

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Plot No.36/P, Gopanpally Village, Serilingampally Mandal,
Ranga Reddy District, Hyderabad - 500 046, Telangana, India.

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Tender Reference No: TIFR/PD/190463/CF19-59

September 23, 2019

**TENDER FOR PROVIDING CATERING SERVICES TO TIFR HYDERABAD
CAMPUS AT GOPANPALLY, HYDERABAD**

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TENDER ISSUED TO:

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SIGNATURE OF THE OFFICER

SIGNATURE OF THE TENDERER ISSUING TENDER

NOTICE INVITING TENDER

Sealed tenders are invited by TATA INSTITUTE OF FUNDAMENTAL RESEARCH HYDERABAD from reputed, experienced & registered Contractors/ Organizations/Cooperative Societies having valid license under Contract Labour Regulation & Abolition Act, 1970 for providing Catering Services at our campus (adjacent to Central University of Hyderabad, Gachibowli), survey No. 36/P, Gopanpally Village Serilingampally (Mandal), Ranga Reddy District, Hyderabad on contract basis. The detailed tender can be downloaded from <https://www.tifrh.res.in/index.php/commercial-tenders/>

- i. **Estimated cost: Rs. 70 Lakhs per annum.**
- ii. **Tender cost: Rs. 500/-** to be paid by DD/ BC in favour of “**TIFR Centre for Interdisciplinary Sciences**”(non-refundable) and payable at Hyderabad to be enclosed with technical bid.
- iii. **Earnest Money Deposit: Rs. 1,40,000/-** in the form of DD/BC from a Nationalized/Scheduled Bank and drawn in favour of “**TIFR Centre for interdisciplinary Sciences Hyderabad**” and payable at Hyderabad to be enclosed with technical bid.

Date for downloading of tender documents:

24-09-2019 to 14-10-2019 upto 13.00 Hrs.

Last Date & Time for submission of tenders:

14-10-2019 by 13.00 Hrs.

Date for opening of Technical Bids:

14-10-2019 at 15.00 Hrs. at the above address.

No firm / organization is exempted from furnishing the EMD under any circumstances. Exemptions from Govt. if any, shall be accepted only subject to approval of Competent Authority.

Late and delayed tenders will not be opened and summarily rejected. The detailed NIT and tender document are available on our website: <https://www.tifrh.res.in/index.php/commercial-tenders/>

The Centre Director, TIFR Hyderabad, reserves the right to accept or reject the lowest tender or any tender in part of full without assigning any reason and his decision on all matters in this regard shall be final and binding.

(D. Hari Prasad)
Administrative Officer
TIFR, HYDERABAD

INSTRUCTIONS/GUIDELINES FOR TENDERERS

1. The contractor/ agencies meeting all the requirements should submit tender under two-bid system. Tenders in the prescribed format duly completed in all respects and supported by relevant documents/proofs should be submitted in two separate sealed envelopes duly super scribed as “ Technical bid ” & “ Price bid ” put together in a single large envelope superscribed as “Tender for Catering Services at TIFR Hyderabad Campus located at Gopanpally, Hyderabad - Due Date: 14-10-2019 by 13.00 Hrs.” addressed to Shri D. Hari Prasad, Administrative Officer, TIFR, Hyderabad – 500 046, and should reach by registered/speed post or be dropped at our security gate located in our campus office at Gopanpally, Hyderabad **on or before 14-10-2019 by 13.00 Hrs.**
2. The Technical bid will be opened on 14-10-2019 at 15.00 Hrs. by the TIFR Tender Opening Committee in the presence of the Tenderers or their Authorized Representatives, present if any. However the contractors should bring the authorization letter duly signed & stamped on their letter head for attending the Technical Bid Opening.
3. A demand draft for Rs. 1,40,000/- (Rupees one lakh forty thousand only) as Earnest Money Deposit (EMD) is required to be submitted in the envelope of technical bid.
4. The Price bids of only those agencies who qualify in the technical bid will be opened on stipulated date and time to be communicated at a later date.
5. All tenderers are advised to contact Shri D. Hari Prasad, Administrative Officer at 040-2020 3040, who would coordinate, for visiting the site and inspect the premises and also for acquainting themselves with the proposed work to be carried out before submission of their tenders during office hours with prior appointment.
6. If any information furnished by the agency is found to be incorrect/false at a later stage, the tender will be rejected and the firm will be liable to be debarred from tendering.
7. The TIFR reserves the right to accept or reject any or all the prospective applications in full or part thereof without assigning any reason whatsoever.
8. The tender form along with necessary enclosures duly filled in should be submitted in original on or before the due date and time. Price bid shall be submitted only in the format given by TIFR. Incomplete price bid, technical bid and deviation for the conditions stipulated in the tender are liable to be rejected.
9. Each page of tender document should be signed by the tenderers with rubber stamp of the firm affixed on each page.
10. Unsealed, conditional/email tenders and tenders without Earnest Money Deposit or not on the prescribed form shall not be entertained.

11. Tenders submitted without EMD shall be rejected summarily.
12. Rates offered should be mentioned both in figures as well as in words and offer should be typed or legibly handwritten. Over writing is not acceptable. The tender will be valid for a minimum of 180 days from the date of its opening.
13. The technical Bid shall be opened at 15.00 Hrs. on 14-10-2019 in the presence of tenderers or their authorized representative who may wish to be present at that time.
14. In case the date of receipt or opening of tenders is declared a Govt. holiday then the tender will be received/ opened on the next working day at the same time.
15. The tenderer may inspect the areas where the services are to be provided for assessing the work involved during office working hours with prior appointment.
16. The TIFR Hyderabad in public interest reserves right to accept or reject any or all tenders without assigning any reason and also to impose/relax any terms and conditions of the tender.
17. **The Tenderer/Contractor should submit all the relevant documents/information as mentioned in the Tender document. If any document/information is found missing at later stage, TIFR Hyderabad would not request for the same and such bids will be summarily rejected.**
18. **The Tenderer / contractor should submit their work completion certificates in the enclosed format only.**
19. Bidders after downloading the tender document are requested to please send an email to harid@tifrh.res.in giving their Full address, so that we can intimate you regarding the corrigendum / addendum to the tender document, if any.

SCOPE OF WORK/ CONTRACT

1. The scope of work includes providing catering services on a daily basis at TIFR Canteen situated at TIFR, Hyderabad. The services apart from the broadly defined works include providing breakfast, lunch, dinner at specified hours and tea/coffee/milk as well as snacks throughout the approved service time of the Canteen. Canteen Services should be provided to the entire satisfaction of the Institute.
2. The contractor shall be permitted to stock/store the items required for the purpose of carrying out the work in the TIFR Canteen. The Contractor has to keep the record of the stock item and should produce the details of available stock.
3. Items removed from the Store for day-to-day use shall not be left behind or scattered in the area of the Institute after the work is over.
4. **Products/Provisions to be used for cooking should have shelf life/within expiry date. Contractor should ensure this at most care to maintain good health and hygiene.**
5. For all issues related to the TIFR Canteen, the Contractor shall report to the member/s of the canteen committee or its representative. TIFR canteen committee/authorized officials decision is final.

