

**INDIAN INSTITUTE OF TECHNOLOGY MADRAS, CHENNAI – 600 036**

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**TENDER DOCUMENT  
(FSSAI CERTIFICATION IS A MUST TO PARTICIPATE IN THIS TENDER)**

**Date of Release of Tender: 08.3.2019**

NAME OF WORK	:	Catering Services for Senate Dinner -2019
REFERENCE NO.		SD/2019 dated 08.3.2019
VALIDITY OF THE TENDER	:	60 days from the date of opening of the tender.
EMD	:	Rs. 10,000/- (Rupees Ten Thousand only)
PRE-BID MEETING	:	20.3.2019 (WEDNESDAY)
LAST DATE FOR SUBMISSION OF TENDER DOCUMENTS	:	22.3.2019 (Friday) upto 3 PM
ADDRESS FOR SUBMISSION OF TENDER	:	Chairman, Hospitality Committee for 60 <sup>th</sup> Institute Day, C/o Dean (Students), IIT Madras, Chennai – 600 036.
DATE OF OPENING OF TECHNICAL BID AND VENUE	:	22.3.2019 (Friday) 3.15 PM , Conference Hall, O/o Dean (Students)
DATE OF OPENING OF FINANCIAL BID	:	Will be intimated later to technically qualified tenderers.

## **LIMITED TENDER NOTICE: CATERING SERVICES FOR SENATE DINNER – 2019**

### **1. Submission of Tender:**

The tender can be submitted on all days except Saturdays and Sundays. The due date and time for the submission of the tender is on or before 22.03.2019 **by 3 PM**. In the event of the last day being declared as a holiday, the tenders can be submitted up to 3 PM on the following working day. In that case, tenders will be opened at **3.15 PM** on the same day.

### **2. Two-bid System:**

The offers/bids should be submitted under two-bid system, i.e., Technical bid and Price bid. The following documents are required to be submitted in response to the tender notice.

- Technical Bid should consist of all the details as specified in the Schedules along with commercial terms and conditions. ***There should be no cost indication whatsoever in the Technical Bid.***
- Envelope 1 should contain a covering letter and the EMD for Rs.10,000/- (Rupees Ten Thousand only) vide Demand Draft/Banker's pay order drawn in favour of the Registrar, IIT Madras", payable at Chennai. This envelope should be ***superscribed as "EMD"***
- Envelope 2 should contain signed tender document, Schedule A and Schedule B, with a profile document containing details of projects already undertaken with photographs/links to website, if any, and approximate cost of these projects. This envelope shall ***be superscribed as "Tender Schedules"***.
- Envelope 3 should contain Schedule-C (Price Bid) indicating the price for the catering service. The price should be quoted both in figures and in words. If there is a discrepancy between words and figures, the amount in words shall prevail. This envelope should be sealed and ***super-scribed as "Price Bid"***. The second cover will be opened only for proposals (in first cover) that are found to be acceptable, and the winning bid will be selected based on a combination of points awarded to **food tasting** by a team of faculty, staff & students, and price.

All the above three envelopes, namely, Envelopes 1, 2 and 3, must be placed in a large envelope, sealed and submitted on or before the due date and time. The larger outer envelope shall be super-scribed as **"Tender for SENATE DINNER 2019, IIT MADRAS."**

### **3. Earnest Money Deposit (EMD):**

Any tender without the EMD will be considered as NON-RESPONSIVE AND SUMMARILY REJECTED, Photo/Fax copies of the Demand Draft/ Banker pay

order will not be accepted. No interest will be paid on the EMD. The EMD shall be converted as security deposit of the successful bidder(s). EMD of unsuccessful bidder(s) will be returned to them within a week of opening the tender.

