

TENDER FOR CATERING AND HOSPITALITY SERVICES

This tender document contains Total 47 pages

Estimated Cost : Rs 77.68 Lakhs Earnest Money Deposit: Rs 1,55,000/- (Rupees One Lakh Fifty Six Thousand Only)

Last date for submission: 02 May 2024 till 15.00 hrs

**Tender opening date & time: 02 May 2024, at 15.30 hrs (Only
Techno – Commercial Bids)**

Ref: ICTS/TIFR/2024-25/SER-42

Online GeM Bids are invited (in 2 Part system) by the Centre Director from **Registered and Licensed Contractors of repute for Job Contract at ICTS, TIFR, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089.**

Pre-Bid Meeting: For information / Technical Details / Clarifications required by the Tenderers, an online Pre-Bid meeting will be held on 23 April 2024 @ 11.30 hrs. The tenderers who are interested in participating in the tender are requested to attend the pre-bid meeting using the below details:

Interested tenderers are requested to mail their pre-bid queries, if any, to purchase@icts.res.in by 22 April 2024.

Please read carefully the instructions for the tenderers and scope of work.

The prospective Contractors should note that high quality of service and professional approach is the essence of this contract.

Please read carefully the instructions for the Tenderers and Scope of Work.

Important instructions for the Tenderers



- A. Contractor should have minimum 5 years' experience in providing Catering and hospitality Services in reputed organizations. The contractor should have at least during the last three financial years.

- (i) One similar completed work contract of at least Rs.62 lakhs or more OR
(ii) two similar completed contracts of Rs. 47 lakhs each or more Or
(iii) Three similar completed work contracts of least Rs. 31 lakhs or more

Similar Works means providing catering services in reputed organizations / Govt./ PSUs. Certificates of satisfactory performance from these clients are also to be submitted along with tender.

- B. The Tenderer must have an average annual turnover of Rs. 77,68,000/-(Rupees Seventy Seven Lacs Sixty Eight Thousands Only) and should be profit making during the last three financial years 2020-21, 2021-2022 and 2022-2023. Copies of the Audited Financial statements of the last three years i.e.2020-21, 2021-2022 and 2022. -2023, should be submitted along with the Technical Bid.
- C. The Tenderer should have the Registered / Branch Office in Bangalore region.
- D. Tenderer should provide a copy of the License under Contract Labour (Regulation and Abolition) Act
- E. Presently black listed or debarred firms are not eligible to participate in the tender. They should furnish an undertaking to this effect on his letterhead duly signed by authorized person of the agency.
- F. The contractor should have a valid **PAN number** issued by the Income-Tax Authority.
- G. The contractor should have a valid **Registration Certificate** of the firm / agency / Company.
- H. The contractor should have a valid **License** issued by the Competent Authority.
- I. The contractor should have a valid **ESI & PF** registration certificate.
- J. Latest copy of Bank solvency Certificate from nationalized/scheduled bank for minimum amount of Rs 31,00,000/- may be provided.
- K. Undertaking on Non Judicial Stamp paper of Rs.100/- duly notarized as appended at Annexure 'E' to be submitted.
- L. List of skilled supervisory manpower proposed to be deployed for this contract with their qualification and experience in the company.
- M. **Security Considerations:** The persons deployed by the agency should NOT have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying.
- N. Having regard to the scope of work, qualification, training and experience that are required for the job, the contractor should offer such emoluments and benefits to the people to be employed by him which takes into account:
- a) The Qualification, Training and Experience of the deployed personnel.
b) Annual increase in Salary on account of revision of Basic Wages + V.D.A.
c) Emoluments which are well above the minimum wages as prescribed under the Central Minimum Wages Act.

TENDER SUBMISSION:

Tenders shall be uploaded on the GeM portal up to **15.00 hrs on 02 May 2024**.

Technical Bid will be opened on the same day at **15.30 hrs**.

THE CENTRE RESERVES THE RIGHT to verify the particulars furnished by the applicant independently and accept/ reject the tender without assigning any reason thereof. Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by ICTS. Centre reserves the right to split the order based on the technical evaluation.

A. Qualifying Requirements:

The bidder shall meet all the following minimum prerequisites and provide documentary proof for the same in the 'technical bid'-

- (i) Company profile including previous experience of manpower deployment to government Departments, Multinational companies, etc. Please attach copies of Work Orders, Completion Certificate, etc.
 - (ii) Acceptance of terms and conditions specified in these tender documents.
 - (iii) Demand Draft /Bank Guarantee in lieu for Earnest Money Deposit.
 - (iv) Solvency Certificate issued by your banker.
 - (v) Deployment pattern of Catering Personnel including the number of Cashiers/ Storekeepers/ Cooks/ Asst. Cooks/ Bearers or Waiters/Utility Staff to be deployed.
 - (vi) Work Order copy of a single contract worth Rs. 62 lakhs per annum or two contracts of Rs. 47 lakhs or three contracts of Rs. 31 lakhs more during the last five year period.
 - (vii) Copies of valid PAN number issued by the Income-Tax Authority, Registration Certificate of the firm /agency/Company and proof of 5 years' experience in providing Catering & Hospitality Services in reputed organisations.
2. **'Price Bid'** should contain **Annexure F**, rates to be quoted on a monthly basis for normal duty of 8 hrs per day per person.

On the date of tender opening (i.e. on **02 May 2024**), only the Technical Bids shall be opened. The bids shall be evaluated subsequently and only the shortlisted firms will be qualified for the price bid opening.

Intimation for attending the price bid opening shall be sent to the shortlisted firms in advance.

EARNEST MONEY DEPOSIT: Rs 1,55,000/- (Rupees One Lakh Fifty Five Thousand Only).

EMD as specified above in the form of Demand Draft, drawn in favour of **International Centre for Theoretical Sciences, Bangalore**, from a Nationalised/Scheduled Bank shall be submitted. Alternatively a Bank Guarantee from a Nationalised/Scheduled Bank may be provided. No other mode of payment of EMD will be accepted. Bank Guarantee shall be valid for 6 months from the



date of opening. MSEs are exempted from payment of EMD subject to furnishing of relevant valid certificates for claiming exemption as per privilege rules of Government of India.

The EMD may be forfeited:

- a. If the bidder withdraws the bid during the period of bid validity specified in the tender.
- b. In case a successful bidder fails to furnish the Performance Bank Guarantee.
- c. If the bidder fails to furnish the acceptance in writing, within 7-days of award of contract/order.

Conditions of Tender:

1. Quotations must be submitted giving complete details using enclosed tender papers.
2. **The rates quoted shall remain valid for a period of 180 days from the date of opening of Price Bids.**
3. Each page of the offer should bear the signature, date, name and title of the person signing the offer, and a rubber stamp indicating the full name, address and phone no, Fax No, of the firms.
4. This tender document/form is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.
5. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
6. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
7. Bids which do not comply with the above conditions will be rejected.
8. The Centre shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject **any or all** tenders without assigning any reason whatsoever.
9. The Centre reserves the right to split the contract in parts and award them in pieces to the successful bidders or to delete the contract in parts after entering into the contract.
10. No questions or items in the Annexures shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'NIL' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
11. The contractor chosen will have to undertake the work within 15 days from the receipt of the Work Order.
12. Bids shall be accompanied by the following, failing which the offers will be rejected :
 - a) License and registration certificate issued by Competent Authority.
 - b) Organization Structure

- c) List of works on hand/carried out during the last 5 years
 - d) Performance Certificate from the existing client(s)
 - e) ESI & PF Registration Certificate.
 - f) Annexures B,C,D and F duly filled in
 - g) The entire tender document duly countersigned (in token of acceptance of all terms and conditions indicated in the documents)
 - h) Earnest Money Deposit
- 13.** All annexures, attachments / drawings (if any) to this tender shall be read as part and parcel of this Tender.
- 14.** Deviation (s) indicated in Annexure E are not automatically accepted; only if such deviation(s) if any indicated by tenderer has / have been specifically accepted in the Work Order, such deviations are deemed to have been accepted and become part of the agreement.