6. The Canteen services are to be provided on all days as per the timing given below.

Sr. No.	Services.	Timings
1.	Breakfast*& Tea	07.30 AM to 10.30 AM
2.	Lunch*	12.30 PM to 14.30 PM
3.	Dinner*	19.30 PM to 21.00 PM
4.	Tea/Coffee/Machine Coffee/Juice/Noodles/ Omlette/Sandwich/ Biscuits/Snacks	Should be available throughout the day till the closure of the canteen hours

Note: The menu and pricing for Breakfast, Lunch and Dinner will be decided by negotiating with the LI Contractor by the canteen committee constituted by competent authority in TIFR*

Variations in the timings with the approval of the TIFR canteen committee may be allowed under special circumstances. If any emergency arises beyond the regular time for providing food need to be attended without fail by the contractor.

The Menu for Breakfast, Lunch, Evening Snacks and Dinner will be decided for week days by the TIFR Canteen Committee after awarding the contract.

7. The contractor should provide the Catering Services to TIFR, Hyderabad as per the above mentioned timings.
8. After the Dinner timings at 21.00 Hrs. the Contractor should ensure the cleanliness of the canteen, close the TIFR Canteen and leave the Office premises. No accommodation will be provided to Canteen Contractor/His Staff for any reasons. The contractor should ensure the operation of the canteen (in time) next day without any interruption.
9. The contractor should submit the acceptance in writing all the terms & conditions of the contract in the letterhead duly signed and stamped by the authorized person of the firm immediately against award of contract.
10. The agreement for the acceptance of the contract should be provided by the contractor to TIFR within 2 weeks against award of contract.

11. CLEANLINESS / PEST CONTROL:

- (a) The Contractor has to ensure that the canteen premises are to be maintained highly clean and highly standard hygienic on a day-to-day basis. The cleanliness and hygienic maintenance of utensils, kitchen, equipment, appliances, dining hall and sit out, all furniture, water coolers, glasses, water filters, is the responsibility of the Contractor. The Institute will appoint an agency to provide Pest Control Treatment in the TIFR Canteen. The Contractor has to get this work done by covering all the things with lids or other proper means and cleans the canteen more carefully, especially after the pest control treatment.
 - (b) Contractor should plan pest control activities for the canteen premises in advance after discussion with the pest control agency and notify subcommittee regarding closure of canteen on account of pest control at least 7 days in advance.
 - (c) The Contractor shall dispose-off all the empty containers, tins, plastic bags, boxes, crates, vegetable & food wastage, after segregating it (dry / paper & plastic / wet), in different containers / bins identified for such purpose, on regular basis. The Contractor should not allow accumulation of such items in the Kitchen under any circumstances.
12. The Contractor shall ensure that all the fittings, fixtures, furniture, buildings, appliances, etc. are kept properly cleaned and also ensure that all equipment are maintained in good condition at all times failing which the damage cost will be recovered from him.

13. Playing radio, mobile with speaker on, tape recorders, TV, etc. inside the TIFR Canteen is **STRICTLY PROHIBITED**. Cigarettes, beedies, pan and pan-masala, liquor, gutkha, tobacco, etc. shall not be sold or consumed in the TIFR Canteen.
14. The Contractor should ensure that the Canteen Facility is be cleaned thoroughly on every Sunday evenings without fail and it is mandatory.
15. **FACILITIES:**

The Institute will provide the following facilities and equipment to the contractor at free of charge.

 - (a) Kitchen and dining area with necessary furniture, fixtures, machines, equipment, utensils, etc.
 - (b) Electricity and Water. Both these are to be used conservatively; it should be ensured that taps are not kept open unnecessary, fans and lights are switched off when not in use.
 - (c) The Contractor has to maintain inventory of items provided by TIFR and upkeep of the utensils and other materials. Necessary Cutlery and Crockery, Water Cooler with aqua guard, Geyser, refrigerator, toasters, cooking vessels, serving utensils, tablespoons, teaspoons, gas-operated appliances, wet grinders, dish washer etc. If it is felt that some more items are necessary, the Institute may arrange to supply them. The Contractor will take charge of all the items and shall be liable to account for all the above items, furniture, fixtures, etc. kept in the TIFR Canteen.
 - (d) While breakages of some porcelain cups, saucers, plates, etc. may be unavoidable; the contractor should ensure that such breakages are kept to the bare minimum. The cost of breakages in excess of 10% over a year will have to be borne by the Contractor.
 - (e) The Institute shall not provide any accommodation for the workers engaged by the contractor.
16. **Food shall be prepared most hygienically, and high quality of food shall be served in the canteen.**
17. The Contractor's obligation include procuring & transporting to TIFR Canteen all good quality raw materials like oil, milk, pulses, grains, vegetables etc. All these raw materials are subject to check at any time by authorized representative of the Committee and can be rejected by him/her summarily if not found in order or of required quality. The Institute reserves the right to check quality of raw materials and to reject the material for any adulteration in foodstuff, bad quality.
18. Preparing food and beverages and serving them to the users during prescribed hours as per prescribed menu. In addition soft drinks biscuits etc. shall also be sold. Any new items to be sold shall be included only with the approval of the TIFR Canteen Committee.
19. The contractor should arrange and serve the Karachi Biscuits/Normal Biscuits/Snacks etc. to the Seminars/Conferences which will be held at TIFR on weekly basis.
20. The Institute shall provide empty gas cylinders of 19 Kgs. of HP and reimburse charges for **12 cylinders per month**. Supply of filled cylinders has to be obtained by the contractor from the HP dealer with whom we are registered. If consumption of gas goes above **12 cylinders per month** then additional expenditure has to be borne by the contractor.
21. The consumption of raw materials, gas and other fuel should be optimum to avoid any undue wastage of food and fuel.

22. The Contractor will be responsible for ensuring full satisfaction of the students, guest, faculty, officials and other users of the Canteen also should avoid wastage of materials as much as possible. The Authorized staff will carry out assessment of consumption of materials and the Contractor will be appropriately fined or penalized for any careless wastage of the materials.
23. The Contractor shall **use good quality branded goods**, raw material, and ingredients for preparing the food items and they should compulsorily have certification of **Food Safety and Standards Authority of India (fssai)**. The members of the designated Canteen Committee of TIFR, Hyderabad will be overseeing the activities for strict compliance of rules and to ensure quality of material being supplied in the canteen. The brand names must be communicated to the canteen committee before using it in the Canteen. Unbranded goods will not be accepted and use of items of inferior quality should be strictly avoided at all costs. The Contractor shall be responsible for any untoward incident that happens due to poor quality of food items, raw material, etc.
24. The Contractor will not use the canteen facilities for any purpose other than that stated in the scope of work defined in this tender. If such things are noticed by any one of the canteen members or users of the canteen, the contract shall immediately be either suspended or terminated, or the Institute may impose a suitable fine, as per the decision of the Canteen Committee /Centre Director, TCIS, Hyderabad.
25. **ASSIGNING & SUBLETTING:** Assignment or subletting of this contract is strictly prohibited and shall result in termination of the contract with immediate effect without any compensation.
26. There should not be any upward price revisions during the contract period other than the contract terms & conditions.
27. There should not be any upward price revisions during the contract period other than the contract terms & conditions.
28. *The menu for breakfast, lunch, dinner and snacks will be prepared from the approved master menu list on weekly/monthly basis and the same should be implemented. The itemized menu with rates should be provided by the successful contractor after award of contract.*
29. *The contractor should be able to prepare vegetarian and non-vegetarian items of North Indian and South Indian Dishes.*
30. **SCHEDULE OF RATES AND COLLECTIONS:** The contractor on award of work shall collect the amount for the menu items decided by the TIFR committee directly from the staff members. Item should be sold purely on payment of cash or on debit of prepaid card to be issued by contractor at their own cost. No credit to be allowed by the contractor and TIFR will not be responsible for recovery of any such credits given to staff members.
31. **MANPOWER**
- (a) The Contractor shall provide a Manager/Supervisor - 2 No's., Head Cooks – 2 No's, Assistant Cooks – 4 No's, Cleaning people inside the kitchen – 3 No's, Serving/Catering People – 4 No's and other staff for efficient operation of the Canteen Services at TIFR Canteen under this Contract. The number of staff of different category to be employed for smooth running of the canteen will be maintained at its optimum. Under-staffing or over-staffing will not be permitted. Any re arrangements within the permitted staff strength must be approved by the canteen committee of TIFR, Hyderabad from time to time. The above No. of proposed Man Power mentioned is minimum requirement and may need to be increased depending on the requirement of TIFR.