#### **4. Opening of the Tender:**

The bid will be opened by the Committee duly, in the presence of such Bidders or their authorized representatives, who choose to be present, at the appointed place, time and date. Offers found without the EMD or with an invalid EMD will be summarily rejected. On verifying the EMD, the Technical bids will be examined to decide their eligibility for the said work. Bidders whose Technical bids are not found acceptable will be advised of the same and their sealed covers containing the respective Price Bids will not be opened. Their EMD will be returned to them. Only those Price bids of the Bidders whose Technical bids are qualified will be opened.

#### **5. SELECTION CRITERIA:**

- a) The weightage for technical parameters (non-financial matters) : 70%
- b) Weightage for financial parameters : 30%

The proposal(s) with highest weighted combined score (quality and cost) shall be selected.

Maximum technical marks to be allotted by the evaluation committee would be 100. 4 teams will be constituted and they will evaluate each bidder for Hygiene (10 Marks), Taste (10 Marks) and Presentation (5 Marks). Minimum qualifying marks for the technical parameters would be taken as 75. Those bidders whose technical evaluation score is less than 75, will not be considered for further evaluation. If none of the bidders have a technical evaluation score of 75 and more, then the financial bid of the bidder who has scored highest technical score among the participating bidders will be taken up for further consideration.

Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where,

C = Evaluated Bid Price

C<sub>low</sub> = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the Bid

$T_{\text{high}}$  = the Technical Score achieved by the Bid that was scored best among all responsive bids

X = Weightage for the Price bid

The Bid with the best Evaluated Bid Score (B) among responsive bids shall be the most advantageous bid.

Final selection of the Caterer shall be based on the scoring system mentioned above. If the Tender Committee arrives at a decision that the rate quoted by any Bidder is too low with reference to the quality and quantity expected by the Institute, the respective tenders are likely to be rejected from further consideration. The Tender Committee reserves the right to negotiate the prices quoted by the Bidders.

#### **6. Disputes and Jurisdiction:**

Dean (Students) shall constitute a Dispute Redressal Committee (DRC) to resolve the disputes. The DRC shall have to give decision on the claims of the tenderer or department within 60 days of receipt of reference. If no decision is given by DRC within this period then the claimant shall be at liberty to seek appointment of Arbitrator. In case, either the department or the tenderer is not satisfied with the decision of DRC, each can seek appointment of arbitrator. The tenderer shall be only entitled to invoke the arbitration clause after invoking the remedy available under the DRC. All unresolved disputes shall be referred to Dean (Students), who shall be the sole arbitrator and who may appoint his assignee to be the sole arbitrator between the parties. The place of arbitration between parties shall be at Chennai and applicable law shall be Arbitration and Reconciliation Act, 1996 or any amendment to the said law thereafter. The cost of arbitration shall be borne equally by both the parties.

#### **7. Performance Security**

On receipt of Letter of Award (LoA) of Contract, the Caterer will pay 10% of the value of the work as Performance Security before signing the Agreement, after adjusting the EMD of Rs.10,000/- already issued at the time of bidding of Tender. No interest will be payable on such Deposit and the amount will be refunded on successful completion of the event.

#### **8. Penalty Clause:**

Any shortcoming or deficiency of service shall attract penalty. To be decided by the Committee after seeking explanation for the shortcoming /deficiency in writing from the Caterer.

## 9. **Indemnity Clause:**

The service provider shall fully indemnify and hold harmless the other party, its affiliates and its respective shareholders, directors, officers, employees and agents from and against any claims, demands (including reasonable attorney's fees), legal proceedings, administrative inquiries, investigations and proceedings, damages, losses, settlements, fines, penalties, costs and expenses asserted against any of them as a result of any one or more than one of the following:

- a. Any breach of any provision of this agreement by or attributable to the indemnifying party; or
- b. Any breach of any law required to be complied with by indemnifying party; or
- c. Any claim against non-indemnifying party or its directors, officers, representatives, or employees arising out of act or omission attributable to the indemnifying part.

