasta Kachaudi Chat + Tea/Coffee (200 ml) + Green Chutney/ Tomato Sauce	Rice, Chapati, Veg Kofta, Aaloo Jeera, Daal Fry, Papad, Green salad, Rasgulla