- (b) The Contractor should provide well-trained, disciplined, clean, hygiene and experienced manpower; and while on duty, all of them will be dressed in neatly maintained uniform. The Contractor shall be responsible to provide replacement manpower to offset absence for any reason. The contract workers will be wearing Head Gear, Apron, and Gloves while serving the food at the canteen.
 - (c) The Man Power Management/Deployment regarding working hours of the above staff is as per statutory requirement and is the sole responsibility of the Contractor. TIFR is not responsible for the working hours as per labour law.
 - (d) The contractor should provide the Man Power list along with ID & Address Proof. The contractor should ensure the same Man Power in daily operation of canteen. Frequent change of Man Power will not be allowed by TIFR.
32. The workers detailed by the Contractor at the premises of TIFR Canteen, for all purposes shall be the employees of the Contractor and shall be under his exclusive control and supervision. They shall, accordingly be dealt with and subject to the following conditions:
- a) The Contractor shall be responsible for selecting the workers and detailing them to carry out the Canteen work. In case, Institute specifically objects to the posting of a particular person for performing duties at its premises, the contractor shall make immediate arrangement to replace such persons within 24 hours of being intimated.
 - b) The Contractor shall not transfer any of his workers without consultation with TIFR Canteen Committee.
 - c) The Contractor shall comply with all the lawful directions and instructions concerning Canteen services given by the designated subcommittee from time to time.
 - d) Replacement of staff in case of absence / leave to be provided by contractor immediately. In case of replacement of any of the workers, the Contractor shall be responsible for giving necessary training/instructions to the new worker to enable him to work efficiently.
 - e) The Contractor or his Manager/Supervisor shall be available in the premises of TIFR during the working hours to meet the designated canteen committee or its representative for taking necessary instructions, if any, and to supervise the contract workers under him.
 - f) The Contractor shall ensure regular and punctual attendance of his workers in the format provided by the TIFR administration and further ensure that his workers perform their duties efficiently, diligently and to the full satisfaction of the Institute. The Contractor shall not employ any person who has not attained the age of 18.
 - g) Misbehavior by any of the Contractor's workers staff in the Institute's premises, while on duty during the working hours or while off duty outside the working hours will be viewed seriously. If the incident involves loss to the institute, due to theft or attempted theft, penal deduction is liable to be imposed on the Contractor, as deemed necessary to make good the loss, by the TIFR Competent Authority on the recommendation of canteen committee.
33. The contract will be initially for one year if required, may be extendable every year for a maximum period of 3 years based on performance with same service charges / administrative charges.
34. The service covered by the contract should be carried out on all working days, holidays and on Saturdays and Sundays during the period as per the schedule given in writing by the TIFR or an Officer nominated by them.

35. **Maintaining the Records**
- (a) The Contractor shall maintain register of persons employed on work on the contract.
 - (b) The Contractor shall maintain a muster roll register in respect of all workmen employed by him on the work under contract.
 - (c) The Contractor shall maintain a wage register in respect of all workmen employed by him on the work under contract.
 - (d) The Contractor shall maintain Stock Register.
 - (e) The Contractor shall have to maintain all the records and registers as may be required under existing, future labour laws and rules, framed there under or under any other statutory provisions, from time to time. Such of the records/registers shall be made available for perusal/inspection by TIFR authorities or by any other statutory/competent authority as and when required.
 - (f) Contractor should also maintain stock register of the all items purchased and expiry date or best before date shall be mentioned against each item. No expired inventory will be acceptable in the store by TIFR-H and they should be disposed off immediately.
36. In case of the performance not being satisfactory, the contract shall be terminated by giving one month notice and the security deposit will be forfeited.
37. This is the contract of catering services. The parallel contract may be considered depending upon the anticipation of TIFR requirement for satisfactory performance and efficiency for smooth functioning of the organization if the prices are lower. TIFR may have right to counter offering prices falling within the reasonable band. However TIFR have the rights to fix the Contract with more than one contractor with the reasonable rates based on their experience and efficiency for smooth functioning of the organization. In fixing parallel contract with other agency and rates the decision of TIFR is final.
38. The successful contractor should serve the TIFR, Hyderabad for a minimum period of 1 year with a quality services as per the tender clauses. After one year if the successful contractor wants to exit the TIFR contract then should well intimate with a advance notice of 3 months duration.
39. **INDEMNITY BOND** : The Contractor shall, by way of executing a bond on non-judicial stamp paper of appropriate value, indemnify the Institute against any loss, damage or liability arising out of any action, suit, dispute, claims, demands, or statutory Act, brought on or made against the Institute by Contractor's workers or any other person or any other agency, in connection with the work or in respect of any matters, thing done or committed to be done by the contractor in the execution of, or in connection with works, notwithstanding that the contractor took all reasonable, proper and necessary precautions against any loss or damage, ensure that such event will not affect the work and the Institute in any way. The indemnity given by the Contractor as aforesaid shall extend to making good all claims and demands arising out of losses/damages to property of every description and kind, the infringement of any legal right as well as injury or accident to any person, resulting in death or otherwise. The format of indemnity Bond enclosed as Annexure-VIII. Original Bond is to be submitted directly to our Accounts Section with copy of the same to be given to the canteen committee.
40. **Termination of Contract**
- (a) In case of non-compliance of the terms and conditions of the contract, the contract shall be terminated forthwith without notice and security deposit shall stand forfeited.
 - (b) In case of unsatisfactory performance, the contract shall be terminated with one month notice and security deposit forfeited.

41. Store shall be under the contractor's custody until the contract completion. Items removed from the Store for day-to-day use shall not be left behind or scattered in the area of the Institute after the work is over. There should not be any claim for loss, damage etc. of any item or material. On termination or discontinuation of the work, the contractor will have to vacate the place allotted to stock/store his materials and hand over the vacant possession to the authorized official of the Institute forthwith in good condition and withdraw his workers from the Institute premises. However, the Contractor shall be allowed to take away his own items from the premises only with the permission of the Institute on a gate pass issued by the authorized official after establishing proof that the items proposed to be taken away are Contractor's property.

ELIGIBILITY CRITERIA FOR TIFR CATERING SERVICES

1.1 General Descriptions:-

1. The bidders for this contract will be considered only from those firms (proprietorship firms, partnership firms, companies, corporations), who meet requisite eligibility criteria prescribed as under.
2. The bidders found to have a conflict of interest in this tender process shall be disqualified. Bidders shall be considered to have a conflict of interest, if:
 - a. Submit more than one tender for the work.
 - b. If bidders in two different tenders have controlling shareholders in common.
 - c. If bidders have common partner/s
 - d. If bidders having any family relation with the any employee of TIFR.
3. A firm, who has purchased the tender document in their name, can submit the tender as an individual firm only. Tender from Joint Ventures/Consortiums of firms is not allowed.
4. The Bidder must not have been blacklisted or deregistered by any central/state government department or public sector undertaking of Govt. of India & State Government during last 5 years and such black listing is not in force on the date of submission of bid. Self-declaration in this regard may be submitted along with the tender.

