## **TENDER**

## FOR

## MANPOWER SUPPLY FOR HOSTEL MESS SERVICES

### AT

## **BIRLA INSTITUTE OF TECHNOLOGY,**

**MESRA, RANCHI** 



**TENDER NO.: BIT/MS/24-25/01** 

### TENDER DATE: 14.05.2024

LAST DATE OF SUBMISSION: 30.05.2024

Office of the Dean (Student Affairs) Birla Institute of Technology Mesra, Ranchi -835 215 Email: <u>adosa-hm@bitmesra.ac.in</u>

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Ref No.: BIT/MS/24-25/01

#### Date: 14.05.2024

Birla Institute of Technology, Mesra is a Deemed to be University u/s 3 of UGC Act, 1956. Its main campus is at Mesra, Ranchi has 14 hostels for students. Birla Institute of Technology looks after the housekeeping, security, building maintenance etc. in all hostel buildings. However, the mess in all the hostels is operated by BIT Welfare Society which is a student body and is a registered society. The Governing Body of BIT Welfare Society has authorized Birla Institute of Technology and sought help from it for carrying out the process of vendor selection. The selected vendor will have to enter into an agreement with BIT Welfare Society for mess operation.

BIT Welfare Society is desirous to have mess management services for the smooth and quality operations of the hostel mess at BIT Messra, Ranchi.

| Date of Issue/Publishing         | 14.05.2024                           |
|----------------------------------|--------------------------------------|
| Last Date for submission of bids | 30.05.2024, before 3:00 pm           |
| EMD                              | 3 Lacs                               |
| BANK GUARANTEE (BG)              | Rs. 25 Lacs                          |
| Bid validity days                | 120 days from the date of submission |

#### **Additional Terms & Conditions**

#### <u>SECTION – I</u> QUALIFICATION/ ELIGIBILITY CRITERIA

- The bidder must have experience in the area of providing of Mess/ Catering services for 2500 persons/ students in Central/ State Government/PSUs/ Autonomous bodies/ Reputed Organisations/ Educational Institutions in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
- 2. <u>Financial Capability</u>: Average annual financial turnover of the bidder in any three years during the last five Financial Years viz., 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 should be at least Rs. 10 Crore.

#### 3. Past Experience:

The bidder must have successfully executed/ completed at least one work providing mess service for at least 2500 persons / students (at a time) in Central/ State Government Educational Organization in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.

- 4. Self-attested copies of registration certificate/ documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder.
- 5. Copy of valid license under the relevant Act/ Rules, as applicable, promulgated by the Government of India/ Concerned State in which the service is performed.
- 6. Self-attested copy of the following additional documents:
  - i) GST Registration certificate
  - ii) Registration under EPFO
  - iii) Registration under ESIC

- iv) PAN Card
- v) Shops and Establishments Act registration No.
- vi) FSSAI Registration
- vii) License from Fire Department, as applicable
- viii) Health Trade License, as applicable

Self-attested Copies of completion certificate for successfully executing/ completed work orders and experience with financial value in mess/ catering services for **2500 students /**persons in any three years during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and names & address of clients who may be contacted for further information on those contracts. [Format - II].

- 7. Income Tax returns filed in any three years during the last five Financial Years viz 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.
- 8. Bank Account details (NEFT Mandate Form) (Format -IV)
- 9. An undertaking on non-judicial stamp paper of **Rs. 100.00** is to be furnished as per **Format-V** of the tender document.

# <u>Note:</u> Bidders not complying with the above conditions or not providing complete information as described shall not be considered and hence out rightly rejected.

#### SECTION - II

#### ACTIVITY SCHEDULES AND OTHER REQUIREMENTS

#### 1. Description of Services

BIT Welfare Society requires manpower for mess services for approx. 2500 for the Boys and Girls Hostels. The BIT Welfare Society will provide the space and amenities at BIT Mesra for Mess Services. The kitchen will have to be run separately for Boys and Girls. The cook should have proficiency in cooking North Indian, South Indian, and Chinese delicacies. **The number of students may increase or decrease up to 10 to 20% or as per requirement of the Institute.** 

#### 2. Activity Schedule

The BIT Welfare Society requires mess services for its Boys' and Girls' Hostel for approx. 4000 students (Boys and Girls Hostel Mess have to be operated separately <u>i.e.</u> total of 8 kitchens). The number of students may increase or decrease, as per the availability of students at campus. The tentative strength of the proposed hostels is given below:

| Group         | Service Description | Boy/ Girls | Head Count Capacity<br>(Approx.) | Remarks            |
|---------------|---------------------|------------|----------------------------------|--------------------|
| Α             | Hostel -5           | Boys       | 370                              | Max of students of |
|               | Hostel -6           | Boys       | 590                              | 2000               |
|               | Hostel -7           | Boys       | 450                              |                    |
|               | Hostel -8*          | Girls      | 470                              |                    |
|               | Sub Total (A)       |            | 1880                             |                    |
| В             | B Hostel -10 Boys   |            | 800                              | Max of students of |
|               | Hostel -11          | Boys       | 450                              | 1900               |
|               | Hostel -12          | Boys       | 250                              |                    |
|               | Hostel -13          | Boys       | 260                              |                    |
| Sub Total (B) |                     |            | 1760                             |                    |
|               | G Total (A+B)       |            | 3640                             |                    |

Note: The contract may be awarded to two vendors, each of four hostels. The above no. is tentative and may likely be changed (Increased or decreased by 10 to 20%)

The activity schedule for mess services is as follows:-

- (a) The Service Provider has to provide meals to students strictly as per the mess menu and timing promulgated by the Authority of the Institute. The menu will be provided by the mess committee of the concerned hostel.
- (b) The food served by the Service Provider has to be prepared in clean and safe conditions as per the menu while maintaining the proper hygiene standards.
- (c) Procurement of the items, raw materials, LPG required for performing the contract will be in the scope of the BIT Welfare Society.
- (d) The Service Provider shall not use any artificial colour, preservatives and other harmful chemical additives' (say, for example, mono-sodium glutamate) in any of the dishes or even store them in the mess premises.
- (e) Responsibility and safeguard of the mess (BIT Mesra) property shall be with the Service Provider.
- (f) Damage to the Institute property will be recovered from security deposit of Service Provider. The BIT Welfare Society shall not provide any additional facilities to the Mess, other than the existing ones.

- (g) The Service Provider shall maintain high quality of hygiene, sanitation and safety in the kitchen, dining hall, hand-wash area, dish wash area etc. All the surrounding area of the mess premises shall be cleaned and washed daily by the Service Provider.
- (h) After every meal (breakfast, lunch, evening snacks and dinner) all the plates, glasses, spoons and other cutlery are to be cleaned in soap solution and hot water and dried and kept ready for the next meal by the Service Provider.
- (i) Mess workers must compulsorily use mask, hand gloves, aprons, cooking hats etc. while at work.
- (j) Dining hall and kitchen should be washed with water, soap solution & phenyl/ lizol and mopped after every meal by the Service Provider.
- (k) The Service Provider should collect the garbage from the kitchen, dining-hall, dish-wash area and dispose-off the garbage outside of the campus at the designated place. The surrounding should be kept clean and hygienic by the Service Provider.
- (I) Health Check-up of the engaged employees by Institute Medical Officer or Authorised Medical Practitioner will be done on a quarterly basis and the report should be submitted in the office of the Patron, BIT Welfare Society.

#### 3. Manpower Schedule

The Service Provider is required to keep at least one attendant/ mess worker per 25 students. In addition, one mess manager per 300 students, at least two cooks is required in every allotted hostel. Staff strength in each category of Cooks, and helpers should be optimum and of sound health.

- 4. The service provider has to provide the following items/ accessories at its own cost for carrying out the mess services:
  - i. Photo Identity Cards for constant display and its loss shall be reported immediately to the Service Provider for replacement.
  - 02 pairs of Aprons with Hat, Gloves and Mask and name tally annually. 01 additional Pair of demo Apron shall always be kept ready for any specific requirement/ special occasions/ VIP movement as directed by the Institute.
  - iii. The Service Provider shall provide proper uniforms (with name tag) to their mess staff, which they must wear while on duty.
  - iv. The Service Provider will provide Mess Card with bar code to all hostellers and install bar code readers at each dining hall for maintenance of the attendance record of students, using the mess facility, as per directive of the competent authority of the Institute.
  - v. Any additional item(s) required to execute services more efficiently, as per the Instructions/directions of the BIT Welfare Society in writing or verbal order by the competent authority.

#### **SECTION - III**

#### **GENERAL CONDITION OF CONTRACT**

- 1. <u>Bid Security (EMD)</u>: The bidder shall submit a DD for Rs. 3 Lacs towards Earnest Money Deposits (EMD) in favour of BIT WELFARE SOCIETY, payable at Ranchi and must be submitted along with the tender document as per the following details: -
- (a) The EMD shall be forfeited, if:
  - i. The bidder fails to commence the work as per the award letter for undertaking the job/ acceptance of letter of intent, or
  - ii. In the event of withdrawal of the offer during the validity period, or
  - iii. Non-confirmation of acceptance of the letter of intent/ work order within the stipulated time as per the letter of intent/ work order issued by the Institute, or
  - iv. The successful bidder fails to furnish the required Performance Security **within 15 days** on receipt of notification of the award of work order from the BIT Welfare Society,
  - v. If the Bidder fails to sign the Contract/ Agreement within 21 days of receipt of notification of award of work order from the BIT Welfare Society.
  - vi. The bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
  - vii. If any information/ documents furnished by the bidder is found to be incorrect/forged/fake at any stage.
- (b) Bid Security should remain valid for a period of **45** (Forty-five) **days** beyond the final bid validity period.
- (c) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period or latest by the 30th day after the award of the contract.
- (d) Bid Security will be refunded to the successful bidder on receipt of a performance security.
- <u>Performance Security:</u> On receipt of the work order from the BIT Welfare Society, the successful Bidder within 15 days shall furnish the performance security (PBG) Rs. 25,00,000/- (Rupees Twenty-Five Lac only). The format of BG will be provided separately.
  - a) Performance security should remain valid for a period of **60 days** beyond the date of completion of all contractual obligations of the contractor/ agreement plus 1 year claim expiry period.
  - b) The Performance Security will be forfeited and credited to the BIT Welfare Society account in the event of a breach of contract/ agreement by the contractor.
  - c) It will be refunded after 60 days + 1 year claim period, post successful completion of all contractual obligations and due performance of all agreed assignments as per agreement.

- 3. <u>Contract Period</u>: <u>The contract shall be initially for a period of one year which shall be renewed</u> <u>annually on the basis of performance and mutual consent with the same terms and conditions for</u> <u>the maximum period of three years.</u> The contract shall be terminated by the BIT Welfare Society giving a notice of **30 days** to this effect. However, the contract can also be terminated by the agency giving a written notice of **90 days**.
- 4. **Payment Terms & Conditions:** Payment to the Service Provider shall be made on a monthly basis. Bill/s shall be submitted by the firm/agency after completion of every month duly enclosing therewith: -
  - (a) Signed copy of Commercial invoice
  - (b) Attendance/ List of students enrolled in hostel certified by an officer authorized in this regard by the Institute,
  - (c) Salary payment sheet of the current month, with bank transaction details duly signed by the disbursing bank authority and the employed personnel. (Annexure-II)
  - (d) PF and ESIC challan (Duly signed & stamped by company officials) showing proof of remittance of ESI and EPF in respect of personnel deployed under the contract for the previous month to the respective authorities. (Annexure-IV)
  - (e) A separate challan of deposit of GST as applicable (Duly signed & stamped by company officials) for the previous month.
  - (f) Enclose NEFT Bank Details with a photocopy of the cheque to make payment through online mode of transfer.
- 5. The BIT Welfare Society will release payment **within 30 working days** from the date of the receipt of bills along with all the above necessary documents if found in order.
- 6. The successful bidder/firm/agency shall not be paid any kind of advance under any circumstances.
- 7. The Hostel Mess bill only be raised against the actual enrolled of students in the allotted hostel. No payment shall be made during vacation (summer/winter).
- 8. <u>Deduction of Income Tax, GST and so on, at source from payment to suppliers</u>: This will be done as per existing government rules/ regulations/ laws in force during the currency of the contract.
- 9. The successful bidder shall have to obtain labour license before the commencement of work from concerned labour authorities, wherever applicable, under the provisions of the contract labour (Regulations & Abolition) Act, 1970 and the rules/ amendments made there under from time to time. The bidder shall also ensure renewal of such license well before its expiry.
- 10. The agencies/ bidders/ firms should maintain all the records/ registers /documents which are necessary under various labour laws applicable to contract labours/personnel and also shops and establishment Act/ Rules applicable to his/ her establishment and make them available at BIT Welfare Society at all times. An indicative list of such records is given for example, which has to be put up for signature to the nominated officer by the BIT Welfare Society on a monthly basis: -
  - (a) Register of Workmen
  - (b) Employment Card
  - (c) Muster Roll
  - (d) Register of Wages
  - (e) Wage Slips
  - (f) Overtime registers etc.

- 11. <u>Site Visit</u>: The bidder, at the bidder's own responsibility, risk and expenses, may be encouraged to visit and examine the site and its surroundings and shall obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
- 12. <u>Workmen Safety and Insurance:</u> The service provider shall alone be fully responsible for the safety, security and insurance or life insurance of their employed personnel, who are engaged for the services of the BIT Welfare Society. The service provider shall provide and ensure sufficient protection gears like gloves, mask, hat etc. are being used by their workers while carrying out the work. The BIT Welfare Society **shall not be liable/ responsible** for any compensation in case of any fatal injury/ death caused to or by engaged personnel while performing/ discharging their duties/ for inspection or otherwise. The BIT Welfare Society will not be responsible for paying any kind of claim to the employed personnel of the Service Provider.

#### 13. Modification of bids.

- (a) The BIT Welfare Society reserves the right to alter/modify any or all conditions of this tender document before submission of Technical and Financial bids.
- (b) The agencies/ bidders/ firms shall not be permitted to alter or modify their bids after the last date of submission of bids.
- (c) At any time prior to the deadline for submission of tender, the BIT Welfare Society may amend the tender documents issuing by addendum/ corrigendum. The BIT Welfare Society shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the BIT Welfare Society unless sufficiently justified by the vendor and accepted by the BIT Welfare Society in the form of an amendment/ modified Order issued and signed by the BIT Welfare Society.
- 14. <u>Selection of the Bidder:</u> For the purpose of selection of the bidder, a Single Stage Two Envelops System (Two Bid System) process will be followed. The response to the tender should be submitted in two parts viz. **Technical Bid & Financial Bid.**

(a) **Technical Bid:** Technical should contain information regarding the company/ firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not blacklisted, business turnover, experience and other details of the firm to judge the suitability of the bidder. **(Format II with Format I –Check List)** 

(b) **Financial Bid:** Financial bid should contain the rate of the service charge required to be supplied along with the tender form, duly filled and signed by the authorized person. Conditional Offer will not be accepted. **(Format III)** 

(c) The Financial Bid of all technically qualified agencies/ bidders/ firms will only be opened.

#### 15. Evaluation of bid.

- (a) Technical Bid along with pre-qualification criteria of this tender will be evaluated by an evaluation committee nominated by competent authority to conclude the tender. Financial bids of bidders who are technically qualified as per the evaluation committee will only be opened.
- (b) L1 (lowest bid) will be decided on the lowest reasonable rate basic (as mentioned in the Financial Bid).
- (c) Unless otherwise stated in the price bid, it will be construed that the price quoted is inclusive of all taxes and duties. No claim in this regard will be entertained at a later stage.
- (d) The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence.
- (e) <u>In case of evaluation of Financial Bids, the Evaluation Committee will ascertain the</u> <u>Reasonableness of the rates quoted by the tenderer in the financial bid.</u>

#### 16. Rejection of Bids:

- (a) If bidders give wrong information/ forged documents in their bid, the BIT Welfare Society reserves the right to reject such bids at any stage and forfeit the **EMD**/ Performance Bank Guarantee and cancel the order, if awarded.
- (b) If the technical offer contains any price information the offer will be summarily rejected.
- (c) Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- (d) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection. All pages of the tender documents have to be duly signed and stamped by the authorised signatory.
- (e) Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- (f) The Tenderer must confirm in their bid acceptance of all the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.
- (g) The Institute reserves the right to reject any or all the bids without assigning any reason thereof.
- (h) Incomplete tenders, amendments and additions to tender after opening are liable to be ignored and rejected.
- (i) The Technical Bid will not be considered for bidders whose **EMD** is not found in order.
- (j) Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, signed and re-writing. The use of fluid (whitener) is not allowed, and such tenders shall be rejected. Pages of the tender document are numbered. Additional sheets, if any added by the Service Provider, before the last date of submission of the bid should also be numbered by him.
- 17. <u>Withdrawal of bids</u>: No bidder will be allowed to withdraw its bid in the interval between the deadline of submission of bids and the expiration of the period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's **EMD** and other sanctions.
- 18. <u>Bid Validity</u>: Bids should be valid for a period of **180 days** from the date of opening of the bid.

- 19. <u>Settlements of disputes</u>: All disputes shall be initially settled with mutual discussions or arbitration. Any dispute, disagreement of question arising out of or relating to this contract or relating to services or performance, which cannot be settled amicably, if any, with regard to providing services and interpretation of any clause in this agreement, the Ranchi Jurisdiction.
- 20. <u>Final decision-making authority</u>: The BIT Welfare Society, Ranchi reserves the right to accept or reject any application and to annul the tender process and reject any or all applications at any time, without assigning any reason or incurring any liability to the bidders.
- 21. <u>Assignment/ Subcontracting/ Sublet</u>: The Firm/Agency shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted/ sublet any obligations or work hereunder without the prior written consent of the Institute.
- 22. <u>Cancellations of tender/ Contract</u>: The BIT Welfare Society reserves the right to accept or reject any or all Bids. The BIT Welfare Society also reserves the right to annul the bidding process and reject all bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action. The BIT Welfare Society may cancel the agreement entered with the vendor in whole or in part, for no cause, upon written, e-mail, or telex notice to the Vendor, in the event that the vendor: -
  - (a) Fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
  - (b) Appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
  - (c) Files a voluntary petition in bankruptcy; or
  - (d) Has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
  - (e) Voluntarily ceases trading; or
  - (f) Merges with or is acquired by a third party; or
  - (g) The delivery of the services is delayed for causes **not attributable to Force Majeure** for more than **15 days** after the scheduled date of delivery.; or
  - (h) The firm/agency is declared bankrupt or becomes insolvent.; or
  - (i) The delivery of services is delayed due to causes of Force Majeure by more than (06 months) provided the Force Majeure clause is included in contract.; or
  - (j) The BIT Welfare Society has noticed that the Service provider has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.; or
  - (k) As per the decision of the Arbitration Tribunal; or
  - (I) Assigns any of its rights or obligations under the order to a third party without the BIT Welfare Society prior written consent; or
  - (m) Not enter into an Agreement with the BIT Welfare Society on Non-Judicial Stamp Paper of Rs.100/- (Rupees One hundred only) within 21 days of the issue of the letter of Award.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the BIT Welfare Society may have in Law or in Equity, the BIT Welfare Society may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the BIT Welfare Society such work in progress or completed material/ services as may be requested by the Institute. The BIT Welfare Society shall have no liability to the Vendor beyond payment of any balance owing for Material/ service purchased hereunder and delivered to and accepted by the BIT Welfare Society prior to the Vendor's receipt of the notice of termination and for work in progress requested for delivery to the BIT Welfare Society.

23. <u>Access to Books of Accounts</u>: In case it is found to the satisfaction of the BIT Welfare Society that the firm/agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the firm/agency, on a specific request of the BIT Welfare Society, shall provide necessary information/ inspection of the relevant financial documents/information.

#### 24. Force Majeure clause:

- (a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/ Services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
- 25. The Agencies/Firms shall perform all the assigned jobs to the satisfaction of the BIT Welfare Society and shall be liable for any loss or damage to the Institute as stated herein:
  - (a) The Agencies/Firms and its staff shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them and not knowingly lend to any person or Agencies/Firms/Agency, any effects or assets of the Institute under its control.
  - (b) In event of any loss being caused to the BIT Welfare Society/Institute that is prima-facie on account of the negligence and/or dereliction of duties by the Agencies/Firms or its staff, a Joint Committee comprising of a representative of the BIT Welfare Society and Agencies/Firms shall determine whether the loss is on account of unsatisfactory performance of the Agencies/Firms and in that case it will also determine the compensation to be paid to the BIT Welfare Society by the Agencies/Firms. The recommendations of the Joint Committee will be subject to the approval of the Patron, BIT Welfare Society, or his nominee.

- (c) The liabilities are met by the Agencies/Firms. For the liabilities, the Agencies/ Firms may make good such a loss by compensating to the Institute due to negligence or poor performance by the Agencies/Firms.
- (d) However, the Agencies/Firms will not be held responsible for the damages caused due to Force Majeure circumstances.
- 26. In case, the Service Provider **does not execute the work** as per the terms and conditions of the work order/ Agreement, the same shall be **executed through** some **other firm/ agency**, and the **expenditure**, 'if any', incurred in this regard shall be **recovered** from the Service Provider's Security Deposit and Pending bills.
- 27. Disputes, grievances, if any, between the Service Provider and personnel deployed by it or between deployed personnel, has to be settled/ resolved by the Service Provider only.

#### 28. Other terms & conditions.

- (a) BIT Welfare Society reserves the right to verify/ seek confirmation of all original documentary evidence submitted by bidders in support of above-mentioned specification for eligibility criterion. In case any information furnished by the bidder is found to be false/ incorrect at any stage, the bid shall be summarily rejected and EMD/PBG shall be forfeited and no correspondence on the same shall be entertained.
- (b) If any information furnished by the bidder is found to be incorrect at any stage, it shall be liable to be debarred from tendering/taking up of work in BIT Welfare Society at least one year or as decided by the Institute. The BIT Welfare Society reserves the right to verify the particulars furnished by the bidder independently.
- (c) The BIT Welfare Society reserves the right to reject any or all prospective bidders without assigning any reason and to restrict the list of tendered contractors to any number deemed suitable by it, if too many applications are received satisfying the basic criteria.
- (d) The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Tender document unless it is called for by the BIT Welfare Society.
- (e) After signing the contract, you shall deploy the requisite no. of personnel and commence the services at the earliest as per the terms & conditions of the contract and the directives of the authorities of the BIT Welfare Society.

#### **SECTION - IV**

#### **SPECIAL CONDITION OF CONTRACT**

- 1. The service provider's deployed personnel should be polite, cordial, positive and efficient, while handling the assigned work.
- 2. The employed personnel action shall promote goodwill and enhance the image of the Institute.
- 3. The service provider shall be responsible for any act of commission or omission or indiscipline on the part of persons deployed by him.
- 4. The service provider must provide the following items/ accessories at its own cost for carrying out the services to the employed personnel: -
  - (a) Photo Identity Cards for constant display and its loss shall be reported immediately to the Service Provider for replacement.
  - (b) 02 pairs of Aprons with Hat, Gloves and Mask and name tag annually. 01 additional Pair of demo Apron shall always be kept ready for any specific requirement/ special occasions/ VIP movement as directed by the Institute.
  - (c) Any additional item(s) required to execute services more efficiently, as per the Instruction/ direction of the BIT Welfare Society in writing or verbal order by the competent authority.
- 5. Safety and hygiene of Mess Kitchen, Dining Hall and Adjacent area will be sole responsibility of the Service Provider.
- 6. The BIT Welfare Society shall not allow any employee of the Agencies/ Firms to work inside the Institute without Apron, Cap, Gloves and Mask (*in case any guideline from Govt. of India*) except in cases wherein specifically asked for.
- 7. If during the period of the contract, the Apron is torn, it shall be the responsibility of the Agencies/ Firms to supply another apron to the employed personnel and ensure that the persons wear aprons while they are on duty in the Institute.
- 8. If at any stage the involvement of the Service Provider is found, in any uncalled-for activity, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the contract is liable to be terminated by the BIT Welfare Society by giving 30 days notice.
- 9. The Service Provider should collect the garbage from the kitchen, dining-hall, and dish-wash area and dispose-off the garbage outside of the campus at the designated place. The surroundings (including the Gas Bank) should be kept clean and hygienic by the Service Provider.
- 10. The premises of the Hostel 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. No additional commercial activity shall take place in the Institute Campus without the approval of the Competent Authority.
- 11. The Service Provider will not be permitted to sublet/franchise the Hostel Mess. The proprietor/authorized person should be present in the campus to carry out the business.
- 12. No person with any adverse police record will be allowed to work in the Hostel Mess.
- 13. Information of the operation of the timing of mess will be provided by Authorized officials of the BIT Welfare Society.
- 14. The Service Provider should display Menu and license under Food Adulteration Act 1955/FSSAI at appropriate places in the mess.

- 15. 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 their employees.
- 16. The menu may change as per discussion with the authorized officials of the BIT Welfare Society and Service Provider.
- 17. Authorized officials of the Institute/BIT Welfare Society will evaluate the quality of food and the materials used for the preparation of the food and will have the right to impose a fine/penalty in case of unsatisfactory service.
- 18. The quoted price should be inclusive of all taxes like GST etc.
- 19. NO RENT will be required to be paid for hostel mess by the service provider.
- 20. The food served by the Service Provider should be warm and has to be prepared in clean & safe conditions as per the menu while maintaining the proper hygiene standards.
- 21. The Service Provider should wash and maintain the dining hall, hand-wash area, dish wash area etc. in highly clean conditions.
- 22. The Service Provider should also provide hand sanitizer and hand wash.
- 23. The Service Provider should maintain high quality of hygiene, sanitation and safety in the kitchen and dining hall. All the surrounding area of the mess premises should be cleaned and washed daily by the Service Provider.
- 24. After every meal (breakfast, lunch, evening snacks and dinner) all the plates, glasses, spoons and other cutlery are to be cleaned in soap solution and hot water and dried and kept ready for the next meal by the Service Provider.
- 25. Mess workers have to compulsory use mask, hand gloves, aprons, caps etc. while at work.
- 26. Dining hall and kitchen should be washed with water and soap solution and mopped after every meal by the Service Provider.
- 27. The service provider agency shall ensure proper conduct of the personnel deployed in Institute campus and enforce the prohibition of consumption of alcoholic drinks, chewing tobacco, smoking, loitering etc.
- 28. All services shall be performed by persons qualified and experienced in performing such services.
- 29. The BIT Welfare Society shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the service provider.
- 30. The service provider shall depute an experienced and qualified Supervisor/ Manager for seamless management of employed personnel.
- 31. The service provider's employed staff, in any circumstances, shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative /organisational matters as these are confidential/secret in nature.
- 32. The service provider's employed staff, in any circumstances, shall not claim any benefit/compensation/ absorption /regularization of services from the BIT Welfare Society under the provisions of the Industrial Disputes Act., 1947 and Contract Labour (Regulation & Abolition) Act, 1970. An undertaking to this effect from the personnel engaged shall be submitted by the service provider to the BIT Welfare Society. (Format V)
- 33. The service provider shall ensure deployment of suitable personnel post collection and diligent verification of the following documents (**Pre-requisites**): -
  - (a) Certified/ proper background/ character verification certificate by the local police
  - (b) Proof of identity as per document issued from Govt. of India/ Jharkhand.
  - (c) Proof of residence as per document issued from Govt. of India/ Jharkhand.
  - (d) Proof of Age/ DOB as per document issued from Govt. of India/ Jharkhand.
  - (e) Aadhaar Card

- (f) PAN Card
- (h) Recent Coloured Photographs (02)
- (j) Bank account details
- (k) Certified previous work experience certificate
- (I) Education qualification certificate
- (m) Resume with all standard/ required details as per format (Annexure III)
- (n) Any other relevant documents/certificates as directed by the Institute.
- 34. The character and antecedents along with all the above documents of each employed personnel have to be verified by the agency/ service provider before their deployment and certification with a copy of all above supporting documents to this effect, is to be submitted to the BIT Welfare Society within 01 month of deployment of personnel.
- 35. The service provider shall engage sufficient and appropriate qualified personnel as required for services. The said personnel engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their wages every month as per the Minimum Wages Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, Payment of Wages Act, 1936.
- 36. The Service Provider shall be wholly and exclusively responsible for payment of wages, EPF, ESIC, Bonus etc. to the persons engaged by it, in compliance of all the statutory obligations under all related legislations as applicable to it; from time to time including Minimum Wages Act, 1948, Employees Provident Fund Act, 1952, ESI Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970 etc., and BIT Welfare Society shall not incur any liability for any expenditure whatsoever on the persons employed by the service provider on account of any obligation.
- 37. The Service Provider shall maintain the following register countersigned by Authorized officials of the Institute/BIT Welfare Society:-
  - (a) Food Quality Register
  - (b) Complaint & Suggestion Register
  - (c) Register of Workmen
  - (d) Employment card
  - (e) Muster Roll
  - (f) Register of Wages
  - (g) Wage Slips
  - (h) Overtime Registers etc.
- 38. A Health Check-up of the engaged employees by the Institute Medical Officer will be done on a quarterly basis and the report should be submitted to the office of the Dean (SA).
- 39. The Service Provider shall ensure of providing **ESI cards** to all the employed personnel **within one month** of commencement of work under this contract to enable them to avail of the entitled medical facilities.
- 40. <u>The minimum wages as per the notifications by the Ministry of Labour & Employment, Govt. of India or the State Government / Union Territory Administration, whichever is higher, as per the Minimum Wages Act, 1948, revised from time to time shall be applicable for the engaged personnel.</u> The Service Provider shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through e-transfer only as per the minimum wages notified by the Ministry of Labour & Employment, Govt. of India or the State Government / Union Territory Administration, whichever is higher, as per the Minimum Wages Act, 1948, revised from time to time. Payment in cash is totally prohibited. A certificate that the wages have been paid in accordance with the said notification should invariably be furnished along with bank transfer details/ bank manager certificate (Annexure II) by the service provider every month along with the monthly bill to the Institute.

- 41. The Service Provider shall be available to contact at all times (24 X 07 Hrs a day) and messages sent by WhatsApp, SMS, E-mail, Fax or any Special Messenger from the BIT Welfare Society to the service provider shall be acknowledged immediately on receipt on the same day.
- 42. The Service Provider has to maintain EPF account of each person employed.
- 43. It will be **sole responsibility of the Service Provider** to maintain/ open EPF/ ESI account and bank account of all serving/ newly joined personnel. EPF/ ESI account and bank account of all newly joined personnel has to be opened within one month of his/ her joining.
- 44. The Service Provider shall be **solely responsible** for any query raised from the office of the Regional/ Assistant Labour Commissioner on issues related to EPF/ESI, minimum wages, bonus etc to the employed personnel.
- 45. The successful bidder shall enter into an Agreement with the BIT Welfare Society on Non-Judicial Stamp Paper of Rs.100/- (Rupees One hundred only) within 21 days of the issue of the letter of Award. Non- fulfilment of this condition of executing an agreement/ contract document by the contractor would constitute sufficient ground for annulment of the contract and terms and conditions of EMD will be executed.
- 46. In case, the Service Provider fails to make payment of minimum wages to his personnel deployed under the contract, the performance guarantee and the amounts payable by the BIT Welfare Society to the Service Provider, shall be utilized by the BIT Welfare Society to discharge primary liability of the Service Provider towards various services/ personnel and also liable to terminate the agreement.
- 47. The Service Provider shall ensure adherence to all relevant acts/ laws including (as amended from time to time): -
  - (a) The Contract Labour (Regulations & Abolition) Act, 1970
  - (b) The Payment of Wages Act, 1936
  - (c) The Workmen Compensation Act, 1923
  - (d) Minimum Wages Act, 1948
  - (e) ESI Act 1948
  - (f) The Employee's Provident Fund and Miscellaneous Provisions Act, 1952
  - (g) The Industrial Disputes Act, 1947
  - (h) The Payment of Bonus Act, 1965
  - (i) The Payment of Gratuity Act, 1972
  - (j) The Equal Remuneration Act, 1976
  - (k) The inter-State Migration Workmen (Regulation of Employment and Conditions of Services) Act, 1979
  - (I) Food Safety and Standards Authority of India (FSSAI)
  - (m) Shops and Establishment Act

## 48. Employment of Child Labour is totally prohibited and punishable, as per the rule and regulations of the Government of India. Preferable age group would be 18 – 45 yr.

#### 49. Penalty: -

(a) In the event of mismanagement, negligence and non-adherence of the terms and conditions of the contract, the following amount will be imposed as a penalty: -

| SI. No. | Reason of Penalty   | Amount<br>(in rupees) | Remarks                |
|---------|---|-----------------------|------------------------|
| (i)     | Poor Food Quality   | 2500.00               | Per instance           |
| (ii)    | Poor Hygiene  | 2500.00               | Per instance           |
| (iii)   | Any employed personnel found under influence of intoxicants/ drugs/ liquor              | 500.00                | Per staff per instance |
| (iv)    | Not in proper Uniform   | 500.00                | Per staff per instance |
| (v)     | Misbehave/ misconduct with students/<br>employees of Institute by employed<br>personnel | 500.00                | Per staff per instance |
| (vi)    | Fails to supply the meal on time (more than 30 minutes)                                 | 500.00                | Per instance           |
| (vii)   | Shortage of Meal  | 2000.00               | Per instance           |
| (viii)  | Deviation of Meal/ Menu   | 1000.00               | Per instance/ meal     |
| (ix)    | Un-necessary/ unauthorized use of<br>Electricity  | 5000.00               | Per instance           |
| (x)     | Non-availability of complaint Register at the designated place                          | 500.00                | Per<br>instance        |
| (xi)    | Soft objects like hair, rope, plastic, cloth<br>etc. found in Food                      | 500.00                | Per instance           |
| (xii)   | Hard and/ or sharp object like glass pieces, nails, hard plastics etc. found in Food    | 2500.00               | Per instance           |
| (xiii)  | Stones/ pebbles of diameter more than 02 mm found in Food                               | 500.00                | Per instance           |
| (xiv)   | Insect cooked along with Food   | 5000.00               | Per instance           |
| (xv)    | If the vegetable or any other item is not cooked properly                               | 1000.00               | Per instance           |
| (xvi)   | Failure to maintain proper health check up of the workers                               | 2000.00               | Per instance           |
| (xvii)  | Three or more complaints of unclean utensils in a day                                   | 500.00                | Per instance           |

Note:- Food poisoning shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of the contract & possible blacklisting of the service provider and other action as per law.

- (b) Additionally, the BIT Welfare Society may require the service provider to dismiss or remove and immediately replace the employed personnel from the site of work, as per the following service conditions, if: -
  - (i) He/ She observed to be incompetent to discharge the assigned duties.
  - (ii) His/ She misconducts with the Institute officials or students.
  - (iii) He/ She observed to be involved in activities which are considered as threat to the security of the Institute.
  - (iv) He/ She observed to be involved in any unlawful activities within the premises or outside of the Institute.
  - (v) He/ She founded intoxicated.
  - (vi) He/ She observed in Security risk.
  - (vii) He/ She founded in conflict of interest.
  - (viii) He/ She founded in breach of confidentiality.
  - (ix) Instruction/direction received from Institute in writing or verbal order by competent authority.
- (c) If any personnel employed by the agency are found to be involved in repeated offense (as mentioned above) twice or found involved in any of the two or more offenses at a time, the total penalty will be double the above-mentioned penalty amount. The concerned involved engaged personnel should be removed from service immediately and BIT Welfare Society may review the performance of the agency for termination of the contract.

Provided, that such cancellation shall be only on issuance of notice to show cause as to why in view of the default the contract be not cancelled and provided further that it would be open to the BIT Welfare Society to impose a penalty for forfeiting security deposit in lieu of the cancellation. However, neither the cancellation nor penalty shall be imposed without giving opportunity to show cause against either of the proposed actions and the failure of the service provider to give a satisfactory reply in response thereto within the time allowed for filing reply.

- 50. <u>Warning</u>: The Campus of the Institute is NO SMOKING ZONE hence, if any staff of the Agencies/Firms should be found smoking, eating pan, gutka or intoxicants/ drugs, due to administrative and financial actions will be taken.
- 51. BIT Welfare Society shall provide the following:
  - (a) Water for cooking, washing and cleaning.
  - (b) Drinking water
  - (c) Electricity for exclusive purpose of running the dining facilities and mess equipment
  - (d) The Service Provider should adopt better conservancy measures as water is ELIXIR of human life and no wastage is allowed.
  - (e) Electricity should not be used for other than cooking purposes and at any point of time no electric stoves should be allowed for cooking and that should be based on Gas system.
  - (f) Raw materials and LPG etc. will be in the scope of BIT Welfare Society.
- 52. Caterers should not use any artificial colour, preservatives and other harmful chemical additives (for example, mono-sodium glutamate) in any of the dishes or even store them in the mess premises.
- 53. Responsibility and safeguard of the Institute mess property shall be with Service Provider. Damage to the Institute Mess property will be recovered from security deposit of Service Provider. The BIT Welfare Society shall not provide any additional facilities to the Mess, other than the existing.

- 54. The Mess should be run in the name of the Institute Mess and other names should not be used. The walls and surroundings of the mess should not be used for paintings/advertisements. The stay of unauthorized persons beyond Mess hours or indulging in anti-social activities shall be viewed seriously and proper action will be initiated in such cases.
- 55. The authorized BIT Mesra / BIT Welfare Society officials shall have every right to inspect the hostel mess without any notice and take appropriate action.
- 56. The Service Provider should not cater any prohibited items in the mess. In case of violation of terms & conditions, the BIT Welfare Society may take appropriate action and/ or terminate the agreement, including the forfeiture of Security Deposit.
- 57. The Hostel Mess will be closed during Summer Vacation, Mid-Semester Break and Winter Vacation as per notified by the Institute from time to time and no bill shall be raised for the said period.
- 58. The Service Provider shall vacate the provided premises and hand over all fixtures, furniture etc. which are Institute property in good condition at the termination of the contract.
- 59. The Service Provider shall not make or permit any construction or structural alternation or additional fittings inside the premises or the workplace without prior written approval of the competent authority.
- **60.** The Service Provider is required to keep at least one attendant/ mess worker per 25 students. In addition, one mess manager per 300 students, at least two cooks are required in every allotted hostel. The Service Provider shall be responsible for the proper conduct and behaviour of the employees engaged. The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility. All workers must be provided uniform along with a safety cap on their head and gloves in their hand. They must maintain personal hygiene. It is to be ensured that whenever the mess workers are on duty they should be in Uniform with nameplates to be displayed prominently. The Uniform should be cleaned/ washed at least thrice a week. Hostel No. 8 is dedicated to girls' students only, hence only female workers are to be deployed.
- 61. The Service Provider should ensure that all the employees are free from communicable diseases. Medical fitness certificate of each mess employee certifying that he/ she does not carry an infectious or contagious disease is required to be submitted with the BIT Welfare Society authority by the service provider.
- 62. Food/ any other item should not be served inside the room of the hostel unless in exceptional cases or ill health and only on directives of the Hostel Warden.
- 63. The Service Provider shall provide light food to the sick students during his/ her/ their sickness period as per the advice of the doctor/ hostel warden and no extra charge will be paid by the BIT Welfare Society for the same.
- 64. The owner of the agency or his/her representative must be present at the meeting called by the BIT Welfare Society to decide various issues relating to the mess and/or the hostel.
- 65. All the items to be served in the Mess including curd shall be prepared preferably in the respective Mess of the Hostel.
- 66. The items of food served will be checked by the committee constituted by the Authorized officials of the BIT Mesra / BIT Welfare Society. Such quality audits may be a test audit or random audits. In case of a dispute on quality between the Service Provider and the quality committee, the Patron, BIT Welfare Society will be the sole arbitrator and his/ her decision shall be final and binding on both parties.

#### **SECTION - V**

#### FORMATS

Format - I

#### CHECK-LIST

#### (To be filled by the bidder and submit supporting documents along with the Technical Bid.)

All the pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of the content of the documents before uploading.

| S. No. | Document details  | Yes/ No | Page No. of<br>Supporting<br>documents |
|--------|---|---------|--|
| 1      | Signed copy of Tender documents   |         |  |
| 2      | EMD   |         |  |
| 3      | Valid MSME Certificate, if applicable   |         |  |
| 4      | Company/ Firm registration details  |         |  |
| 5      | Authorization details   |         |  |
| 6      | PAN No.   |         |  |
| 7      | GST No.   |         |  |
| 8      | FSSAI Certificate   |         |  |
| 9      | Shops & Establishment Act Registration Certificate  |         |  |
| 10     | License from Fire Department, as applicable   |         |  |
| 11     | Health Trade License, as applicable   |         |  |
| 12     | Bank accounts details for NEFT payment  |         |  |
| 13     | EPFO  |         |  |
| 14     | ESIC  |         |  |
| 15     | Attach copy of completion certificate for successfully<br>executing/ completed work orders in any three years during<br>the last five Financial Years viz. 2018-19, 2019-20, 2020-21,<br>2021-22, 2022-23 experience for providing mess/ catering<br>services for 2500 persons/ students to Central/ State<br>Government/ PSUs/ Autonomous bodies/Reputed<br>Organisations. |         |  |
| 16     | Attach copy of completion certificate for<br>successfully<br>executing/ completed work orders for at least one work<br>providing mess service <b>for at least 2500 persons (at a time)</b>  |         |  |

|    | during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.   |  |
|----|--|--|
| 17 | Income Tax Return in any three years during the last five<br>Financial Years viz., 2018-19, 2019-20, 2020-21, 2021-22,<br>2022-23.             |  |
| 18 | Client list and work done list of the similar orders executed during the last three years.   |  |
| 19 | No. of years of experience in Mess/ Catering Services (Attach supporting documents)  |  |
| 20 | Acceptance of all terms / conditions towards after sales /services as mentioned in the bidding document.                                       |  |
| 21 | Declaration of Non-Black Listing of firm, No family member/<br>relative at BIT Welfare Society and other terms & conditions<br>on non-judicial |  |
| 22 | Signed copies of any other documents as mentioned in the tender  |  |
| 23 | Any other supporting documents/ certificate/<br>information supplied by the bidder   |  |

**Note**: The tender shall be submitted online in two parts (Technical Bid and Financial Bid). The offers submitted by Post/ Fax/ email shall not be considered. No correspondence will be entertained in this matter.

#### (Signature of the bidder with the stamp of the firm with Date)

#### **TECHNICAL BID**

#### (A) GENERAL INFORMATION

| Sl. No. | Particular  | Details   |
|---------|---|---|
| 1       | Name of the firm/ contractors/ agency   |   |
| 2       | Address of the firm/ contractors/ agency  |   |
| 3       | Address of Registered branch office in Jharkhand  |   |
| 4       | Mobile No.  |   |
| 5       | E-mail  |   |
| 6       | Registration Number and date of registration of company / cooperative / agency / SHG / Society, if any  |   |
| 7       | Year of Establishment   |   |
| 8       | Type of Organization:<br>(Whether Proprietorship, Partnership, Private Ltd. Company<br>or Co-operative body etc. In case the bidder is a non-<br>individual, Certified copy of a Partnership deed/ Certificate of<br>Incorporation/ Certificate of Registration issued by the<br>Registrar of Cooperative Societies/ as the case should be<br>enclosed) |   |
| 9       | GST Registration No.  |   |
| 10      | PAN Card No.  |   |
| 11      | Bank Accounts Details   |   |
| 12      | FSSAI Certificate   |   |
| 13      | Shops & Establishment Act Registration Certificate No.  |   |
| 14      | License from Fire Department, as applicable   |   |
| 15      | Health Trade License No., as applicable   |   |
| 16      | EPFO Registration No.   |   |
| 17      | ESIC Registration No.   |   |
| 18      | Annual Turnover (Rs. in Lakh) in any three years during<br>the last five Financial Years viz. 2018-19, 2019-20, 2020-<br>21, 2021-22, 2022-23.  | FY 2018-19 Rs<br>FY 2019-20 Rs<br>FY 2020-21 Rs<br>FY 2021-22 Rs<br>FY 2022-23 Rs |

| 19 | Income Tax Return in any three years during the last five<br>Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22,<br>2022-23.  | FY 2018-19 Rs<br>FY 2019-20 Rs<br>FY 2020-21 Rs<br>FY 2021-22 Rs<br>FY 2022-23 Rs |
|----|--|---|
| 20 | Performance certificates from previous clients with contact n o from 2018-19 to till date separately in respect of works.  |   |
| 21 | Have you satisfactorily completed at least three years'<br>experience for providing mess/ catering services for 300<br>persons/ students to Central/ State Government/ PSUs/<br>Nationalised Banks/ Autonomous bodies/ Reputed<br>Organisations? |   |
| 22 | Have you satisfactorily completed at least one work providing mess service for at least 300 persons (at a time) to Central/<br>State Government during the last five Financial Years viz. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.           |   |
| 23 | No. of years of experience in Mess/ Catering Services  |   |
| 24 | Any other relevant information important in the opinion of the tenderer.   |   |
| 25 | Name and Mobile Number of senior executives, who can be contacted at any time.   |   |

<u>Note</u>: Attach supporting documents for all the above-mentioned details. Bidder may use separate / additional sheet wherever required)

(Signature of the bidder with stamp of firm with Date)

#### **TECHNICAL BID**

#### (B) FINANCIAL INFORMATION

**<u>Financial Analysis</u>:** Furnished following financial details, duly supported by a certified copy of the audited balance sheet, profit & loss statement for the last three financial years: -

| Financial Year                            | Annual Turn over | Profit/ Loss | Remarks |
|---|------------------|--------------|---------|
| FY 2020-21                                |                  |              |         |
| FY 2021-22                                |                  |              |         |
| FY 2022-23                                |                  |              |         |
| Gross Total                               |                  |              |         |
| Average Annual Turnover of<br>three years |                  |              |         |

(Signature of the bidder with stamp of firm with Date)

#### **Details of certifying Chartered Accountant**

Name:- Reg. No.-

Membership No.-

Address with Mobile No. and E-mail -

Certified by Chartered Accountant (ink signed with stamp)

#### **TECHNICAL BID**

#### (C) DETAILS OF SIMILAR WORKS COMPLETED DURING THE LAST THREE (03) YEARS.

| SI.<br>No. | Name &<br>address of<br>the<br>organization | Work<br>details | Cost of<br>work in<br>Lakh | No. of persons<br>to whom<br>mess/ catering.<br>services have<br>been provided | Date of<br>Commence<br>ment as per<br>the contract | Stipulated<br>date of<br>completion | Actual date<br>of<br>completion | Litigation/<br>arbitration<br>pending/ in<br>progress<br>with<br>details* |
|------------|---|-----------------|----------------------------|--|--|-------------------------------------|---------------------------------|---|
| 1.         |   |                 |                            |  |  |                                     |                                 |   |
| 2.         |   |                 |                            |  |  |                                     |                                 |   |
| 3.         |   |                 |                            |  |  |                                     |                                 |   |
| 4.         |   |                 |                            |  |  |                                     |                                 |   |
| 5.         |   |                 |                            |  |  |                                     |                                 |   |
| 6.         |   |                 |                            |  |  |                                     |                                 |   |
| 7.         |   |                 |                            |  |  |                                     |                                 |   |
| 8.         |   |                 |                            |  |  |                                     |                                 |   |
| 9.         |   |                 |                            |  |  |                                     |                                 |   |

\*Indicate gross amount claimed and amount awarded by the Arbitrator

#### Notes: -

- 1. Submit the relevant supporting documents.
- 2. Please mention all works executed equal to or above the qualifying amount.
- 3. For stipulated date of completion, submit copy of work order.
- 4. For actual date of completion, submit copy of completion certificate from the purchaser.
- 5. Please clearly indicate the works (in the above form) on the basis of which pre-qualification is being sought.

(Signature of the bidder with stamp of firm with Date)

#### FINANCIAL BID / BOQ

#### Scope of work: Manpower Supply for Hostel Mess Services for students (Boys & Girls) at BIT Welfare Society, Ranchi

Name and full address of the Agencies/Firms: (with Email Id & Tel./Mobile No.)

(A)

| Particulars        | Rate                  |                                |
|--------------------|-----------------------|--------------------------------|
| Hostel Mess Charge | Per student per month | Rs<br>(Inclusive of all taxes) |

(B) Price breakup for employed personnel:

| Category          | Total<br>Man<br>Power<br>Required | Min<br>Wages<br>Rate | ESIC<br>@3.25% | PF<br>@12% | Admin<br>Charges<br>@1% | Bonus<br>if any | Uniform<br>Cost<br>each | Special<br>allowance<br>if any | Cost<br>Per<br>Month | Total<br>(Rs.) | Service<br>Charge | Gross<br>Total<br>(Rs.) | GST | Net<br>Amount<br>(Rs.) |
|-------------------|-----------------------------------|----------------------|----------------|------------|-------------------------|-----------------|-------------------------|--------------------------------|----------------------|----------------|-------------------|-------------------------|-----|------------------------|
| Highly<br>Skilled |                                   |                      |                |            |                         |                 |                         |                                |                      |                |                   |                         |     |                        |
| Skilled           |                                   |                      |                |            |                         |                 |                         |                                |                      |                |                   |                         |     |                        |
| Semi<br>Skilled   |                                   |                      |                |            |                         |                 |                         |                                |                      |                |                   |                         |     |                        |
| Unskilled         |                                   |                      |                |            |                         |                 |                         |                                |                      |                |                   |                         |     |                        |

Note: -

- (a) The rate will be inclusive of all taxes like GST. The Institute will not be responsible for any changes in the tax rate during the contract.
- (b) The rate must be quoted per student on a monthly basis. The rate quoted other than the prescribed format shall be rejected.
- (c) The Financial Bid in any other format shall be outrightly rejected.

(Signature of the bidder with stamp of firm with Date)

#### NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) – MANDATE FORM

| (1) | Name of Account holder:  |
|-----|--|
| (2) | Bank Name:   |
| (3) | Bank Branch Address:   |
| (4) | Account Type: Savings/Current/Cash Credit/NRI                            |
| (5) | Account No<br>(Bank account number should be written from left to right) |
| (6) | IFS Code:  |
| (7) | MICR Code.:  |
| (8) | Bank Registered Mobile number:   |
| (9) | Bank Registered E-Mail Id:   |
|     |  |

Signature of the Account holder

#### Enclosure:-

- (a) Cancelled cheque leaf Or
- (b) If cheque is not having the name of bank holder, then Photocopy of the page of Bank passbook containing details of Bank accounts number, IFS code etc.

Date:

do

#### **DECLARATION BY THE BIDDER**

## (To be executed & attested by Public Notary / Executive Magistrate on Non-Judicial Stamp paper of Rs. 100/- by the bidder)

I / We\_\_\_\_\_ Proprietor of M/s.\_\_\_\_\_

hereby declare following, that:-

- 1. The firm/ company namely M/s.\_\_\_\_\_has not been blacklisted or debarred in the past by Union/ State Government or organization from taking part in Government tenders in India.
- 1. Neither myself nor any of my family members are employee of the BIT Welfare Society, Ranchi.
- 2. I/ We do accept all the terms and conditions of the tender documents towards "Tender for *Providing Hostel Mess Services for students (Boys & Girls) at BIT Welfare Society, Ranchi.*".
- 3. I/ We have not involved in any litigation, current or during the last five years, the parties concerned and disputed amount.
- 4. All services shall be performed by persons qualified and experienced in performing such services.
- 5. In any circumstances, I or our engaged personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative /organisational matters as these are confidential/ secret in nature.
- 6. In any circumstances, the engaged personnel by our agency shall not claim any benefit/ compensation/ absorption /regularization of services from the Institute under the provisions of Industrial Disputes Act., 1947 and Contract Labour (Regulation & Abolition) Act, 1970.
- 7. I/ We shall engage the appropriate qualified personnel. The said personnel engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their wages every month as per the Minimum Wages Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970, Payment of Wages Act, 1936 by the Seventh (07) day of the following month <u>without</u> linking to payment to be received from the Institute. In case of delayed payment, I/ We are liable to pay the penalty as decided by the competent authority which shall be binding with us.
- 8. I/ We shall be wholly and exclusively responsible for payment of wages, EPF, ESIC, Bonus etc. to the persons engaged by it, in compliance of all the statutory obligations under all related legislations as applicable to it; from time to time including Minimum Wages Act, 1948, Employees Provident Fund Act, 1952, ESI Act, 1948, Contract Labour (Regulations & Abolition) Act, 1970 etc., and BIT Welfare Society shall not incur any liability for any expenditure whatsoever on the persons employed by the service provider on account of any obligation.
- 9. I/ We shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through e-transfer only as per the minimum wages' notifications issued by Govt. of Jharkhand from time to time. Payment in cash is totally prohibited.
- 10. I/ We shall be available to contact at all times (24 X 07 Hrs a day) and message sent by WhatsApp, SMS, E-mail, Fax or any Special Messenger from the Institute to the service provider shall be acknowledged immediately on receipt on the same day.
- 11. I/ We will be sole responsibility of the Service Provider to maintain/ open EPF/ ESI account and bank account of all serving/ newly joined personnel. EPF/ ESI account and bank account of all newly joined personnel has to be opened within one month of his/ her joining.
- 12. I/We shall replace immediately any of its personnel, if they are found to be unacceptable by the Institute because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instructions from the Institute in writing or verbal.
- 13. I/We shall not engage an Agent or paid commission or influence any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the firm/agency, on a specific request of the Institute, shall provide necessary information/ inspection of the relevant financial documents/information.

- 14. I/We shall be responsible for all the acts of the engaged personnel and will be liable for penalties as decided/ promulgated by the Institute.
- 15. The Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the service provider.
- 16. I/We shall enter into an Agreement with the Institute on Non-Judicial Stamp Paper of Rs.100/-(Rupees One hundred only) within 21 days of the issue of letter of Award. Non-fulfilment of this condition of executing an agreement/ contract document by the contractor would constitute sufficient ground for annulment of the award of the contract and forfeiture of Earnest Money Deposit.
- 17. I/We shall ensure adherence to the following relevant acts/ laws including (as amended time to time): -
  - (a) The Contract Labour (Regulations & Abolition) Act, 1970
  - (b) The Payment of Wages Act, 1936
  - (c) The Workmen Compensation Act, 1923
  - (d) Minimum Wages Act, 1948
  - (e) ESI Act 1948
  - (f) The Employee's Provident Fund and Miscellaneous Provisions Act, 1952
  - (g) The Industrial Disputes Act, 1947
  - (h) The Payment of Bonus Act, 1965
  - (i) The Payment of Gratuity Act, 1972
  - (j) The Equal Remuneration Act, 1976
  - (k) The inter-State Migration Workmen (Regulation of Employment and Conditions of Services) Act, 1979
  - (I) Food Safety and Standards Authority of India (FSSAI)
  - (m) Shop and Establishment Act
- 18. The information furnished in the Technical Bid is true, complete and correct to the best of my knowledge and belief, I undertake that in the event of any information being found fake or false at any stage, my tender shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof shall be given.
- 19. In case the above information is found false, I/ We are fully aware that the tender/ contract will be rejected/ cancelled by the BIT Welfare Society, Bid Security/ Performance Security shall be forfeited and will be debarred from any future tendering process. Pay the penalty as fixed by the Institute in addition to forfeiture of the performance guarantee for causing administrative inconvenience to the Institute. The Institute may also initiate the process of blacklisting our firm/agency for the breach of contract. In addition to the above, BIT Welfare Society, will not be responsible to pay the bills for any completed/ partially completed work.

Deponent

| Witnes | S:- |
|--------|-----|
| 1.     |     |
| 2.     |     |

Name: \_\_\_\_\_\_ Address: \_\_\_\_\_\_ Attested: \_\_\_\_\_\_ (Public Notary/ Executive Magistrate)

#### MENU DETAILS HOSTEL MESS MENU

The menu will be provided by the Hostel mess committee of the respective allotted hostel. The menu may likely to be changed from time to time but not before a month.

#### <u>Format</u>

#### **Bank Transaction Details of Deployed Personnel**

| SI. No. | Name of deplo | yed Account No. | IFSC Code | Amount Transfer | Bank        | Remarks/     |
|---------|---------------|-----------------|-----------|-----------------|-------------|--------------|
|         | Personnel     |                 |           | from Agency     | Transaction | Signature of |
|         |               |                 |           |                 | ref. no.    | deployed     |
|         |               |                 |           |                 |             | personnel    |
|         |               |                 |           |                 |             |              |
|         |               |                 |           |                 |             |              |
|         |               |                 |           |                 |             |              |
|         |               |                 |           |                 |             |              |
|         |               |                 |           |                 |             |              |
|         |               |                 |           |                 |             |              |
|         |               |                 |           |                 |             |              |
|         |               |                 |           |                 |             |              |

#### Signature and stamp of Bank

#### Annexure – III

#### FORMAT-RESUME (for engaged employees)

| 1.<br>2.<br>3.<br>4.<br>5.<br>6.<br>7. | Name<br>Father's Name<br>Date of Birth*<br>Sex<br>Reservation Category *,<br>Religion<br>Nationality | if applicable   |     |          |          |          | Self<br>Attested<br>Photo |
|--|--|-----------------|-----|----------|----------|----------|---------------------------|
| 8.                                     | Marital Status   |                 |     |          | <br>-    | l        |                           |
| 9.                                     | Height   | :               |     |          | -        |          |                           |
| -                                      | Weight   | :               |     |          | -        |          |                           |
| 11.                                    | Language Known   | :               |     |          |          |          |                           |
| 12.                                    | Contact No. (Mobile)   | :               |     |          | -        |          |                           |
| 13.                                    | Email  | :               |     |          |          |          |                           |
| 14.                                    | Address  | :               |     |          |          |          |                           |
| 15.                                    | Educational Qualificatio   | :<br>:<br>n*:   |     |          |          |          |                           |
|  | Examination  | Board/Institut  | te  | Year     | Division | Percenta | ge                        |
| _                                      |  |                 |     |          |          |          |                           |
|  | Technical Qualification,   | if available* : | I   |          | <br>-    |          |                           |
| 17.                                    | Working Experience*  | :               | _   |          |          |          |                           |
| -                                      | Aadhar No*.  | :               |     |          |          |          |                           |
| -                                      | PAN Card No*.  | :               |     |          |          |          |                           |
| 20.                                    | Bank A/c No*.<br>Attach Proof)   | :               |     |          | <br>-    |          |                           |
|  |  |                 | UND | ERTAKING |          |          |                           |

- (a) I \_\_\_\_\_\_, do hereby declare that I shall not divulge or disclose, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as these are confidential / secret in nature, in any circumstances to any person.
- (b) I \_\_\_\_\_\_, do hereby declare that the information furnished as above is true and correct to the best of my knowledge and belief, I undertake that in the event of any information being found fake or false any stage, my candidature shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof shall be given.

Place: Date :

Signature

#### Annexure IV

#### (On Company Letter Head)

#### Employee's / Employer's EPF/ ESIC contribution details at BIT Welfare Society, Ranchi

| SI.<br>No. | Name of<br>employees | Category<br>(Semi-                         | No. of<br>working | Total<br>Wages | EPF Details |                            |                            | ESIC Details |                            |                            | Employee<br>Signature |
|------------|----------------------|--|-------------------|----------------|-------------|----------------------------|----------------------------|--------------|----------------------------|----------------------------|-----------------------|
|            |                      | Skilled/<br>Skilled/<br>Highly<br>Skilled) | days              |                | EPF<br>No.  | Employee's<br>Contribution | Employer's<br>Contribution | ESIC<br>No.  | Employee's<br>Contribution | Employer's<br>Contribution |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |
|            |                      |  |                   |                |             |                            |                            |              |                            |                            |                       |

<u>Undertaking:</u>- New Employees, whose contribution has been received from BIT Welfare Society but could not be remitted to the account of individual employees due to non-availability of selected documents, will be deposited by next month positively.

#### Signature and Stamp of the Company