**SCHEDULE A: Basic details**

Sl.No.	Description	Information
1a	<b>Name of the Firm/Company:</b> <b>Complete Address:</b>	
	<b>Phone No.</b>	<b>E-mail ID:</b>
1b	<b>Contact Person / Representative Name and Designation</b>	
	<b>Phone No.</b>	<b>Mobile Phone:</b>
2a	<b>License No:</b>	<b>Registration No.:</b>
	<b>PAN:</b>	<b>TAN:</b>
	<b>ESI:</b>	<b>EPF:</b>
	<b>(Enclose copies of the above)</b>	
2b	<b>Proof for payment of income tax and GST (last three years)</b> (Copy of Income Tax and / GST payments to be enclosed)	
3	<b>Details of Catering Work Orders undertaken for 2000 pax in the last 3 years. (Please provide name of the client organization, total cost, and type of service, buffet or sitting meal provided)</b>	
4	<b>FSSAI Certification No.</b> <b>Whether any Quality Certification/ Patent obtained for any designing</b> (if yes, copy to be enclosed)	
5	<b>Turnover per annum Rs. (in Lacs)</b> Authenticated copy of audited Statement of Accounts for the last three years should be enclosed (Incase the work was executed for private firms/persons, TDS certificate should be submitted)	
6	<b>No. of Employees:</b>   <b>Regular</b>	<b>Temporary</b>
7	<b>Litigations, if any, connected with Catering Service</b>	<b>Yes/ No (if yes, details to be furnished)</b>
8	<b>Any other information in support of the credentials</b>	<b>Details, if any, to be furnished</b>

Date:

Signature with Seal

**Note: i) Authenticated certificates, testimonials and proof of experience to be produced in support of Sl. Nos. 2, 3, 4 and 5.**

**Schedule B: Details of Catering Service and Menu**

**The details of catering service required are given below.**

Date & Time	:	Monday, 22 <sup>nd</sup> April 2019 at 7.00 PM.
Venue	:	Open Air Theatre (OAT), IIT Madras.
Type of Service	:	Buffet, Unlimited Servings of ALL items including those mentioned in grams per portion.
No. of Counters	:	14 (10 in gallery + 4 special in bowl)
No. of diners	:	1400 (approximately)

**Menu:**

1. Welcome drinks: Fresh Lime Juice and Water Melon Juice
2. Sweet Corn Soup + Onion *Pakoda* (50 gms)
3. Chat items: *Bhelpoori* and *DahiPapad* chat (both), in 7 Chat Counters, exclusive
4. Vegetable Salad
5. *Kuzhi Paniyaram* and a small *Vada* (50 gms) with two *Chutneys* (Coconut and Onion-Ginger)
6. *Tandoori Roti* / *Butter Naan*
7. *Paneer Burji* (30-40 gms of paneer per plate)
8. Mixed Vegetable (semi-dry)
9. Veg Pulao of long grain/ Basmati rice (with dry fruits) with *Raitha*
10. *Bisibelabath* with Potato Fry
11. White Rice
12. *Dal Tadka*
13. Pepper *Rasam*
14. Potato Chips
15. Curd Rice with Mixed vegetable Pickles
16. Hot *Gulab Jamun* (50 gms) and Carrot *Halwa* (50 gms)
17. Ice Creams: 4 flavours (Mango, Chocolate, Strawberry and Vanilla)
18. Drinking Water with paper cups
19. *Pappad*