1.2 Minimum Eligibility Criteria :-

1. **Experience:** - The bidder will be qualified only if they have **Similar Work** experience during last **Five (05) years** preceding from **31st March 2019** and should have experience of completing Catering services in Central Government / Autonomous bodies / Research organizations/ reputed private sector companies with One similar contract of value more than Rs. 56 lakhs

OR

Two similar contracts of value more than Rs. 42 lakhs each

OR

Three similar contracts of value more than Rs. 28 lakhs each

Note: The aforesaid works should have been executed and completed during last 5 years. All the work completion certificates should be enclosed with the tender.

Similar Works Experience:- Past experience and satisfactory completion means provisioning of **Catering** in the **last Five (05) years** (Reckoned from preceding years from **31.03.2019**) for the Departments of the Government of India/ Any State Government /Statutory Bodies/ Autonomous Govt. Institutions /Govt. Universities / Public Sector Banks or Local Govt. Bodies / Municipalities/ PSUs.

2. **Financial Criteria:** The bidders will be qualified only if their average annual turnover over for **last three (03) audited financial years** from providing of Catering Services” is not less than **Rs. 70 Lakhs. (Only Summary of Annual Turnover Certified by CA, to be enclosed)**
3. **Solvency certificate** : Solvency certificate of an amount not less than (Rs. 28 Lakhs) issued by a national bank within the last (six months) to be attached.
4. **Registration under Provident Fund:** The bidders will be qualified only if they are registered with **Provident Fund Office**. Bidder has to submit attested copy of the certificate of PF registration.
5. **ESIC Registration:** The bidders will be qualified only if they are registered with ESI. Bidder has to submit attested copy of the certificate of registration with **Employee State Insurance Corporation**.
6. **Goods & Service Tax Registration:** - The bidder must have a valid GST registration under the relevant act. Bidder has to submit attested copy of the certificate of registration under GST Act.
7. **Registration:-** Statutory Registration under Shop Act License certificate/Company Act/ Certificate of Incorporation (As the case may be)
8. The bidder/contract should submit a valid NSIC / MSME certificate for exemption of tender fees/EMD.

EVALUATION CRITERIA FOR TIFR CATERING SERVICES BASED ON QUALITY CUM COST BASED SELECTION (QCBS)

The evaluation committee will be constituted by the TIFR to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to or all aspects of the Technical Qualification & Evaluation criteria.

- a) Financial Proposals will remain unopened for those Agencies which fail to meet the minimum technical criteria.
- b) Financial Proposals shall be taken up only with that firm/company who meets the technical criteria.

Tender Evaluation:

The technical evaluation carries weightage of **50% of Stage-I score & financial evaluation carries weightage of 50% of Stage-II score** at final combine scoring of the bidder.

Stage-I: Technical evaluation of Proposals: (Maximum Marks=100), Weightage=50%

On the first stage, the technical proposal will be evaluated on the following criteria. Only those applicants whose technical proposal scores minimum **50 Marks** out of **100 Marks** shall be considered for opening of Financial Bid. Maximum marks assigned for different evaluation criteria specified bellow:-

Sr. No.	Description of Technical Evaluation Criteria	Maximum Marks
1	Average annual turnover in Rs. over for last Three (03) audited financial years for FY 2016-17, FY 2017-18 & FY 2018-19 from "Providing of Catering Services" Certified by chartered accountant a) Turn over ≥ 70 Lakhs < 100 Lakhs : 05 Marks b) Turn over ≥ 100 Lakhs < 140 Lakhs : 10 Marks c) Turn over above 140 Lakhs : 15 Marks	15
2	Number of years in business from date of Incorporation Registration Certificate of Incorporation / Statutory Registration / Shop Act License certificate (As the case may be) – Period shall be considered from the date of incorporation/Shop Act Registration of bidding firm/ company. a) No. of Year ≥ 5 < 10 : 05 Marks b) No. of Year ≥ 10 < 14 : 10 Marks c) No. of Year ≥ 14 : 15 Marks	15
3	Client continuity (Min 3 years without break) in any Single organization/Institution 5 years & above – 05 Marks 3 to less than 5 Years – 10 Marks No Marks for less than 3 years	10
4	Site visit to the clients where the contractor is providing catering services. Good – 05 Marks Very Good – 10 Marks Excellent – 15 Marks	15
5	Site Visit of the existing kitchen (maintenance), where food is prepared Good – 05 Marks Very Good – 10 Marks Excellent – 15 Marks	15

6	Experience of providing satisfactory Catering services in any Central Government /Autonomous bodies/ Research organizations during last five years preceding from 31st March 2019 If Yes: 15 Marks If No : No Marks	15
7	Established Office in Hyderabad (Evidence of Address proof to be enclosed) and should be Operational from minimum 1 year If Yes: 15 Marks If No : No Marks	15
Total		100

The tenderer/contractor shall arrange the same place for Sr. No. 4 & 5.

Stage-II. Financial evaluation of proposals: (Maximum Marks = 100)

In the second stage the financial evaluation will be carried out based on, service charges of the agency, other charges etc. The authority will determine whether in the financial proposals are complete, unqualified and unconditional. The cost indicated the financial proposals shall be deemed as final and reflecting the total cost of services. Omission or mistake in calculation of obligator payments such as ESI, PF, HRA, and LWF etc. will be disqualified. The Financial Evaluation carries weightage of **50% Financial score** shall be ranked as per the score achieved by them from lowest to highest financial score.

Illustration for Financial Evaluation

Financial Evaluation will be done as per following.

Suppose there are four bidder A, B, C & D they are quoting their financial bid as under:-

The bidder may quote cost of different items as per BOQ of Financial Bid (Section-8).

During evaluation the **Total Offered Cost** of work shall be considered for evaluation.

S. No.	Name of the Party	Price Quoted by bidder (Grand Total Price in Rs.)-Financial Bid	Remark
1.	A	X1	
2.	B	X2	Suppose "B" quoted the lowest
3.	C	X3	
4.	D	X4	

The evaluation of score shall be as under:-

- $A = X2/X1 \times 100$
- B = Price quoted by B is the lowest, he will get full 100 mark
- $C = X2/X3 \times 100$
- $D = X2/X4 \times 100$

Stage-III. Combined Technical and Financial evaluation: Final score shall be calculated as under:-

Technical Bid and Financial Bid. $FST = (TS \times TW) + (FS \times FW)$

FS = Final Score in Total

TS = Technical Score

TW = Technical Weightage (50%)

FS = Financials Score

FW = Financial Weight age (50%)

Weightage for Technical and Financial

proposals. Technical (T) = 0.5

Financial (P) = 0.5

The agency will be finally ranked as per Combined and final weighted score & the agency which will score highest marks, shall be proposed for award of the work.

The evaluation will be done only on service charges (total services charges for workers and supervisors) quoted by the contractor.