DEFINITIONS OF TERMS:

1. Centre or ICTS means **International Centre for Theoretical Sciences, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089.**
2. Contractor, bidder, firm means the person to whom the work may be awarded.
3. Work Order, Purchase Order or Order shall mean the Work order/contract with associated specifications, tender documents, etc. executed between the Centre and the successful contractor(s) including any other documents agreed between the parties or implied to form part of the contract.

1. Scope of Contract

1.1 The following annexures are part of the tender documents under reference:

- a) Annexure – A – Scope of work
- b) Annexure – B – Profile of experience in Catering & Hospitality Services.
- c) Annexure – C – Schedule of Experience of last 5 years
- d) Annexure – D – Schedule of Deviations from specifications / conditions
- e) Annexure – E – Statutory obligations
- f) Annexure – F – Price Bid

The Tenderer shall fill in Annexures B, C, D and F completely and submit them along with their bids. All details and columns shall be filled, and if Annexure D or a particular column (s) in any annexure(s) does/do not apply, it may be indicated by saying why it is not filled (for e.g. 'no deviation', not applicable, not relevant, etc.) – leaving blank columns or a bare hyphenation will disqualify the bidders.

- 1.2 The details of rates and number of personnel required for carrying out the work shall be indicated by the contractor in the **Annexure “F”**.
- 1.3 Once the Work order is issued, the contractor will receive instructions from an Officer designated for this purpose (Officer -in-charge) or his authorized nominee and the contractor thereby undertakes to abide by his/her suggestions/instructions, etc. as regards services in this agreement.
- 1.4 Additions/alterations in scope of work: Any alteration or addition to the scope of work will be communicated to the contractor and the contractor shall carry them out. For any reduction / increase in the scope of work, the increase/decrease in the rates shall be negotiated and finalised simultaneously.

2. Quality and Scope of Services

- 2.1 The contractor shall appoint trained staff having good character and maintain high standards of attendance, number and quality of staff, as contracted, and ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail reduction from the compensation



payable as decided by the Centre. The contractor, as soon as the Agreement is signed, shall submit a list and biodata with a photo of their workmen/others indicating their name, age, qualification, experience and salary along with a copy of appointment orders issued to them. As and when there is a change in the staff posted, a revised list and bio-data with photo shall be submitted along with a copy of appointment order issued to the new appointee/appointees, simultaneously. The contractor cannot employ new workers or terminate any employee without the express consent of the appropriate ICTS authorities.

- 2.2 It is normally understood and agreed between both the parties that the Centre will not be responsible or be liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the contractor and the contractor alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
- 2.3 The contractor shall depute such persons as proposed by him, who shall be available on site to supervise the contract employees and interact on a daily basis with Officer-in-Charge regarding delivering the specified service.
- 2.4 It is understood and agreed that the contractor will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Centre's premises or in connection with the services referred to herein.
- 2.5 The contractor will immediately replace any employee found to be unfit in any manner or found to lack the appropriate job skill for which they have been hired, on receipt of advice from any authorised person in ICTS.
- 2.6 The contractor shall maintain a proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc., as relevant and applicable from time to time. The contractor shall strictly comply with maximum working hours as per relevant acts and maintain proper records of the working hours/ shift timings.
- 2.7 The contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this tender agreement and in respect of the employees engaged by the contractor in fulfilment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "E".
- 2.8 It is understood and agreed that the contractor will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees. It is the Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work. It should be ensured that the employees are provided with all eligible medical benefits and offs as per relevant rules.
- 2.9 a) The contract employees should be covered under all statutory requirements like ESI, PF, etc. by the contractor and the contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be enclosed with all (whether running/monthly or final) bills.



- b) The contractor shall pay Salary and other Allowances/Benefits as indicated by the contractor in their tender and accepted by ICTS. Such salary shall be well above minimum wages. In order to ensure high quality of service and having regard to the scope of work and the appropriate level of expertise (i.e., qualification, experience) required for the job, the contractor should pay such salary / wages which is higher than the statutory wages as prescribed by the Minimum Wages Act, so that quality of service is assured. Such salary shall be well above minimum wages.
- c) If the rates quoted by the contractor and accepted by the Centre include bonus, charges for overtime, uniform, staff, food, applicable wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. The proof for uniform cost, bonus and applicable wage increase, details of what is provided shall be furnished once in a year or before expiry of the contract, whichever is earlier. If proof of payment of all benefits like charges for over time, staff, food, miscellaneous, etc., are not furnished once in 3 months and once in a year for uniform cost, bonus, applicable wage increase, the Centre reserves the right to withhold /recover such portion of the salary/benefits. However, the proof for payment of PF and ESI and name of such employees whom the PF & ESI has been paid shall be submitted along with each running/monthly bill.
- d) The Centre will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Centre will also have all rights to make recoveries from the compensation, if any, that any statutory agency imposes upon the Centre due to the contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'E' attached. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the Centre along with the monthly bills for the respective months only on submission of proof of payment and Schedule of Employees covered.
- e) The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the Centre on the 1st of every month for the previous month or as necessary for inspection. The contractor shall provide all facilities for inspection/books/personnel on demand by ICTS or any Statutory Authority.
- f) The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the contract employees posted at ICTS. This should be done immediately but not later than one month from the date of signing the joint agreement.
- 2.10 It is clearly understood and agreed upon that neither the contractor nor contract employees shall have any claim on employment with Centre at any point of time and this arrangement is purely between the contractor and the Centre for specific services for the period specified.
- 2.11 The successful contractor shall indemnify/deemed to have indemnified the Centre for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the Centre against any claim by any authority once the work order is awarded. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the contractor only shall pay such claim/damages and even if the Centre is called upon to pay,



such damages/penalties and or cost shall be recovered from the contractor's dues/amount payable or shall be paid by the contractor on a demand from ICTS.

The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of ICTS that they would indemnify and keep ICTS indemnified and harmless against any claims, losses, expenses which ICTS may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till ICTS is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency save with ICTS's previous consent in writing.

2.12 The Contractor shall maintain all facilities throughout the times specified. All food items specified in the menu should be available throughout the entire duration of Breakfast, Lunch and Dinner as well as the cafeteria menu for the day.

2.13 The contractor shall follow all rules as may be existing or may be framed from time to time at ICTS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in ICTS as amended from time to time.