### **Terms of Reference and General Instructions:**

1. The above rate includes all expenses related to the event, to include but not restricted to service charges, transport, kitchen arrangements, water, area cleaning after the event, etc.
2. Special care shall be taken (and checked) towards maintenance of high standard of hygiene and quality of food, including waste management and disposal at caterer's cost.
3. The specific places in the OAT where the counters are to be established shall be shown to the caterer on ground closer to the date of the event.
4. Each counter shall have an easily readable placard displaying the name of the item being served. This shall be in addition to the Menu Card at the Main Course.
5. One flower arrangement each on the Main Course counter shall be displayed.
6. Each Main Course counter shall be manned by a minimum of three stewards. This may be increased as per requirement at your discretion with the aim of smooth conduct of the event.
7. Linen napkins may be provided at the main course counters in the bowl area and those at the gallery may be provided with regular napkins.
8. Mineral/ RO water shall be provided at a separate counter and a placard placed on each of such counters. This may work out to the same number, i.e. 10 in the gallery and 4 in the bowl.
9. All counter tables shall be covered neatly with starched white sheets and colored cloth frills on the sides.
10. The required number of crockery and cutlery shall be arranged.
11. The waiters/ stewards shall wear neatly starched uniform of the firm including polished shoes. They shall be polite and courteous to the guests. Grievances, if any, shall be brought to the notice of Chairman, Committee for Senate Dinner through the Manager(s) on location.
12. The quality of food supplied should conform to the samples provided during food tasting.
13. It must be ensured, by constant observation and supervision, that there is no shortage of any item on the menu.



14. Enough number of large garbage bags shall be brought for collecting the left-over food which shall be carried back and disposed of suitably outside the campus at the caterer's cost.
15. For any shortcoming in executing this work order, proportionate cost shall be deducted.
16. The safety and security of men and material shall be taken care of by the caterer. IIT Madras shall NOT be responsible for any loss/ damage occurring to material and equipment before, during or after the event.
17. Sub-letting is NOT permitted.
18. The caterer shall be self-contained for all purpose including water for drinking and cleaning / washing.
19. Full plates equal to the number of pax shall be brought by the caterer, in this case, 1400 approximately.
20. The details given herein may be followed scrupulously. The decision of the Committee shall be final and binding.
21. No advance payment will be made. Final payment shall be made within 10 days of receipt of the bill.
22. All those attending the senate dinner will be issued with tokens and billing would be done based on the tokens submitted by the caterer.
23. The successful bidder shall sign an agreement on non-judicial stamp paper for Rs. 100/- at the time of award of contract. Model deed of agreement to be signed is appended as Annexure-I.

**Acknowledgement:**

**It is hereby acknowledged that we have gone through all the Schedules as well as the conditions mentioned above and we agree to strictly adhere to them.**

Date:  
Place:

Signature of Bidder(s)  
along with official seal and address

**Schedule – C: Price Bid**

Cost per plate inclusive of all taxes is (Net price):  
(Both in figures and in words)

Signature of Bidder  
Official seal and address

**MODEL DEED OF AGREEMENT**

This Agreement made on this ----- between Indian Institute of Technology of Madras, Chennai 600036, hereinafter referred to as the "IIT MADRAS", which expression shall wherever the context so admits or permits, mean and include its executors, administrators, successors-in-interest and assigns of the ONE PART and " NAME OF THE CATERER.," hereinafter referred as the "Caterer" which expression shall wherever the context so admits or permits, mean and include heirs, executors, administrators, legal representative and assigns, of the OTHER PART:

WHEREAS IIT Madras intends to organize a Senate Dinner on Monday, April 22, 2019 from 7 PM onwards at Open Air Theatre (OAT), IIT Madras for graduands and others.

And Whereas the IIT Madras invited limited tender for providing catering facilities.

WHEREAS NAME OF THE CATERER having their office at ----- submitted their bid.

WHEREAS the bids were scrutinized and negotiated with the Caterer on various terms and conditions and appointed the Caterer to provide catering services.

WHEREAS the caterer agreed to undertake the catering services as per the terms and conditions stipulated by IIT Madras in the Tender schedule and the caterer has given his unequivocal acceptance for the same.

And Whereas the Caterer agrees to provide the catering services to the satisfaction of IIT Madras as per the agreement.

And Whereas the Caterer agrees that all tender documents along with its enclosures and letter of award will form a part of this agreement.