TECHNICAL BID**Tender for providing Catering Services at TIFR, Hyderabad at Gopanpally, Hyderabad.**

Sr. No.	Particulars	Attached Yes/No	Page number at which document is placed (mandatory)
1.	Name of the Organization/Firm, location of Registered Office with complete address with Telephone/Fax Nos. and e-mail address. For outstation Agencies Address of Registered local branch office and contact Nos.		
2.	The bidder will be qualified only if they have Similar Work experience during last Five (05) years preceding from 31st March 2019 and the firm/ bidder should have experience in providing satisfactory Catering services in Central Government / Autonomous bodies / Research organizations/ reputed private sector companies with one similar contract of value more than Rs. 56 lakhs per annum OR two similar contracts of value more than Rs. 42 lakhs each per annum OR three similar contracts of value more than Rs. 28 lakhs each per annum should have been executed and completed during last 5 years. All the work completion certificates should be enclosed with the tender. And at-least one should be a running contract? If yes, then firm should attach with the technical bid, experience certificate in original or a certified copy (duly attested by a gazette officer with name and designation) issued by such Organizations not earlier than 3 months from the date of this tender.		
3.	Details of present contracts, clientele list with performance certificate for past 5 years from at least two reputed Clients		
4.	Financial resources, assets in terms of firm's property (fixed and movable) held.		
5.	Goods & Services Tax and Professional Tax Registration. (Copy of the same may be attached.)		
6.	Registration with the Labour Dept. of the Central Govt. (attach a copy of the Registration Certificate.)		
7.	Registration with EPF authorities (Enclose the copy of same)		
8.	Registration under Shops & Estt. Act (Enclose the copy of same)		
9.	Registration with ESI authorities (Enclose the copy of same)		
10.	Has the firm attached acceptance to the scope of work, terms and conditions etc. duly signed on all pages?		

11.	Details of EMD of Rs. 1,40,000/- in the form of Demand Draft/ Banker's cheque from a Scheduled / Nationalized Bank.		
12.	Average annual turnover during last 3 years ending 31 st March of previous financial year should be at least Rs. 70 Lakhs and should be certified by CA on their letterhead duly signed & stamped.		
13.	TAN & PAN of the firm		
14.	Solvency certificate of an amount not less than (Rs. 28 Lakhs) issued by a national bank within the last (six months) to be attached.		
15.	Income Tax returns for past 5 years.		
16.	Has the firm attached an affidavit in the prescribed format to the effect that it has never been black-listed.		
17.	Any other information		

Place:

Signature of Tenderer

Date:

Address.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. The contractor should provide passport size photographs of the workers working in this Institute along with their Bio-data and police clearance certificate.
2. All tenderers are advised to contact Shri D. Hari Prasad, Administrative Officer of TIFR who is the Coordinating Officer, for visiting the site and place where the canteen is running and also acquainting themselves with the proposed work to be carried out before submission of their tenders.
3. **Catering Supervisor & Worker:**
All the Catering Supervisor should have minimum qualification as given in Annexure and shall be able to read, write and speak English, Hindi and Telugu.
4. All the workers provided by the contractor should have also been trained in hygiene cooking of multi-cuisine recipes.
5. No accommodation or departmental transport will be provided by this Institute for the contractor's staff.
6. The entire administration of the Catering personnel will be the responsibility of the Contractor. The contractor will provide them the uniforms, liveries etc. at his own cost. The Catering personnel should wear uniform as approved by the Institute while on duty, compulsorily. The contractor will conform to all norms applicable to him under the ESI Act, EPF Act and Minimum Wages Act etc. and make payment of wages as per agreed rates.
7. TIFR, however, expect that the contractor's personnel while working in our campus will be totally loyal to the Management of TIFR and will not give any room for complaint. ***And they should wear uniform as approved by the Institute while on duty compulsorily.***
8. The names, parentage, residential address, age, etc. of the persons deployed should be submitted to this office before deployment.
9. For purpose of proper identification of these employees of the contractors deployed at various points, all the Worker/Supervisor should wear name badges and carry ID Card at the time of performing duty.
10. Shri D. Hari Prasad, Administrative Officer of TIFR or his nominee or the Catering Supervisor of TIFR shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that required number of persons are deployed and that they are doing their assigned duties.
11. The contractor is required to provide a field supervisor for monitoring and supervising the contractual staff and maintain the attendance register of the contractual workers deployed under the contract. He will also take instructions from the Shri D. Hari Prasad, Administrative Officer and accordingly issue necessary instructions to his supervisor workmen to carry out the work efficiently and smoothly without creating any problems.
12. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractors who resorts to canvassing will be liable for rejection.

13. If the contractor(s) selected for the work fails to sign the formal agreement within 15 days from the date of receipt of award of work or fails to take up the assignment or fails to commence the work on the date specified in the Award Letter, the Earnest Money Deposit amount of **Rs. 1,40,000/-** is liable to be forfeited.
14. The tenders will be valid for a minimum period of 180 days from the date of its opening.
15. The contractor shall pay the minimum monthly wages (Central) fixed by the Chief Labour Commissioner (Central), Delhi, Govt. of India, Ministry of Labour & Employment from time to time for workers under the Minimum Wages Act as applicable in Hyderabad.
16. **PAYMENT: The contractor should pay the wages to the contractual staff before expiry of 7th day of every month and claim for reimbursement. The bill/invoice should be submitted in duplicate supported by the Electronic Challans for ESI, EPF (duly certified by the contractor) and Bank details/statement duly certified by the bank for payment of wages along with the attendance register copy in proof of attendance, attested by the contractor in Original and countersigned by the contractor's Catering Supervisor and Administrative Officer of TIFR on each page along-with a certification of satisfactory performance, unless otherwise. Goods and Services Tax challan of the month for proof of remittance should be submitted for reimbursement in the following month bill.**
17. The contractor should submit your annual returns Online in the Shram Suvidha Portal of the Ministry of Labour is mandatory.
18. **The contractor should submit the wage bill/invoice for reimbursement as per details/table given below on his letter head latest by 10th of following month.:-**
 - a. Bill No. ____ **Date** _____
 - b. Name of the company:
 - b. Contract for _____
 - c. Award letter Number & Date:
 - d. **Date of commencement of the contract:**

e. Wage bill for the month _____ date _____

Sl. No.	Name of Worker	Emp l Code No.	EPF No.	ESI No.	@ Basic / Minimum Wage. As per GOI (C)	No. of days Work e d.	Total Wag e	Employee' s contribution		Take Home Salar y	Employer's Contribution		
								EP F 12 %	ESI 0.75 %		EP F 12 %	ED LI 1%	ESI 3.25%

Note: Deduction Schedule showing the individual details of deductions of EPF and ESI should tally with the wage bill.

19. The contract will be awarded for a period of one year which may be extended on same terms and conditions as are mutually agreed upon in second year based on the satisfactory completion of the previous year, the contract may be extended for the 3rd year on the same terms & conditions mutually agreed upon based on satisfactory completion in previous 1st and 2nd year contract. However, service charges / administrative charges quoted by the contract should be same as quoted in first years' contract.
20. Enhancement in Administrative/Service charges, on any ground will not be entertained during the tenure of the contract.
21. The contractor will be responsible for the administration of persons deployed by him.
22. The Supervisors/Workers engaged by the contractor should strictly follow the discipline/ rules of this Institute.
23. ***Contractor should quote reasonable service charges in Rupees per person per month taking into consideration the Income Tax TDS and GST TDS will be deducted as applicable and not 'Zero' or 'Nil'. If the service charges are found unreasonable the tender will be rejected without assigning any reason.***
24. The successful contractor shall issue identity cards/name badges to his workers duly signed by him. The identity card shall bear
 - i) Contractor's name and address
 - ii) Name of the worker
 - iii) Validity period etc
 - iv) Photograph of employee
25. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful activities, riot, or disorderly conduct, the contractor shall withdraw such person from the campus within 24 hours and he has to deploy new Labour in his place.

26. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contract Labour Regulation & Abolition Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect they shall without prejudice to any other liability pay to the TIFR, Hyderabad, a sum as may be claimed by TIFR.
27. The contractor shall keep the TIFR indemnified against all claims of whatsoever nature in respect of the employees deployed by the contractor and any financial or any other liability. In case any Labour of the contractor so deployed either during performance of the duty or removal, enters into dispute of any nature whatsoever, it will be the responsibility of the Contractor to contest the same, and TIFR will not take any responsibility whatsoever on the outcome of such disputes. The contractor shall be responsible for fulfilling all their statutory obligations towards the persons deployed under law, namely, under the Minimum Wages Act, P.F. Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act, etc. as applicable and amended from time to time. The contractor shall be responsible for deposit of employees and Principal employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at their own level and maintenance such record as per rules. They will be required to submit a copy of ECR (Electronic Challan Receipt) of the amount deposited on account of the statutory contributions along with the bill of subsequent month for reimbursement, failing which the payment of service charges of the following month will be with-held. The payment will be released to them towards their service charges after deduction of income tax or any other Government dues, after the submission of attested copies of Recovery Schedules and other statements in the required formats for all employees, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount for the period concerned before the reimbursement of the wages bill of staff is claimed. The contractor shall ensure that the cheques issued by them should not be dishonored under any circumstances. They will also arrange to open such EPF/ESI accounts of all the employees deployed by them. The successful Contractor if operating from outside of Hyderabad but having branch office in the city will have to obtain EPF/ESI sub-codes in Hyderabad within 2 months of award of Contract for administrative convenience. Any breach of the compliance of such formalities on more than two occasions during the currency of the contract shall invite action for imposition of penalty, apart from the cancellation of the contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Contractor.
28. The contract can be terminated on any of the following contingencies:
- a) On expiry of the contract period.
 - b) By giving one month advance notice by TIFR on account of:
 - i) Un Satisfactory performance of the contract (as per tender terms and conditions).
 - ii) Losses suffered by TIFR due to lapse on the part of the contractor/his supervisor/workers
 - iii) For committing breach by the contractor of any of the terms and conditions of contract;
 - iv) On assigning the contractor or any part thereof or any benefit or interest therein or there under by the contractor to any third person for sub- contracting whole or part of the contract.
 - iv) On violation of any Labour laws as per Contract Labour (Regulation

& Abolition) Act, 1970, as amended from time to time.

- v) On contractors being declared insolvent by the competent Court of Law.
 - vi) The contractor provides unsatisfactory services.
29. During the notice period of termination of the contract in the contingencies contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
30. It shall be the duty of the contractor to withdraw all the persons deployed by him on expiry/termination of the contract and will ensure that no person creates any disruption/hindrance or problems of whatsoever nature to TIFR.
31. **SECURITY DEPOSIT:** The successful tenderer will have to pay an amount of **Rs. 7,00,000/- (Rupees Seven Lakhs only) drawn in-favour of TIFR Centre for Interdisciplinary Sciences, Hyderabad** as interest free security deposit in the form of account payee demand draft/bank guarantee from SBI or any one of the nationalized banks in an acceptable form. Security Deposit should remain valid for a period of sixteen months from the date of commencement of Contract and would be released only after one month from the date of satisfactory completion of the contract.
32. EMD: EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD of the successful tenderer shall be returned to him on receipt of the Security Deposit or adjusted in the security deposit.
33. All payments will be reimbursed to the contractor by E- payment mode namely Electronic Clearance System (ECS); National Electronic Fund Transfer (NEFT), Real Time Gross Settlement (RTGS); net Banking by direct credit to the account of the beneficiaries, after completion of every month on submission of bills along with pre- receipt by the contractor. Any additional conditions incorporated by the contractor in the tenders are liable to be rejected.
34. Canteen materials ie. disposable plates/cups, cleaning materials(liquid soaps, detergents, Phenyl, etc) and Gas Cylinders used for cooking will be reimbursed to contractor on actuals per month with ceiling limits as detailed under:

1.	Charges for Disposable Materials per month (Paper Cups, Tissue Papers, Spoons, etc for Meeting, conferences, etc . However, it will be paid on actual on verification of stocks, register and bills. Maximum reimbursement shall not exceed Rs. 7,500/- month)	Rs. 7,500/- per month
2.	Charges for Cleaning Materials per month (Dish Cleaning material, Phenyl, etc. However, it will be paid on actual on verification of stocks, register and bills. Maximum reimbursement shall not exceed Rs. 7,500/- month)	Rs. 7,500/- per month
3.	Charges for Gas Cylinders of 19 Kg each used for cooking at actual price	Maximum 12 cylinders per month

35. Income Tax will be recovered from the contractor's monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to him as a proof of having deducted the tax.
36. The contractor should not allow his workers to conduct any union activities in the campus of TIFR.

37. The manpower deployed by the contractor are solely employees of the contractor & they have no right to claim for any compensation or regular appointment in TIFR and does not own any responsibility / liability whatsoever either for absorption / continuation or for regularization or compensation etc on whatsoever grounds and/or reasons. The contractor should provide a copy of appointment order issued by him to the workers.
38. All disputes arising from this contract in respect of personnel posted at TIFR concerning their wages or any other matter connected with their service conditions under relevant Labour Laws are solely and wholly the responsibility of the Contractor. The TIFR will be free from all encumbrances either from the Government or from any other sources.
39. In the event of any question, difference/dispute arising under this agreement or in connection herewith (except as to matters the decision of which is specially provide under this contract) the same shall be referred for sole arbitration of Centre Director, TIFR Hyderabad or his nominee.
40. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom, the matter is or originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the Centre Director shall appoint another person to act as arbitrator in place of the outgoing arbitrator in accordance with terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
41. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to TIFR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Workman's Compensation Act 1923, payment Wage Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the TIFR indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the TIFR shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
42. The arbitrator from time to time with the consent of all the parties enlarge the time for making (and publishing) the award.
43. The arbitrator may give interim award(s) or direction(s) as may be required.
44. Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made hereunder with any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

45. TIFR Hyderabad GST NO is: 36AAATT3951F2ZG. GST rule will be applicable with effect from 01.07.2017 as per GST regime. The applicable TDS /other charges if any as per GST rule will be deducted.
46. The contractor should submit a valid GST Registration document / certificate etc.
47. The TIFR will reimburse Goods and Services Tax (GST), payable, if any on the bill by the contractor to the authorities concerned and it will be the responsibility of the contractor to pay such an amount only if he is liable to pay GST under the relevant Act/Rule/Orders of Govt. of India/State Govt.
48. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances, liabilities of the contract shall be borne by the following on such terms and conditions, TIFR may think proper in public interest:
 - Legal heirs in case of sole proprietor
 - The surviving partners in the case of a partnership firm otherwise, TIFR shall reserve the right to settle the matter according to the circumstances of the case as it may think proper.
49. That the contractor shall ensure that the persons so deployed do not allow any property of the TIFR to be taken out of the premises without a Gate Pass signed by the designated officials of the Institute. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the gate pass will be intimated in writing to the contractor along with subsequent changes, if any. D. Hari Prasad, Administrative Officer, TIFR shall take necessary steps to ensure compliance and necessary action in this respect.
50. All the bills should be submitted on his letter heads, duly signed and pre-receipted.
51. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit shall be forfeited without any claim whatsoever on TIFR and the contractor is liable for action as appropriate under the extant laws.
52. No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
53. The Contractor shall provide replacement in case the Catering personnel engaged by the contractor are proceeding on leave. This will be at no additional expense to the Institute.
54. None of the Catering personnel engaged by the Contractor shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which penalty will be imposed as per rules. The employees should not be put in different shifts at other locations & they should not be employed by other agencies to do so also.
55. The Catering Worker and Catering Supervisors shall be normally required to work in two shifts basis. No Catering Worker/Supervisor will be allowed to perform double duty/on continuous basis unless authorized by the Officer/s of the Institute.
No Catering personnel of the Contractor/Agency shall work for more than 26/27 days in a month or as specified by Labor Laws. Paid weekly off is mandatory.
56. These General Terms and Conditions of the Contract shall be a part of the contract Agreement signed with the contractor.