2.14 **Currently, to maintain the canteen, the following workforce is envisaged.**

Store Keeper/ supervisor	- 2 nos - Highly skilled
Cooks	- 3 nos - Highly skilled
Asst Cooks	- 3 nos - Skilled category
Waiters	- 8 nos - Semi Skilled
General Cleaning Staff/MPW	- 3 nos - Unskilled

This is the bare minimum manpower requirement to maintain the system. However, contractors can specify the manpower deployment pattern they propose to adopt for this work after thoroughly studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting. The vendors shall have all their doubts cleared in the PRE-BID meeting. It is completely the contractor's responsibility to fix the staff deployment pattern and to fulfil the requirements of ICTS. The figure mentioned above is indicative only.

2.15 Experience and qualification of Staff

1. COOK:

Skills:

- a. Should have worked for at least 3 years in a reputed hotel or large catering establishment.
- b. One cook should be specialized in South Indian and one cook in North Indian dishes, both vegetarian and non-vegetarian.
- c. Should be experienced in preparing Chinese dishes and variety of Indian sweets
- d. Should have knowledge of operating various kitchen equipment and maintaining hygiene standards.
- e. Should be willing to work in shifts both straight and break shifts.

Job Description:

- a. Should be able to take charge of the kitchen as a Head Cook and direct other Cooks in preparation of the menu desired.
- b. Should be able to maintain hygiene, cleanliness and safety requirements.
- c. Should be able to indent sufficient quantity of provision and other material for preparing the day's menu and collect it from the store keeper.
- d. Should be able to guide the assistant cook and other kitchen staff in using the various kitchen equipment, which are available in the kitchen.
- e. Should be responsible for the safe custody of raw items and prepared food items during his duty timings.

2. ASSISTANT COOK:

Skills:

- a. Should have worked for at least 2 years in large kitchens.
- b. Should have knowledge of the methods and practice of large-scale food preparation.
- c. Should have knowledge of basic kitchen sanitation methods.
- d. Should have knowledge in use, operation and maintenance of kitchen equipment. Ability to operate kitchen equipment. Ability to perform works requiring considerable standing and light - medium physical effort, under hot working conditions.
- e. At Least one assistant cook should have experience in South Indian Cuisine

Job Description:

- a. Should be able to Wash/peel and/or cut various ingredients to prepare for cooking or serving and inspect cooking equipment, kitchen equipment and work areas in order to ensure cleanliness and functional operations.
- b. Should assist cook and prepare rice, sambar, rasam, vegetable curry, chapati, puris and other dishes etc.
- c. Should be able to use manual and electrical appliances for atta kneading, cutting vegetables, wet grinding, Potato peeler, idli cooker, etc.,

3. WAITER:

Skills:

- a. Should be able to take full charge of Dining Hall activities.

Job Description:

- a. Should fill the serving counter with freshly prepared food, from the kitchen.
- b. Should help in preparing fruit salads, fruit juice, buttermilk, bread roast, as required.
- c. Should do any other duties assigned to them from time to time in Dining hall.
- d. Should carry out serving of food at Lunch meetings and High tea during programs and seminars.

4. GENERAL CLEANING STAFF/ MPW:

Job Description:

- a. Should wash big vessels like palav diksha, kolaga, dabras, idli stand, rice cooker pan and rasam vessels etc., after cooking. Should clean the kitchen after preparing the food, free from oil, soot etc., with water and soap solution.

- b. Should clear the trolley for washing purposes and bring back the trolley after cleaning to the dining hall.
- c. Should wash with soap solution, hot water, all Plates, Spoons, Water Glass etc., after every meal
- d. Should clean the exhaust system filters, burner stoves, Dosa Thava, atta kneader, wet grinder and other kitchen equipment after use.
- e. Should clean the Dining Hall, Kitchen and surrounding area.
- f. Should perform any other duties assigned to them from time to time.
- g. Should keep the dining hall very clean and tidy at all times.
- h. Should use perfume disinfectant while swabbing the dining hall after thorough washing.
- i. Should do any other assigned duties from time to time.

5. **CASHIER cum STOREKEEPER**

Job Description:

- a. Should act as store keeper of the kitchens
- b. Should manage the cash counter, be efficient in computer handling (the cafeteria has both cash and cashless transaction e wallet, swipe machines, paytm)
- c. Generate the canteen reports liaising with ICTS IT department
- d. Maintaining cash and store ledger of the canteen

2.16 The service personnel being engaged by the Agency should be polite, smart and physically and mentally sound.

2.17 All the personnel being engaged by the Agency should wear formal dress. Formal dress means white full-sleeve shirt, and black trousers and black shoes. They should be provided with hand gloves and head caps while serving the food.

3.A. Tenure

A.1 The contract with the Centre will be initially awarded for a period of 12 months and if the services are found to be satisfactory, the Centre reserves the right to extend the contract for a period of 24 months (12 months at a time) on the same terms and conditions except the statutory increase of salary of the employees as per GOI amendments.



3.B. Termination

- B.1 Except as provided in Clause B.5 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the contractor, the entire security deposit shall be forfeited. Any other costs and or damages incurred by the Centre to maintain the services contracted to the contractor, on account of such short notice will be deducted from the dues payable to the contractor, or shall be paid by the contractor on demand if such dues fall short of such costs.
- B.2 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is done by the Centre from any party at a higher rate, the contractor shall be liable to pay the Centre the difference between existing rate and the rate of the new contract.
- B.3 **Risk Clause:** Notwithstanding the other terms herein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof as deemed so by the Centre. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.
- B.4 **Insolvency and breach of contract:** The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:
- a. If the contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order to order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or
 - b. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs, a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
 - c. If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.
 - d. In the event of inadequate or unsatisfactory performance of duties by the contractor, the Centre shall have the right to bring to the notice of the contractor the default(s) on their part and the contractor

shall ensure that the said default(s) is /are not repeated and /or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default(s) being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.

B.5 Notwithstanding any other clause herein, if there is any act of omission by the contractor or the contract employees which jeopardizes the safety/security of the Centre including, but not limited to:

- a) Theft or pilferage of property of ICTS
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of ICTS - the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate as deemed by ICTS. The decision of the Centre Director shall be final in such matters.

B.6 PENALTY

If the caterer fails to carry out the jobs as per the terms and conditions agreed upon, he is liable for forfeiture of Performance Security Deposit in addition to penalty, which shall be up to Rs. 500/- per failure of job/unsatisfactory job based on the recommendation of services committee/ canteen committee.

1. Non-availability of complaint register on the counter/discouraging users from registering complaints would lead to a fine of Rs. 2,000/- on the caterer.
2. Three or more complaints of insects and/or foreign objects cooked along with food/ found in any food item would invite a fine of Rs.4,000/- on the caterer.
3. Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 2,000/- on the caterer. Fine on any discrepancy (personal hygiene of workers, misbehaviour by workers etc.) will lead to a fine of Rs. 2,000/- on caterers for every instance.
4. For any rules stated in the agreement - First violation of the rule implies fine as per the rule.
- Second and subsequent violations of the same rule within 30 days of the previous fine will attract triple the initial amount of fine on the caterer.
5. Using of brands not mentioned in the contract without prior permission and / or adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Committee.
6. Daily hygiene checks and routine health checks for the fitness of the workers should be ensured and catalogued. Severity of hygiene failure shall be assessed and decided by the Committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine in cash and/or summary termination of the Contract.

7. The contractor shall pay any claim made by the Centre of any deficiency (both tangible and intangible) in service. Such an amount may also be deducted from bills payable to the Contractor. It may be noted that the Centre shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the contractor. If the Security Deposit or outstanding bills of the contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the contractor against this or any other contract until the dues of the Centre are fully settled. If the claim of the Centre could not be met in this manner, the contractor shall pay up all such claims if a demand is made by ICTS.

4. Payment Terms:

4.1 The contractor shall submit bills after completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects. The monthly bills submitted by the contractor shall only be for actual salary and other benefits paid by the contractor for the number of employees deployed as per contract with ICTS.

If there is a shortage of employees of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between ICTS and the contractor. Claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to ICTS. If after receipt of payment, the Contractor has been unable to pay his workers/employees or pass on other benefits like washing allowance, ESI, PF, etc., and as soon as this fact becomes known to him, the Contractor shall immediately refund all such amounts to ICTS with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.

Payment in respect of ESI, PF and other statutory payments shall be paid / reimbursed by the Centre only on submission of proof of payment and Schedule of Employees covered for such benefits.

4.1.1 Contractor's monthly claim/bill shall contain the following 13 elements only :

- a. Basic + VDA + Others
- b. PF
- c. ESI/Group Health Insurance
- d. ELI (if applicable)
- e. Bonus
- f. Uniform + washing charges of uniform supplied
- g. Leave wages
- h. Supervision and Administration Expenditure
- i. Taxes

PF, ESI and ELI will be reimbursed to the contractor only on production of registration No./ ESI card/payment of ELI premium.

4.1.2 **Leave Salary and Bonus:** The leave salary and bonus shall be claimed by the contractor as and when these are paid by the contractor to its employees and the same will be reimbursed by the Centre on



submission of proof for having paid. Leave salary is payable only if a substitute is appointed in place of contract Employee on leave subject to the condition that the contractor maintains 90% attendance per shift of duty.

- 4.1.3 **Uniform and washing charges:** The uniform and washing charges will become payable only after the uniforms are provided by the contractor to his employees. Uniform charges will however be reimbursed on a pro rata basis along with a monthly bill and the first bill should include arrears, if any. Washing charges are paid from the month the uniforms are supplied to the contract employees by the contractor. However, if during pendency of the contract, it is observed that appropriate uniform have not been issued by the contractor to its employees, for which reimbursement has been claimed by the contractor, then the Centre reserves the right to recover the amount paid towards supply of uniform and washing charges from the subsequent monthly bill of the contractor.
- 4.1.4 **Bonus :** Bonus shall be payable by the contractor to his contract employees once in a year before Dussehra/Diwali or when a contract employee's service is discontinued. The amount of bonus payable is 8.33% subject to maximum of **Rs.7000.00** per annum (the ceiling for calculation purpose from the salary or Wage of **Rs.7500.00** per month) as per Section 12 of Bonus Act. The eligibility limit for payment of Bonus from the Salary or Wage of Rs.21000/- per month as per Section 2 (13) of Bonus Act, 1965.
- 4.2 The monthly/running bill of the contractor will become payable after the end of each month on submission of a bill with all details, data and certification by the Contractor, and on due certification by the Officer-in-Charge about the satisfactory services against the claim, the contractor's payment will be released only after the contractor disburses the salary to the contract employees as per Clause No. 4.5 every month.
- 4.3 The Officer-in-Charge/Accounts Officer is authorized to deduct any amount as determined by the Centre Director from the amounts due to the Contractor for any deficiency in the services provided by the contractor.
- 4.4 Payment of contractor's bill shall normally be made within 15 working days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.
- 4.5 Payments by the contractor to the contract employees shall be disbursed on or before 7th of the succeeding month in the presence of the Accounts Officer and / or any other authorized officer of ICTS. If 7th happens to be a holiday, payments shall be made on the previous working day. The contractor shall notify all his employees /workers about the monthly payment date in their appointment order, and follow this schedule strictly, whether the Centre has paid the contractor's bill or not. The payment of salary and all other benefits such as bonus and overtime charges to the contract employees shall be disbursed in the presence of Accounts Officer and / or any authorized officer of ICTS.

- 4.6 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.
- 4.7 **Performance Guarantee:** The tenderer, whose tender is accepted, will be required to furnish a performance guarantee of 5% of the tendered amount within 7 (seven) working days from the issue of LOI. This guarantee shall be in the form Demand Draft / Pay Order / Banker's cheque/ Bank Guarantee/FDR issued by a Scheduled Bank. The successful Tenderer will have to deposit the Performance Security Deposit and commence the work within 7 days of acceptance of tender. Otherwise the contract will be cancelled and EMD will be forfeited.
The performance guarantee shall be returned to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority and submission of final bill by the contractor as per the joint measurement.
- 4.8 **Security Deposit:** Deductions towards Security Deposit shall be made from running bills @ 2.5% of the billed amount. The Security Deposit shall be released to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority.
- 4.9 **It is important for the contractor to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 2 years from the date of issuance of Work Order. Any increase or decrease in the rates shall be only in respect of statutory duties / levies and such claims shall be valid only with adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.**
- 4.10 At any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shifts shall be penalized including termination of the contract. All the posts should be filled at any given point of time. No post should be kept vacant due to absenteeism. Payment shall however be restricted to the actual number of people as physically deployed in each month.
5. **Suggestions Register:**
The contractor will maintain a complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the Officer-in-Charge. This register will be open to any authorized person of the Centre for inspection and supervision at all times.
6. **Safety, Security and Insurance**
- 6.1 The contractor shall follow all security rules of the Centre and instructions received from time to time regarding issue of identity cards, all material movements (incoming and outgoing).
- 6.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant and machinery, person, property, etc.



including third party risks arising due to causes attributable to the agreement. The decision of the Centre Director shall be final and will be binding on both parties.

- 6.3 The contractor may take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under the Workmen Compensation Act, 1928 as amended from . . . time to time. Before starting the work, the contractor shall produce the original insurance policy and the license of the workers where applicable to the Centre.

7. **Miscellaneous**

- 7.1 The work mentioned in the schedule is not exhaustive, but only indicative. The Centre reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.
- 7.2 The contractor shall meet the designated Officer-in-Charge of the Centre everyday, to receive the details of issues/complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer-in-Charge.
- 7.3 The employees/workers employed shall be trained and experienced to handle the services as per the Scope of work mentioned in the Annexure 'A'. If such experienced hands are not available, either because the service is extremely specialised and only in-house training is possible, at least a certain percentage of employees/workers shall be experienced/trained who shall be able to impart training/expertise to others.
- 7.4 The contractor shall provide the name and details of his personnel. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless ICTS has asked for it or without advance approval of ICTS.
- 7.5 The contractor shall use emergency services like medical help and emergency vehicles of ICTS in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury/death and or loss/damage will fully rest with the contractor.
- 7.6 The tenderer must indicate any deviations in Annexure-D, with reasons thereof. The deviations indicated by the tenderer shall be from the tender document issued by ICTS. Deviations shall be valid only if it is accepted by ICTS and forms part of the joint agreement.

8. **Dispute and Resolution**

Any dispute or differences that may arise between the parties shall be referred for sole arbitration to the Centre Director or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.



9. Primacy of Documents

The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents clauses in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexures thereof, i.e. tender documents and annexures have least primacy, if any clause or detail there has been superseded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the contractor.

10. Amendments to Work order/agreement

Any amendment to the Work order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorised representatives of both parties.

For and on behalf of International Centre for Theoretical Sciences

Administrative Officer



ANNEXURE – A
TENDER SPECIFICATIONS SCOPE OF WORK FOR CANTEEN

The centre has a cafeteria with two dining halls & Coffee kiosks and a modern completely equipped kitchen. Apart from this the centre is also having a separate dining hall at day workers' facility and a cafeteria at the academic block. The major role of the contractor is to prepare food and serve breakfast, lunch, snacks, tea/coffee and dinner for staff, students, guests, day workers and visitors of ICTS-TIFR as per the menu suggested by the Canteen Committee and also to maintain the cafeteria and its surroundings clean. The workers have to work under the guidance of the Facility Manager.

1. The Centre (ICTS) will provide the following facilities:

- a. Kitchen space
- b. Dining areas with tables & chairs
- c. Kitchen equipment
- d. Canteen Equipment
- e. Electricity
- f. Water
- g. Toasters, Refrigerators, Cash Register, Water Coolers

2. The following materials should be arranged / provided by the contractor:

- a. Materials such as Groceries, Oil, Milk & Milk Products, Vegetables, etc.
- b. Non-vegetarian items
- c. Cleaning materials including Tools, Detergents, Liquid Soaps, Towels, etc., for kitchen use.
- d. Providing and refilling gas cylinders and bringing them to the canteen at ICTS.
- e. Utensils, Plates, bowls, Cups, Saucers, Spoons, Glass Tumblers, etc.
Plates, bowls, cups, saucers should be high grade ceramic/ melamine and duly approved by the canteen committee

3. The daily sales collection from the counter as per the Menu list can be collected by the Contractor.

4. The contractor shall indemnify / deemed to have indemnified ICTS for all losses arising out of this contract. The contractor shall be responsible for all equipment, cutlery/crockery entrusted to him and any loss, damage or breakage to such property shall be recoverable from the contractor. However, normal losses and breakages incidental to the working of the canteen as decided by the institute, will be borne by the institute.

5. The contract involves preparation and serving Continental, Chinese, South and North Indian dishes and snacks. The services to be provided include breakfast, lunch, dinner and morning and evening tea on all days including holidays and Sundays. All fuel (gas), raw materials, consumables, cleaning materials, stationery for counters etc. are under the scope of the contractor. However ICTS will provide a gas manifold room. The contractor has to arrange for procuring/refilling and pay for the gas cylinders. The entire kitchen is connected to this gas system.



6. QUALITY

- a) For Breakfast : – Bread of reputed brands like Modern, Nilgiris, Britannia to be used.
Butter of standard brands like Amul, Britannia, Milky mist etc FPO registered brands to be used.
Jam , Sauce of brands like Kissan, Maggi etc FPO registered brand to be used.
Tea of standard brands Red Label, Tata, Lipton etc FPO registered brand to be used
Coffee of standard brand Nescafe, Bru etc FPO registered brand to be used.
- b) For preparation of Lunch/ Dinner/ snacks:- Refined oil like Sundrop, Fortune, Saffola etc FPO registered brands to be used. Spices like Everest, MDH, MTR, Ashirwaad etc FPO registered brands to be used. Rice and Grams FPO registered brands to be used
- c) Good quality sweets from reputed shops should be served.
- d) In addition to normal catering services the centre may ask for event based services from the caterer for meeting requirements of snacks / special lunch / tea/coffee etc., for various official meetings/ Programs/ Seminar. Caterers are expected to be equipped with enough resources and manpower to cater to such additional requirements.
- e) Menu for the week will be fixed by the Canteen Committee/ Facility Manager and will be changed every month.
- f) The quality of articles of food & beverage and provisions shall be of best standard and should be purchased from approved vendors only. Masalas and other spices should be branded and should have FPO registration. The centre's authorized representatives will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provision, which are found to be of unsatisfactory standard and on grounds of hygiene.
- g) The centre will provide the contractor fans, microwave oven, refrigerator, water cooler, crockery, cutlery, water, electricity & furniture. No charges will be levied by the centre for these items. The contractor shall ensure minimum breakage / pilferage of the articles.
- h) The contractor shall keep the usage of water, electricity and other gadgets mentioned herein above to a reasonable level.
- i) The Contractor shall be responsible for taking good care of all items/equipment mentioned herein above. The Vendor shall bring to the notice of the Centre, if any repairing work is required to be undertaken from time to time. If any repairs of the equipment have to be made on account of mishandling/negligence of the vendor, except normal wear and tear, the said items shall be repaired by the Contractor at his / her cost.
- j) All the maintenance of the above mentioned items /equipment are to be carried out by the Vendor at its own cost on a day to day basis.



k) Use of synthetic colors, preservatives, MSG is strictly prohibited

11. The present requirement of food and beverages is as follows :

Items	Approximate quantity	
	(on working days)	(On holidays)
Breakfast	150	100
Lunch	200	150
Dinner	100	60

These are approximate quantities and are bound to vary.

CANTEEN TIMINGS

Items	On all days (Dining Hall)	LGF Cafe counter
Breakfast	<ul style="list-style-type: none"> ● 07.30-08.15 hrs: Basic Breakfast ● 08.15-10.00 hrs: Full course Breakfast 	0800-0001 hrs
Morning tea	10.00 hrs to 12.00 hrs	
Lunch	12.45 hrs. to 14.30 hrs	
Evening tea	15.30 hrs to 17.00 hrs	
Dinner	19.00 hrs to 21.00 hrs	

MAIN CANTEEN – MENU LIST

MENU LIST- Breakfast		
Sl. No	Item	Rates
1	Tea	4
2	Coffee	5
3	Milk	12
4	Milk	6
5	Idli	6



6	Dosa – plain	9
7	Dosa – masala / Uttapam	12
8	Sambar & chutney	8
9	Poori	4
10	Sagu	8
11	Batura	10
12	Chole / Veg Gravy	12
13	Aloo paratha	8
14	Upma	8
15	Rice Bhath	12
16	Bisibele Bhath	10
17	Pongal	10
18	Poha	10
19	Uthapam	13
20	Rava idli	8
21	Vegetable idli 1 no.	8
22	Egg Preparation (Single Egg)	8
23	Egg Preparation (Double Egg)	16

LUNCH

Sl. No	Item	SR
1	Soup (Veg.)	4
2	Chapathi	4
3	Rice	5
4	Mix rice (pilaf, etc.)	10
5	Fried Rice (mushrooms)	12
6	Curd Rice	10
7	Rasam	2
8	Dal	6
9	Veg. Dry	8
10	Veg. Gravy	14
11	Boiled Veg	10
12	Salad - 2 slices each	4
13	Special Salad	10
14	Curd	6
15	Raita	6
16	Papad	2
17	Pickle	1



18	Veg Biryani	20
19	Appam	7
Non Veg		
Sl. No	Item	Rates
1	Chicken Preparation	40
2	Chicken Dry - with Bone	40
3	Fish preparation	35
4	Mutton preparation	75
5	Chicken Biryani	45
6	Egg Biryani	25
Desserts		
Sl. No	Item	Rates
1	Fruit salad custard	12
2	Caramel custard	12
3	Fruit salad	10
4	Gulab jamun	10
5	Lemon soufflé	10
6	Coffee mousse	12
7	Moong dal payasam	8
8	Semiya payasam	12
9	Chandrakala	10
10	Jelly custard	9
11	Shahi tukra	10
12	Carrot halwa	12
13	Pumpkin halwa	12
14	Mango/Souffle	12
LGF Pantry		
Sl. No	Item	Rates
1	Samosa	8
2	Udin Vada	8
3	Kachori	8
4	Maddur Vada	8
5	Veg Cutlet	8
6	Dhai Vada	13
7	Potato Vada	10

8	Channa Dal Vada	8
9	Sago Vada	8
10	Mix Veg pakoras	8
11	Onion Pakoras	8
12	Chats	20
13	Dhai puri/Bhel puri	25
14	Paddu with chutney	20
15	Varities of Dosa (paneer and cheese)	22
16	Rasam Bonda	10
17	Rate of spl veg, rice Mushroom fresh peas, zucchini, babycorn, broccoli & paneer	25
18	Pasta	20
19	Special pasta-Cheese	25
20	Pasta-Chicken	35
21	Finger Chips	22
22	Fruit Salad	10
23	Kati Roll Veg	25
24	Kati Roll Paneer	30
25	Kati Roll Chicken	35
26	Stuffed Paratha (Aloo/veg)	20
27	Stuffed Paratha chicken	35
28	Stuffed Paratha paneer	25
29	Lachha Paratha-2 no.	20
30	Tawa Paratha-2no.	20
31	Kerala Paratha	12
32	Chicken kebab	45
33	Chicken curry (Tandoori)	40
34	Salad two types	10
35	Spaghetti with Cheese balls	30
36	Spaghetti with Meat(mutton) balls	75
37	Brown Bread 1 slice	5
38	Club S/W(VEG)	12
39	Club S/W(Egg)	15
40	Club S/W(Chicken)	20
41	Butter Vegetable	20
42	Boiled vegetable	10
43	Chicken Boneless Preparation	50

44	Vegetable stew	17
45	Chicken stew	30
46	Pav(2) and Bhaji(150g)	22
47	Pav(2) and chicken bhaji(150g)	40
48	Cup Vegetable noodles	MRP
49	Cup chicken noodles	MRP
50	Fresh juices - Watermelon, Pineapple, Sweet Lime, Muskmelon, Orange, Grapes	15-20
51	Milkshakes - Banana, Apple, Sapota, Mango, Ice cream and cold coffee	20
52	Soft drinks, Fruit juices, flavoured curd	MRP
53	Any ready made food	MRP
54	Bread Omelette Single	15
55	Bread Omelette Double	20

Special menu items for workshops /meetings will be charged as follows:-

Lunch meetings - Non Veg buffet - Rs 90/- per person

Veg buffet - Rs 65/- per person

The menu should consist of - soup, 2 types Rice, Indian bread, Dal, two veg preparations of the day, 01 Non veg preparation, curd, sweet, papad, pickle, salad.

Seminar/ workshops/ discussion meeting - Breakfast Rs 80/- per person

Lunch and Dinner - Rs 250/- per person

The menu should be comprising of the following :-

Breakfast - One south Indian dish, 1 north Indian dish, bread butter, Jam, boiled egg/ omelette / scrambled egg, cereals with milk, fruit platter / whole fruit, juice, tea, coffee.

Lunch / Dinner - Soup, three types of salad, two types of rice, Indian bread, dal, rasam / sambar, two types of veg preparation, 1 non veg preparation, curd / raita, two deserts, papad, pickle.

Special Lunch/ Dinner - Rs. 350/-

Soup, Veg & non-veg starters, three types of salad, special pulav, plain rice, roti/ butter kulcha, dal fry, rasam /sambar, spl veg dry, veg gravy, spl veg gravy, 2 non veg preparation, curd, raita, cut fruits, sweet, two desserts, papad, pickle, fruit juice, coffee.



Apart from these, the agency needs to run the day workers' canteen with the Veg plate meals as that of the main canteen. The fixed rate for the canteen will be as follows :-

	Plate Meal Rate (Veg only)
Breakfast (Choice of breakfast)	15
Lunch / Dinner (for Veg Meals)	25

The agency should collect the meal coupons and submit them to the accounts section for payment monthly.

The daily sales collection from the counter can be collected by the contractor.

The mentioned menu is indicative. The service provider can include more varieties of dishes in the menu. But the price for the same shall be fixed with the approval of ICTS.

The intending bidders are advised to visit the ICTS canteen to see the available infrastructure facility before submitting their offers.

The canteen has a 'Self Service' system. In addition to preparation of food items and serving them at the counter, other services to be provided include:

1. Cleaning, cutting and preparation of vegetables, pulses and all food items.
2. Estimate quantities of non-perishable and perishable items for stocking.
3. Serving food and beverages at the counters during the prescribed hours and occasionally outside the prescribed hours.
4. Collecting the soiled plates, glasses, cups etc. and moving them to the wash table, cleaning, sterilizing etc., as necessary.
5. Ensuring dining tables are kept clean always.
6. Cleaning the kitchen, utility areas, all kitchen utensils, equipment, fixtures, etc.
7. Supervising, operating cash registers, computers, cash collection and collecting cash against bills/coupons, finalizing daily accounts and maintenance of accounts day to day as well as monthly and periodically.
8. Serving food and beverages in a limited way as required in the Main Canteen etc., but all within the Campus.
9. Assistance in disinfecting the kitchen once in a month, through the identified agency, and relaying and cleaning.
10. To take stock of all cutlery/crockery once in a week and prepare a report of shortages/breakages or nil statements thereon.
11. Any other work which will be incidental to the above and as directed by the Officer-In-Charge.
12. The items required to be served in the Canteen and Cafeteria are indicated in Annexure as Menu list, along with their estimated pricing.

The essence of this contract will be preparation of clean and nutritious food in the Cafeteria inside ICTS Campus and serving them under good hygienic conditions at all prescribed hours as per a Menu which will be



provided by Officer-in-Charge / Supervisor. The contractor's responsibilities in addition to serving clean and hygienic food/beverages and keeping the surroundings and utensils/equipment clean will be, deploying qualified, well trained, disciplined, neat and well dressed (in uniform) personnel at different levels as are necessary for efficient operation of the canteen.

ANNEXURE -B

PROFILE OF EXPERIENCE IN THE CATERING & HOSPITALITY SERVICES

(PLEASE ATTACH ADDITIONAL SHEET, WHEREVER NECESSARY)

1. Name and status of the Proprietor / Director/ Partner :
2. Qualification :
3. Average age of the work men :
4. Catering & Hospitality Experience in Medium / Large Research Establishment / Large Residential Public School/Big Multinational company :
 - Position held :
 - a. Reasons for leaving :
 - b. Length of service and designation in :
each post (*attach additional sheet, if necessary*)
 - c. Do you have experience of running a system similar to tender. If yes, please give details :
5. a) Do you have a control room which is open round the clock? :
If yes what is the Name, phone No./Mobile No. & the level of person manning it
- b) In case of a sudden accident, fire or any emergency, what support in terms of resources your organization can provide? :
6. Have you provided All Risk Policy, Employees Liability Insurance, etc. in any of your contracts? If yes, give details. :
7. If you think you have expertise in the work put to tender, please give a brief write up on that. :



8. Any other information :

Signature :

Name :

Designation :

Name & Address of the company with
Seal :

Date :



ANNEXURE – C

SCHEDULE OF EXPERIENCE OF LAST FIVE YEARS

Please furnish list of firms/offices where you have undertaken similar jobs (please use additional sheets, if necessary)

SL. No.	Name of the Company with full Address	Period		Contract Value (Rs.) Contact person & phone Nos.
		From	To	
Signature				
Name				
Designation				
Name of the company				
Date				
Seal of the company				



ANNEXURE – D

SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

--

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications / Commercial terms and conditions of this tender. (State NIL if no deviation is envisaged.)

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	



ANNEXURE - E

STATUTORY OBLIGATIONS:

The selected contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules/changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfil these statutory obligations. The successful bidder shall indemnify/is deemed to have indemnified ICTS against all such liabilities which are likely to arise out of the contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all contractors to cover all their employees/workmen by this tender with these cover/benefits.

1. The Contract Labour (Abolition & Regulation Act, 1970):

The selected contractor shall obtain and produce a license from the Labour Commissioner's office (Central). They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

2. Payment of Wages Act:

It is necessary that the contractor's employees are paid their wages payable for one month of working by 7th of the succeeding calendar month. The contractor will receive payment from the Centre only after he has disbursed in full the wages payable to his employees and submitted the proof of the same. The wages shall be distributed in ICTS premises and the Accounts Officer or one of the representatives from the Centre will be nominated to witness the disbursement of the wages, and sign the disbursement report or else it shall be disbursed directly to the employee's account.

3. Provident Fund Act:

The selected bidder shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be by contribution from the successful bidder as indicated in Annexure B. Proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act.

4. Employees State Insurance Scheme:

The successful bidder shall cover all their employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

5. Minimum Wages Act:

The successful bidder shall pay well above the minimum wages to each of their employees. Such rates shall be the rate implied or agreed between ICTS and the contractor.

6. Workmen's Compensation (ELI):

All employees/workers shall be covered for injury/death under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the contractor to cover all employees/workers employed by the contractor in ICTS. ELI premia is of the order of 3% on salary + DA as per the statutory laws and amendment.

7. Payment of Bonus Act, 1965:

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant accounting year shall be paid bonus. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year. Bonus shall be paid every year one week before Diwali.

8. Karnataka Labour Welfare Fund Act, 1965.

9. General :

Contribution towards PF, ESI & ELI shall be reimbursed to the contractor only in succeeding months on submission of proof of having paid the premium/subscription. Premia towards ELI shall be paid to the contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/contribution/subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the contractor shall promptly inform ICTS, which will suggest ways and means to put such unpaid amounts to proper use.



INFORMATION TO TENDERERS

The Tender shall be evaluated under 2 (Two) Bid System

- a. Techno-Commercial Bid
- b. Financial Bid

Technical Evaluation shall comprise of

Sl. No	Particulars		
I	Pre-Qualification checklist – vendor to qualify in all the prerequisites with sufficient proof.		
A	Registration Certificate of the firm	Y/N	
B	PAN NUMBER / Service Tax Registration Certificate.	Y/N	
C	Latest solvency certificate issued by the bank.	Y/N	
D	PF, ESI registration copies.	Y/N	
E	Acceptance of all terms and conditions, tender document and all Annexures duly signed on all pages	Y/N	
F	Any technical deviation indicated? If so, are they acceptable to ICTS	Y/N	
G	EMD enclosed	Y/N	
H	Does the vendor meet the previous minimum work experience criteria?	Y/N	
I	Provided All Risk Policy, Employees Liability Insurance, etc. in any of your contracts	Y/N	
J	Does the manpower deployment meet the minimum requirement indicated?	Y/N	
K	Does the firm meet all the above minimum criteria to evaluate further?	Y/N	



II	Evaluation of Vendors – Vendors having maximum experience and highest work order values among bidders will be given maximum marks. Vendors meeting the minimum requirement will be given minimum marks and additional experience and value of work orders will be given pro-rata marks. . More weightage pro rata will be given for agencies having more experience, contract value and performance certificates.	Min. Marks	Max. Marks
A	5 years' essential experience in providing Catering Services in a reputed Organization and list of works on hand (pl. enclose documentary evidence)	20	30
B	The contractor should have executed a minimum 3 (three) works contract value of each, not less than Rs. 31.00 Lakhs or 2(two) works contract value of each, not less than Rs. 47 Lakhs or minimum 1(one) work contract value not less than Rs. 62 Lakhs in the last five year period. Order Copy and work completion certificate should be enclosed.	20	30
C	Minimum 2 (two) Performance Certificates from two existing clients after 01/01/2022.	20	30
D	Proposed staff as per tender conditions.	10	10
	TOTAL MARKS	70	100

Name :

Seal of the company :

Designation :

Date :

Signature :



ANNEXURE – F

PRICE BID

1. Name of the firm along with Registration No. :
2. PF Registration No. :
3. ESI Registration No. :
(copies to be enclosed)
4. Registered address of the firm :
5. Status of the firm (tick what is relevant) : (Co-operative, Proprietary, Partnership, Private Ltd.
Public Limited Co., etc.,)
6. No. of employees proposed to be deployed for running the contract and Deployment Pattern
 - a) For estimated quantities as in Annex. A.
 - i) Cashier cum Storekeeper :
 - ii) Cook :
 - iii) Asst. Cook :
 - iv) Helper / MPW :
 - v) Stewards / Waiters :

Monthly salary & other contributions payable to each worker /employee under:

- a) The Minimum Wages Act and other statutory provisions (and requirements as enumerated by ICTS in these documents and as applicable) in force as on date (indicate with break up in the columns below).
- b) You propose to pay (please indicate in column furnished in Table B below).

The percentage of salary (Sl.No.1 in Table-B below) to be paid by the Contractor for various statutory benefits are listed below indicating percentage to be paid by the Contractor, the part to be collected from the employee, and total.

TABLE A

<i>Sl.No</i>	<i>Statutory Benefits</i>	<i>% to be collected from Employee</i>	<i>% to be paid by the Contractor</i>	<i>Total %</i>
1	PF	12	13	25
2	ESI / General Health Insurance (equivalent amount)	0.75	3.25	4
3	Bonus	-	8.33 *	8.33 *
4	ELI (Workman's Comp)	-	3	3

*Subject to maximum of Rs. 7000.00 per annum. The eligibility limit for payment of Bonus from the Salary or Wage of Rs.21000/- per month as per Section 2 (13) of Bonus Act, 1965.

Total bid amount per month inclusive of all taxes and duties as per Scope of Work and other details as contained in the tender document (please furnish in table below based on scope of work as shown in Annexure – A):

TABLE – B

No.	Description	Cashier cum Storekeeper	Cook	Asst. Cook	Helper	Waiter
1	Salary (Basic + VDA) * 26 days					
2.	Bonus (8.33% of Rs 7000 PM)					
3	Leave Salary (max 6% of salary)					
4.	Uniform PM (max 600)					
5	Washing charges PM (Max 100)					
II. Amounts payable by the contractor for statutory payments						
6.	PF					
7	ESI / Group Health Insurance					
8	ELI (Workmens' compensation)					
III Amount Payable to the contractor						
9	Supervision & Administrative expenses					

10	Subtotal per employee					
11	No. of employees proposed					
12	GST @					
13	Total Rs (per month)					
14	TOTAL (Rs.) per annum					
15	Total amount quoted per Annum	Rs.				
16	Total in Words (Rupees					

Total Monthly Rate in respect of the following:- Rate for one man day under each category

Sl. No.	Description	Requirement of manpower as estimated by the bidder	Salary per man day	Rate per month in Rs. (including all duties taxes)
A	<i>Cashier</i>			
B	<i>Cook</i>			
C	<i>Asst. Cook</i>			
D	<i>Helper</i>			
E	<i>Waiter</i>			

Specify designation and experience in the field with level for each column

- i. Please specify and attach separate sheets, if necessary*
- ii. All efforts have been made to indicate our requirement. However it is the responsibility of the contractor to fulfil the scope of work as per our requirement without any extra cost. Therefore adequate care must be taken before bidding to ensure that all items are covered.*
- iii. In order that the bidders have a clear idea, it is important that the prospective contractors visit ICTS to see the area and work and have discussions before submitting the bids.*
- iv. Please submit the Deployment Pattern of the above mentioned Staff.**

All amounts in Table – B to be indicated in figures. In the event of any discrepancy/erasures only the lowest figure will be considered. The contractor shall quote salary, supervision & admin. charges,(Sl.No. 1, 12 & 13 above) and the rest are either percentages of salary or fixed as indicated herein.. The contractor shall supply 2 sets of uniform within a month of award of contract and two fresh sets will be issued if the contract is renewed beyond one year i.e. by the 13th month if renewed for 2nd year. The uniform charges will be reimbursable on



submission of claim with a bill supporting procurement and issuance proof whereas the washing charges to be paid every month with the wages.

The monthly and periodical premia/subscription on all the above shall be paid by the contractor and the quantum to be paid by the employee shall be collected from each employee by the contractor or deducted from their salary. The quantum of leave salary maximum 6% of the basic salary salary respectively.

The statutory benefits, uniforms, etc. listed above are comprehensive. It is incumbent on the contractors to include any statutory or safety precautions, benefits, etc. as prevailing under various statutes and to claim premia or costs thereof under Sl. No.11 “any other” and indicate details thereof or separately. (pl. attach additional sheets, if necessary).

Signature, Name, Address and
Seal of the proprietor / Managing Partner etc.

Name:

Seal of the Company:

Designation:

Signature:

Date :



UNDERTAKING (To Be Given on Rs. 100 Non Judicial Stamp duly Notarized)

The undersigned certify that I have gone through the terms and conditions thoroughly mentioned in the tender document & its corrigendum if issued and undertake to comply with them and will abide by it.

The rates quoted by me are valid and binding upon me for the entire period of contract.

The earnest money of Rs. _ to be deposited by me has been enclosed herewith vide Demand Draft no. _ , Dt. _ drawn on bank Branch .

I/We give the rights to ICTS TIFR Authorities to forfeit the earnest money deposited by me/ us if any delay occurs on my part for Security coverage services at ICTS, Bangalore.

There is no vigilance / CBI case or court case pending against the firm and also no other case is pending regarding any statutory dues like EPF, ESI, Minimum Wages, Service Tax etc.

I hereby undertake to provide manpower as per directions given in the tender document.

I undertake to abide by all the statutory rules and regulations applicable with respect to my employees deputed under the tender document.

I agree to indemnify/keep the Institute indemnified from and against all proceedings, claims, losses and expenses arising out of this tender or resulting from the services under this tender including

(i) any claims made by the contract employees against the Institute claiming employment with it or in respect of matters

which pertain to the employment with the contractor or its terms

(ii) any act of omission on the part of the contract employees or the contractor leading to violation of any law, rule or regulations and

(iii) any claim by any authority .

In the event the Institute has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, I shall pay such claims, damages and expenses and even if the Institute is called upon to pay,

such damages and/ or penalties and / or costs shall be recovered from the dues/amount payable to me or shall be paid by me on a demand from the Institute. I will cooperate with the Institute in case any proceedings arise and provide all assistance and support as required by the Institute including participation in the proceedings as a party. The indemnity clauses under this tender shall survive the expiration / termination of the tender.

I hereby declare that my firm/company has not been black listed in the past three years by any Govt. / private institution in similar type of operation i.e manpower services.

Signature of the tenderer



LITIGATION DETAILS (COURT CASES/ARBITRATION)

Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Signature and seal of Authorized Signatory of bidder



Certificate of Registration

No.
Date:
The Center Director,
International Centre for Theoretical Sciences
Tata Institute of Fundamental Research,
Sy No 151, Shivakote, Hessaraghatta
Bangalore 560089

Dear Sir:

I/We

who are established and reputed manufacturers/bidders of _____ having factories/works at (address) do hereby declare that "I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as per tender clause 6.4 of GCC. I/We hereby certify that we the undersigned Bidder are not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,

(Name)

(Name of manufacturers/ Bidder)

Note: This Certificate/Undertaking should be on the letterhead of the manufacturer/Bidder and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpriced bid.



Certificate for Local Content

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide Gol Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location (s) at which the local value addition made is /are as under:

- 1.....
- 2.....
- 3.....

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

•Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

• In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.



Manpower Detail Sheet

S No	Name of the Staff	Qualification	Designation	Years of experience/ Specialisation	Remarks

Signature with Seal & Date

FORM OF AGREEMENT

This Agreement made onthe day of of 2024 between International Centre for Theoretical Sciences (ICTS) of Tata Institute Of Fundamental Research (TIFR), Bangalore for the entering into work(s) for Annual contract for Catering and Hospitality Services Services at Campus (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s (hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :

(a) The Letter of Award;

(b) The said Bid;

(c) The General Conditions of Contract;

(d) Prequalification document

(e) Instructions to Tenderers and Specific Conditions of Contract;

(f) The Specification;

(g) The Price Bid

(h) Any other relevant documents referred to in this Agreement or in the aforementioned documents

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written .Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of ICTS TIFR-Bangalore

Binding Signature of Contractor

In the presence of

Witness (1) :

Witness (2) :



PROFORMA FOR PERFORMANCE BANK GUARANTEE
 (On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

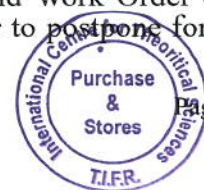
In consideration of the TATA INSTITUTE OF FUNDAMENTAL RESEARCH (hereinafter called "The TIFR") having agreed under the terms and conditions of Work Order Nodated made between ICTS -TIFR and M/s..... (hereinafter called " the said Contractor{s}") .for the work (hereinafter called " the said Work Order") having agreed to production of an irrevocable bank Guarantee for Rs(Rupeesonly), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Work Order, we..... (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the TIFR an amount not exceeding Rs. . (Rs only) on demand by the TIFR.

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TIFR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees..... only).

3. We, the said bank, further undertake to pay to the TIFR any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Work Order and that it shall continue to be enforceable till all the dues of the TIFR under or by virtue of the Work order have been fully paid and its claims satisfied or discharged or Purchase Officer on behalf of the TIFR certifies that the terms and conditions of the said Work Order have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the TIFR that the TIFR shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Work Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any



time or from time to time any of the powers exercisable by the TIFR against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Work Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the TIFR or any indulgence by the TIFR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the TIFR in writing.

8. This guarantee shall be valid up to, unless extended on demand by TIFR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months after the date of expiry or the extended date of expiry of this guarantee, all our liability under this guarantee shall stand discharged.

Signed and

sealed Dated the day of for
(indicate the name of Bank)

**

* (Note: The Letter of Intent shall form part of the Agreement)