NOW THEREFORE THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT AND THOSE CONTAINED IN THE TENDER DOCUMENTS ALONGWITH ITS ENCLOSURES AND LETTER OF AWARD FORMING A PART OF THIS AGREEMENT, SHALL BE BINDING ON THE PARTIES HERETO:-

1. THAT the Caterer shall provide catering services in the Open Air Theatre (OAT) at IIT Madras on Monday, April 22, 2019.
2. The scope of services to be provided by the Caterer will be preparation and serving of Buffet Dinner as per the menu detailed below:

- a) Welcome drinks: Fresh Lime Juice and Water Melon Juice
- b) Sweet Corn Soup + Onion *Pakoda* (50 gms)
- c) Chat items: *Bhelpoori* and *DahiPapad* chat (both), in 7 Chat Counters, exclusive
- d) Vegetable Salad
- e) *Kuzhi Paniyaram* and a small *Vada* (50 gms) with two *Chutneys* (Coconut and Onion-Ginger)
- f) *Tandoori Roti* / *Butter Naan*
- g) *Paneer Burji* (30-40 gms of paneer per plate)
- h) Mixed Vegetable (semi-dry)
- i) Veg Pulao of long grain/ Basmati rice (with dry fruits) with *Raittha*
- j) *Bisibelabath* with Potato Fry
- k) White Rice
- l) *Dal Tadka*
- m) Pepper *Rasam*
- n) Potato Chips
- o) Curd Rice with Mixed vegetable Pickles
- p) Hot *Gulab Jamun* (50 gms) and Carrot *Halwa* (50 gms)
- q) Ice Creams: 4 flavours (Mango, Chocolate, Strawberry and Vanilla)
- r) Drinking Water with paper cups
- s) *Pappad*

3. THAT the caterer shall give utmost attention to provide wholesome, quality dishes and render good/acceptable services besides maintaining punctuality in services, which is equally important. Mono Sodium Glutamate (MSG), artificial colors and any other prohibited items should NOT be used. No hydrogenated oil to be used.
4. THAT the Caterer shall provide catering services as per the menu and timings to be advised by IIT Madras at their sole discretion. IIT Madras reserves their right to modify the menu and revise the same based on mutual agreement.
5. THAT the caterer shall ensure quality food and provide satisfactory/acceptable catering services without giving any room for complaint from diners.
6. THAT the caterer shall prepare the food items in a hygienic atmosphere and qualified & trained staff shall be available to supervise cooking, serving, dish washing and general housekeeping. The IIT Madras reserves its right of inspection relating to quality & service at any given point of time and shall be the sole judge about the dining services.
7. THAT the caterer shall not engage any child labor or any staff below the age of 18 years. Labour law in vogue to be implemented.
8. THAT the caterer shall issue uniforms to all the staff employed by him/her and shall provide an identification badge embossing name of such staff.

9. THAT the caterer shall exercise utmost care while using and handling equipment, electrical systems etc., in the dining area (OAT), handed over by IIT Madras. Any damages to the civil structure are liable for penalty as per the Institute norms.
10. THAT the caterer's employees shall maintain good discipline and relationship. In the event of any complaint or commission of an act of misconduct by the employees of the caterer, the caterer shall take prompt action, including removing the said employee from dining area. The caterer shall deal with all disputes relating to its employees and shall not involve IIT Madras.
11. THAT the caterer would be paid at the rate agreed. The rate is -----.  
The above rate includes all expenses related to the event, to include but not restricted to service charges, transport, kitchen arrangements, water, area cleaning after the event, etc.
24. THAT all those attending the senate dinner will be issued with tokens and billing would be done based on the tokens submitted by the caterers.
12. IIT Madras, upon receiving the caterer's bill shall verify the same and make payment based on the rates agreed within 10 days of receipt of Invoices after deducting the TDS, as applicable.
13. THAT the caterer will ensure that 'GOOD QUALITY' food only be served. The caterer will use only FSSAI certified branded products (wherever applicable) and good quality vegetables for preparation of the food.
14. THAT scope of work, terms and conditions, written instructions, if any, given by IIT Madras and other conditions mentioned elsewhere in the tender documents shall constitute a part of this agreement.

### **PERFORMANCE EVALUATION**

In the event of the quality of food served being poor (as certified by about 25% of the graduands & others) or for not adhering to contractual conditions, IIT Madras will be free to impose monetary fine as deemed fit on the caterer. Fines imposed will be adjusted against payment due from IIT Madras.

### **FORCE MAJEURE**

In case of *force majeure* conditions, either party to the Agreement will be absolved of its responsibilities under this Agreement subject to the condition that prevalence of such force majeure conditions shall be brought to the notice of the other party within 24 hours of occurrence. In case of *force majeure* conditions prevailing continuously for more than one

week, the parties will consult each other and come to a decision about the continuation of the Agreement.

### **ASSIGNMENT**

It is being clearly agreed and understood that the permission hereby granted to NAME OF THE CATERER is in pursuance of the said Agreement and not otherwise. NAME OF THE CATERER shall not assign / transfer the contract hereby granted to any other person or persons. NAME OF THE CATERER shall not sublet/assign any of the services to other parties.

### **RELATIONSHIP OF THE PARTIES**

NAME OF THE CATERER shall be an independent entity and not an employee of IIT Madras. The employees engaged by NAME OF THE CATERER shall be in the employment of NAME OF THE CATERER only and NAME OF THE CATERER shall be solely responsible for all acts of commission or omission of its employees.

### **AMENDMENT**

No amendment of any portion of this agreement shall be valid or binding upon the parties thereto unless the same is approved in writing by the authorized representative of each of the parties.

### **CONTRACT**

The contract shall be valid till 22.05.2019.

### **IDEMNITY**

The caterer shall fully indemnify and hold harmless the other party, its affiliates and its respective shareholders, directors, officers, employees and agents from and against any claims, demands (including reasonable attorney's fees), legal proceedings, administrative inquiries, investigations and proceedings, damages, losses, settlements, fines, penalties, costs and expenses asserted against any of them as a result of any one or more than one of the following:

- i. Any breach of any provision of this agreement by or attributable to the indemnifying party; or
- ii. Any breach of any law required to be complied with by indemnifying party; or
- iii. Any claim against non-indemnifying party or its directors, officers, representatives, or employees arising out of act or omission attributable to the indemnifying part.

**TERMINATION**

- a. Either party may terminate the Agreement by giving one week’s notice.
- b. Grounds of termination shall be violation of Terms and Conditions of the agreement and non-compliance of other provisions specified elsewhere in the documents forming part of this agreement.
- c. The act(s)/violation(s) listed in the tender documents and the agreement are only indicative and not exhaustive. Therefore, notwithstanding the act(s)/violation(s) listed in the contract documents any other act or violation while discharging the contract is liable for penalty/termination.
- d. In the event of termination of the contract performance security will be forfeited.

**ARBITRATION**

Any dispute or differences that may arise between the parties herein in regard to this Agreement, its interpretations and renewals thereof, shall be referred to arbitration by an independent person (sole Arbitrator) to be appointed by the Dean (Students), Indian Institute of Technology Madras, whose decision shall be final and binding. The provisions of Indian Arbitration and Conciliation Act 1996 or its amendments thereof shall apply in this behalf. The *situs* of arbitration shall be Chennai and the arbitral proceedings shall be conducted in English language.

**JURISDICTION**

Subject to the above clause on Arbitration, the parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent courts in Chennai only with regard to any question or matter arising out of this Agreement and any other documents that may be executed by parties here to or any of them in pursuance thereof or arising there from.

IN witness whereof the parties hereto have executed this Agreement on the day and the year first herein above written.

**For IIT Madras  
CATERER**

**for      NAME      OF      THE**

**Authorized signatory**

**Authorized signatory**

Witnesses:

NAME AND ADDRESS

Signature

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