**FORMAT OF AGREEMENT FOR CATERING SERVICES AT TIFR
HYDERABAD CAMPUS**

This AGREEMENT made on this _____ day of _____ between the Tata Institute of Fundamental Research, Hyderabad (an autonomous institution of Department of Atomic Energy, Government of India) of the ONE PART.

And

M/s _____ at _____ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the TIFR-H is desirous of giving a job contract for providing the Catering services at the TIFR, Hyderabad Campus located at Gopanpally, Hyderabad (hereinafter referred to as Institute) and whereas the Contractor has offered to provide the Catering services on the terms and conditions hereinafter stated.

WHEREAS the Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act.), 1970 and registered with DG (Resettlement) and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the TIFRH.

The contractor shall be solely liable for any violation of the provision of the said Act or any other Act.

WHEREAS TIFR has agreed to award the contract of work of Catering services as mentioned in the tender document.

AND WHEREAS the contractor has agreed to furnish to the Institute a security deposit of **Rs. _____/- (Rupees _____ lakhs only)**

_____) by way of account payee demand draft/bank guarantee from SBI or any one of the nationalized banks in an acceptable form in favour of TIFR Hyderabad

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES MENTIONED ABOVE, THE PARTIES HAVE AGREED TO AS UNDER:

I. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the TIFR shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Catering services, the contractor shall formulate the mechanism and duty assignment of Catering personnel in consultation with Shri D. Hari Prasad, Administrative Officer of the Institute or his nominee. Subsequently, the contractor shall review the Catering services from time to time and streamlining their cleaning system as advised by the Administrative Officer of the Institute. The contractor shall further be bound by and carry out the directions/instructions given to him by the Administrative Officer, Administration of the Institute or the officer designated in this respect from time to time.
3. Shri D. Hari Prasad, Administrative Officer of the Institute or any other persons authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Institute in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Administrative Officer of the Institute in case of any of the aforesaid acts on the part of the said person.

II. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall provide manpower for Catering services at TIFR Hyderabad Campus as detailed in Tender Document.
2. That for performing Catering duties, the contractor shall deploy persons as per the timings scheduled by the Administrative Officer of the Institute. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 40 years for Catering duties. Only properly trained Catering personnel of integrity and good conduct are to be deployed by the contractor.
3. That the Contractor shall submit details of the names, parentage, residential address, age, etc of the persons deployed by him in the premises of the Institute for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/Identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to TIFR and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act,

1970; Employees State Insurance Act, Workman's Compensation Act, 1923, payment of Wages Act, 1936. The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the TIFR indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the TIFR shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.

5. That the Contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at Institute Buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
6. That the contractor shall particularly abide by the provisions of Central Minimum Wages Act, 1948 with Rules framed there-under, as amended from time to time.
7. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of Institute.
8. The Contractor will ensure that payment of wages to the contractual employees is made by the 7th of every month and wage slips are issued to every employee. The contractor shall make payment to the workers by depositing the payment towards the wages in their bank accounts and submit the bank details to the office duly certified by the bank with the bill for verification. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour laws, having regard to the duties of TIFR in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions un-authorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employments, inspection and submission of periodical returns.
9. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall be as decided and be approved by Shri D. Hari Prasad, Administrative Officer of TIFR.
10. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of TIFR.
11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all

recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provision of Contract Labour (Regulation Abolitions) Act, 1970 as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the TIFR a sum as may be claimed by the TIFR.

III. TIFR Hyderabad OBLIGATIONS

1. That in consideration of the service rendered by the contract, the bills raised by the contractor and duly certified by the officer designated by TIFR in this regard will be reimbursed on monthly basis.
2. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by TIFR to the contractor.

IV. INDEMNIFICATION

1. That the Contractor shall keep the TIFR Indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case TIFR is made party and is supposed to contest the case, the TIFR will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to TIFR on demand. Further, the contractor will ensure that no financial or any other liability comes on TIFR in this respect of any nature whatsoever and shall keep TIFR indemnified in this respect.
2. The Contractor shall further keep the TIFR indemnified against any loss to the TIFR property and assets. The TIFR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

V. PENALTIES/LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the TIFR in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

VI. COMMENCEMENT AND TERMINATION

1. That this contract shall come into force w.e.f. against awarding contract to successful contractor and shall remain in force for a period of one year. This contract may be extended on such terms and conditions as are mutually agreed upon on satisfactory completion of contract during previous years.
2. That this agreement may be terminated on any of the following contingencies:-
 - a) On the expiry of the contract period as stated above.
 - b) By giving one month's notice by TIFR on account of
 - i) Un Satisfactory performance of the contract (as per tender terms and conditions)
 - ii) For committing breach by the contractor or any of the terms and conditions of this contract.
 - iii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the TIFR.
 - c) On contractor being declared insolvent by the Competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of the notice period.

It shall be the duty of the contractor to remove all the persons, deployed by him on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for TIFR.

VII. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is especially provided under this agreement) the same shall be referred to the sole arbitration to Centre Director TIFR, Hyderabad or his nominee.
2. The award of the arbitrator shall be final and binding on their parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the TIFR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modifications are there of from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date,
month and year first above written.

For and on behalf of
Tata Institute of Fundamental Research, Hyderabad

For and on behalf of the Contractor

WITNESS

1.

2.

AFFIDAVIT

I/We, (Name) ____

Contractor/ Partner/Sole Proprietor (Strike out word which is not Applicable) of the
(Firm) ____

do hereby solemnly affirm and declare that the individual firm/companies are neither blacklisted by the Union or State Government nor any Partner/Shareholder thereof is directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT:

Address: _

VERIFICATION:

Verified that the contents of above affidavit are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been kept concealed there from.

DEPONENT:

Place:____ Dated: _____

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner)

Audited Annual Turnover

S.No.	Financial/ Accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in INR)
1.				
2.				
3.				

Authorized Signatory with Seal

Note:

This Annexure – C should be certified by Chartered Accountant (CA) as per the format given above duly signed and stamped by the CA on the letterhead.

**DETAILS OF MANPOWER REQUIREMENT FOR PROVIDING CATERING SERVICES
AT TIFR HYDERABAD**

Total requirement of TIFR Hyderabad:

Sr. No.	Description of Personnel	Minimum No. of Personnel Required by TIFR on duty
1.	Head Cook(Minimum 4 Years of Experience in Preparation of North/South Indian, Chinese and other Multi cuisine food in a reputed institute or hotels)	2
2.	Assistant Cook (Minimum 2 Years of Experience in Preparation of North/South Indian, Chinese and other Multi cuisine food in a reputed institute or hotels)	4
3.	Cleaning Staff	3
4.	Serving/Catering Staff with good communication skill in Hindi or English	4
5.	Manager/Supervisor Experience: At least 2 years of Experience in Canteen Operation and Event Management	2

Note: The proposed man power mentioned above may be increased/decreased depending on the requirement of the TIFR. However the decision of TIFR official is final.

(Annexure – E)

(TO BE TYPED ON A LETTER OF THE AGENCY/CONTRACTOR)
(Cover Letter)

To
The Centre Director,
Tata Institute of Fundamental Research
36/P, Gopanpally Village,
Serilingampally Mandal, Ranga Reddy District
Hyderabad – 500 046

Sub:- Tender for providing for Catering Services at TIFR Hyderabad.

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We shall abide by the provisions of and pay wages/allowances as per DGR rates/ Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and other Allowances and any other statutory charges applicable from time to time. I/We will pay the wages to the personnel deployed as per DGR rates/ Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation. I / We shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from an omission on my/our part to adhere to and abide by the relevant provisions of law and statutory requirements including omission to make any statutory contributions or payments.

(Signature of the Bidder)
Name and Address of the Bidder
Telephone No

FORMAT FOR INDEMNITY BOND

(to be executed on Rs. 100 Non-Judicial Stamp Paper duly notarized)

Work Order No. _____ Dt. _____

In consideration of Tata Institute of Fundamental Research (TIFR) having office at survey No. 36/P, Gopanpally Village Serilingampally (Mandal), Ranga Reddy District, Hyderabad-500 046, hereinafter referred to as “The Institute”, which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assignors having awarded to M/s. _____ having registered office at _____, a firm carrying in such name and style the business of _____ (hereinafter referred to as “The Contractor “ which expression shall unless it be repugnant to the context or meaning; thereof, include its partner(s) / proprietor(s) for the time being or its surviving partner(s) or its heirs and executors, administrators and assignees, its successors and assignors) the contract for _____ and in compliance with the terms and conditions of the said contract.

We M/s. _____ being the contractor procure necessary insurance for all the personnel deployed and shall save harmless and indemnify the Institute in respect of:

- a. Any expenses arising from any injury or accident or death of workers hired for this work or damage to property of any third party.
- b. Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid.
- c. Any award of compensation or damages upon any claim as above.
- d. Any claim against the Institute by any member of the public or other third party in respect of anything, which may arise in respect of the works or in consequence thereof.
- e. Any claim which may be made upon the Institute whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or of common law in respect of any worker of the contractor/or their family member(s) or of his sub-contractor(s).
- f. Any costs, charges or expenses arising out of any claim or proceeding and in respect of any award of compensation of damages arising therefrom.

For and on behalf of M/s. _____

Date:

S E A L

Accepted By

for and behalf of TIFR, Hyderabad

PRICE-BID

DETAILS OF MONTHLY PAYMENT COMPONENTS FOR PROVIDING CATERING SERVICES TO TIFR HYDERABAD

(As per Minimum Wages Act Office of the Regional Labour Commissioner (Central), Hyderabad as applicable from time to time. Below Calculations are as per the Minimum Wages effect from April 1, 2019)

S.No	Payment Components	Head Cook Charges Per Head In Rs.	Manager/ Supervisor Charges Per Head in Rs.	Asst. Cook Charges Per Head In Rs.	Serving / Catering Staff Charges Per Head in Rs.	Cleaning Staff Charges Per Head in Rs.
1.	Basic Wages	16562.00	16562.00	15054.00	13598.00	13598.00
2.	Variable Dearness Allowance	1898.00	1898.00	1716.00	1586.00	1586.00
3.	Sub Total	18460.00	18460.00	16770.00	15184.00	15184.00
4.	Leave Wages @ 4.81% on S.No 3	887.93	887.93	806.64	730.35	730.35
5.	PF @ 13% on S.No 3	2399.80	2399.80	2180.10	1973.92	1973.92
6.	ESI @ 3.25% on S.No 3	599.95	599.95	545.03	493.48	493.48
7.	Bonus @ 8.33% on S.No 3	1537.72	1537.72	1396.94	1264.83	1264.83
8.	Total amount payable (3 to 7) including statutory payments	23885.39	23885.39	21698.70	19646.58	19646.58
9.	Service Charges on each person In percentage ---- (%)	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor
10.	Grand Total (8+9) in Rs.	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor
11	No. of persons	2	2	3	4	4
12	Total	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor
11	Add: GST @ _____	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor	To be filled by the Contractor
12	Grand Total (10+11)	A	B	C	D	E

Note: Service charges (%) to be quoted uniformly for all category of staff mentioned above.

Contractor should quote reasonable service charges in Rupees per person per month taking into consideration the Income Tax TDS and GST TDS will be deducted as applicable and not 'Zero' or 'Nil'. If the service charges are found unreasonable the tender will be rejected without assigning any reason.

Table

As per the requirement of TIFR, Hyderabad per month (to be calculated as per above table & to be filled by the contractor in following Table A for evaluation purpose. However the manpower may increase or decrease based on the requirement)

Description	TIFR Man Power Requirement	Total Cost per month in Rs.
Head Cook(HC)	02	Grand Total A from Minimum Wages
Manager/Supervisor(MGR)	02	Grand Total B from Minimum Wages
Assistant Cook(AC)	03	Grand Total C from Minimum Wages
Serving/Catering Staff(SS)	04	Grand Total D from Minimum Wages
Cleaning Staff(CS)	04	Grand Total E from Minimum Wages

Overall Financial Layout

Total Contract Value per month in Rs. To be filled by the Contractor	Total Contract Value per year in Rs. To be filled by the Contractor
Amount in Figure in Rs. To be filled by the Contractor	Amount in Figure in Rs. To be filled by the Contractor
Amount in Words. To be filled by the Contractor	Amount in Words. To be filled by the Contractor

1. The Menu and Pricing for morning Breakfast, Lunch, Evening Snacks and Dinner for week days will be periodically decided by TIFR committee and will be binding on the bidder during the tenure of contract.
2. The rates quoted above for manpower are as per the rates fixed by the Chief Labour Commissioner (Central) as circulated by office of the RLC (Central) Vidyanagar, Hyderabad and is subject to revision from time to time by the Govt. However the rates will be revised and paid as and when notification to the change of minimum wage is issued by the authority.
3. *The agency will be finally ranked as per Combined and final weighted score as indicated in the Technical Bid & the agency which will score highest marks, shall be proposed for award of the work.*

4. **Service charges on each person in percentage (%) will remain same till the end of the contract (3 years).**
5. The charges for disposal materials and charges for cleaning materials with a hike of @ 10% on Ceiling limits will be considered for 2nd & 3rd year, if extended beyond one year
6. All the rates quoted above are inclusive of GST
7. Deduction of Indian Income Tax Deduction at Source: The Deduction of Indian Income Tax Deduction at source (TDS) will be deducted as per IT Act. Also deduction of GST TDS as per the GST regime. The applicable taxes at the time of actual utilization of service etc. will be deducted if any.
8. The proposed Man Power mentioned in the tender may need to be increase / decrease depending on the requirement of TIFR.

SIGNATURE OF THE TENDERER

FORMAT OF WORK COMPLETION CERTIFICATE

1. Work order reference No. & Date :
2. Name of the Client :
3. Name of the Client with full address :
4. Scope of Works (Exclusively for Catering Services) :
5. Work Order Value : Rs.
6. Actual completed value : Rs.
7. Date of Completion of Contract :
8. Period of the contract :
9. No. of Man Power deployed by the contractor :
Exclusively for Catering Services

This is to certify that the details mentioned above are as per our work order and all the details mentioned are as per our records and found to be correct to the best of our knowledge and the Contractor M/s. XXXX have completed the transport contract to our full satisfaction in all respects by the contractor and we hereby recommend their services to other clients.

For Client Name

Authorized Signatory:

Name:

Designation:

Full Address Stamp & Date: