

## NOTICE INVITING TENDER FOR

# <u>"Providing Catering Services at Management Development Institute</u> <u>Murshidabad"</u>

Last Date for submission of filled tender at MDI Murshidabad: 31 May 2023 upto 15:00 hrs.

(Tender document is to be submitted in original in sealed covers, duly filled and signed in blue/black colour ink on all pages by Authorized Signatory with Company's seal stamped on each page).

Management Development Institute Murshidabad Kulori, Uttar Ramna, Raghunathganj. Dist: Murshidabad. Pin: 742235

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The bidders are requested to enclose an Index Table on first page of the Technical Bid along with enclosures giving details about - SI. No., Particulars, and Page Nos. from-to, so that during scrutiny of the documents no document is left overlooked by the Institute. Bidder Details Form should be enclosed after the Index Table.

# NOTICE INVITING TENDER FOR "PROVIDING CATERING SERVICES AT MANAGEMENT DEVELOPMENT INSTITUTE MURSHIDABAD"

MDI Society had established its second campus at Murshidabad in West Bengal in 2014 as MDI Murshidabad (MDIM) imparting quality management education, nurture talent, and groom them to become visionary leaders and game changers. The Campus was inaugurated by the then President of India, Shri Pranab Mukherjee in August 2014, with the simultaneous commencement of its flagship academic program, the Post Graduate Diploma in Management (PGDM), which is recognized by the All India Council for Technical Education (AICTE), New Delhi.

The Institute invites bids from the interested eligible and reputed vendors in "**Two Bid System**" consisting of **Technical Bid & Financial Bid** as mentioned hereunder, strictly in the format attached, for providing Catering Services at MANAGEMENT DEVELOPMENT INSTITUTE MURSHIDABAD CAMPUS for approximately 380 students, faculty and staff based on the requirements of the Institute from time to time i.e. should be innovating with Student-Centric approach and Technology, for a period of three years from the date of commencement of services. However, the bidder's performance during the year will be evaluated on completion of one year by MDI Murshidabad. On satisfactory performance the contract will be continued for the next year on mutually agreed terms and conditions. However, the Institute, at its discretion, at any time can alter/reduce/modify the scope of work without citing any reasons to the bidder/vendor.

Interested eligible bidders may submit bids in two separate envelopes duly super-scribed as "Technical Bid" and "Financial Bid" as per Financial Bid Proforma (comprising of Total 2 pages) respectively, and both these envelopes of the bids should be put in one big envelope superscribed NIT for "*Providing Catering Services* at Management Development Institute Murshidabad Campus".

Tender form can be downloaded from Management Development Institute Murshidabad website: <u>https://www.mdim.ac.in/tender</u> from 17 May 2023 onwards. Duly filled NIT document along with enclosures should be submitted in physical form through speed post /by hand latest by 31 May 2023 up to 15:00 Hrs at the address mentioned at Annexure-III. Any bid received beyond the last date and time for bid submission will not be accepted and will be summarily rejected.

(Registrar) Management Development Institute Murshidabad

#### Annexure - II

S.No.	Information	Dates
1.	Date of Publishing of Tender	17 May 2023
2.	Bid Document Download from	17 May 2023/ 11:00 hrs. onwards
	website	https://mdim.ac.in/tender
3.	Date/Time of closing of Tender	31 May 2023/up to 15:00 Hrs.
4.	<ul> <li>Date/ Time/ Place of Opening of Technical Bid</li> </ul>	31 May 2023/ 16:00 hrs. at MDI Murshidabad.
	• Date/ Time/ Place of Presentation by the bidder	Will be intimated in due course of time
	<ul> <li>Date/ Time/ Place of Opening of Financial Bid</li> </ul>	Will be intimated in due course of time
		(Bidders are requested to depute only one person to attend the above bid openings/presentation).
5.	EMD Amount (Interest free, Refundable to unsuccessful Bidder)	Rs. 2,00,000/- (Rupees Two Lakh only) to be paid through a Demand Draft or NEFT in favour of " <b>Management</b> <b>Development Institute Society</b> ", issued by any nationalized Scheduled bank payable at Jangipur/Raghunathganj. For NEFT: Bank A/C No.: 33987582978, IFSC: SBIN0012355, SBI Omarpur Branch. The DD/NEFT UTR No. should be attached with the application form, in the envelope of the Technical Bid, without which the bid would not be considered valid.
6.	Period of validity of Tender	180 days from the date of closing of Tender
7.	Address for query and communication	Deputy Administrative Officer Management Development Institute Murshidabad Kulori, Uttar Ramna, Raghunathganj. Dist: Murshidabad. Pin: 742235
		Contact no.: 9674727164/9674757164 (9.30 a.m. to 5.30 p.m. on working days Mon-Fri)
8.	Term of Contract	The contract shall be valid for a total period of three years from the date of commencement of services. However, the vendor's performance during the year will be evaluated/ assessed on completion of one year by MDI Murshidabad. On satisfactory performance the contract will be continued for the next year on mutually agreed terms and conditions.

## **INSTRUCTIONS FOR BIDDERS**

#### 1. Eligibility Criteria:

The bidders having following minimum qualification are eligible for bidding: -

- a) The bidder should be registered as a company in India as per Company Act 1956/2013 or a partnership firm registered under Partnership Act, 1932/ LLP Act, 2008 or a Proprietary Firm. The bidder should have operation for a period of at least five years as on 31/05/2023. The Certificate of incorporation should be attached along with the Technical Bid.
- b) The bidders should have executed a similar work in the last three years as on 31<sup>st</sup> March 2023.

Similar Work shall mean:

i) Running of Hostel Messes successfully in renowned Educational Institutions such as IIMs, IITs, NITs, AIIMS / Central Universities / State Universities / Deemed Universities / Renowned Private Educational Institutions / Universities or any Institute of National Importance.

ii) Running of executive canteen/Mess in large organizations / Institutional Canteens successfully in the State/ Central/ PSUs/ PSBs/Private Sector. Details of current and previous works to be provided in the given format attached in Annexure-XI of the Technical Bid.

- C) Must have achieved Average Annual Turnover of Rs. 6 crores during last three financial years' 2019-20, 2020-21 & 2021-22 and should be a profit making entity.
- d) Should be registered with the Income Tax department and GST departments.
- e) Should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other regulatory authorities including under the Contract Labour (Regulation and Abolition Act) and should be in compliance with applicable Act/laws. Should hold a valid Trade License for running the security & allied Services etc. Should hold a valid FSSAI License.
- f) The bidder or any of its partners /directors etc. should not have been black listed/ debarred by any of the government agencies/Private company or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including by PF/ESI authorities.
- g) Should have successfully completed at least ONE similar work for minimum of 300 students catered per work order/contract in any Educational Institution during the last three financial years. Attach Certificate of Experience and Satisfactory Completion of work awarded by concerned Establishments in support of proof.
- h) Bidder should quote for providing housekeeping & allied services as mentioned in the Scope of Work(s) in the NIT/tender document. Any bid received for the partial services will not be entertained at all and will be summarily rejected by the Institute, without making any explanation to the bidder.
- i) The Institute, at its discretion, at any time can alter/reduce/modify the scope of work without citing any reasons to the bidder/vendor.

## 2. Documents required in support of eligibility and Qualification: -

Tenderer should submit the following documents along with Technical Bid: -

- a) Self-attested copy of the Certificate of Incorporation.
- b) Self-attested copies of the GST registration certificate and PAN.
- c) Statement of Average Annual Turnover of financial years' 2019-20, 2020-21 & 2021-22 in support of Income Tax Return Form 3CD-3CB/3CD-3CA/Income Tax Assessment Order as per eligibility criteria mentioned in Annexure III.
- d) EMD of the required amount as specified in this tender document.
- e) Self-Declaration stating that the Company/Firm/vendor/agency has not been black listed by Centre/ State Government/ PSU/ Academic institution as per the format in this tender document as per Annexure VIII.
- f) EPFO, ESI, Contract Labour Registration, a valid FSSAI License & Trade License Certificate.
- g) Experience proof documents (Maximum 10 Nos. Work Orders/P.O. and Successfully Completion certificates for catering at least 100 persons per day) issued by the competent authorities of the organizations served on the organization's letterhead during last three financial years' 2020-21, 2021-22 & 2022-23 as per Annexure XI.
- h) NIT duly signed and officially stamped on all the pages to be submitted in original.

## 3. Tender Validity

The validity period of the bid will be 180 days from the date of opening of tender documents, which may be extended by the bidders for such period as may be requested by MDI Murshidabad. A proposal valid for a shorter period may be rejected as non-responsive.

## 4. Earnest Money Deposit (EMD)

- a. The bidders should submit the tender document complete in all respects along with earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two lakhs Only) in the form of Demand Draft/NEFT issued by a nationalized bank in favour of "Management Development Institute Society", payable at Murshidabad. For NEFT: Bank A/C No.: 33987582978, IFSC: SBIN0012355, SBI Omarpur Branch.
- b. Any Tender not accompanied by EMD shall be summarily rejected and will not be considered at all.
- c. EMD of the unsuccessful bidders will be returned to them without any interest within 30 days after finalization of tender and Award of work.
- d. EMD amount of the successful bidder shall be returned on receipt of Performance security.
- e. The EMD shall be forfeited if:
  - (i) The Bidder/Tenderer withdraws his Tender during the validity period of Tender.
  - (ii) The Successful Bidder/Tenderer fails to comply with all the terms and conditions of the Tender during the currency of the contract.

## 5. Bid Submission:

Sealed Tenders should be addressed and submitted along with requisite documents at **Registrar** Officer, Management Development Institute Murshidabad, Kulori, Uttar Ramna, Raghunathganj, Dist: Murshidabad. Pin: 742235, West Bengal on or before 31 May 2023 by 15:00 hrs through Speed Post/by Hand only. Any bid received online shall be rejected.

#### 6. Late Bids:

Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer/bidder, unopened. The bidders shall ensure that timelines are adhered to and any bids received later than the specified time and date shall not be entertained.

#### 7. Opening of tender:

- a) The Tender shall be opened at the scheduled date, time and venue as mentioned in the Tender document, unless there is any change which will be informed by the Institute. One Tenderer's representative may attend the Tender opening.
- b) During the tender opening as above, the envelopes containing Technical Bid shall be opened. The envelopes containing financial bids shall be signed by the committee members and kept

unopened for opening at a later date.

#### 8. Evaluation of Technical Bids:

- a) The committee constituted by the competent authority of MDI Murshidabad shall evaluate the Technical Bids with reference to technical requirements and other criteria mentioned in the Tender Document, including presentation by the bidder. All eligibility conditions have to be satisfied on the last date of submission of bid and not later.
- b) The bid in the proper format along with EMD will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation.
- c) Any conditional bids received shall not be considered and will be summarily rejected in the very first instance without any recourse to the bidder and shall not be evaluated.
- d) MDI Murshidabad at any stage may seek such clarification/information/document from the bidder, as may be required, for it to satisfy the eligibility of the bidder. Failure on the part of the bidder to submit such information within the stipulated time may entail cancellation of the bid of such bidder. MDI Murshidabad Committee at its own discretion may visit any of the premises of the client(s) as per the list provided by them and to make quality assessment of the services provided, at its own expense.
- e) Only Technically qualified bids shall be considered for opening and evaluation of financial bids.
- **9.** The metric for evaluation of Technical Bids on a scale of 60 marks shall be as per "Annexure XII Proforma for Technical Bid Evaluation (Out of 60 Marks)" subject to the requirement condition that the Minimum Qualifying Marks for Technical Bid would be 45 out of 60. The short listing of the bidder will be as per the evaluation of eligibility criteria and presentation by the bidder to the evaluation committee of MDI Murshidabad: -

Sl. No.	Sl. No. Financial Criteria Total Marks	
1	L-1 (Lowest Bidder) 40	
2	L-2 (Bidder)	40 × (L1/L2)
3	L-3 (Bidder)	40 × (L1/L3)
4	L-4 (Bidder)	40 × (L1/L4)
5	L-5 (Bidder)	40 × (L1/L5)

The metric for evaluation of financial bids on the scale of 40 marks shall be as follows: -

**10.** The successful bidder shall be declared on the basis of final marks (100) obtained in Technical Evaluation Score (**TS**) (60 marks) + Financial Evaluation Score (**FS**) (40 marks) to the highest scorer.

Tenderers will be ranked accordingly to their final marks out of 100 and will be listed in the order of merit. The top scorer would be eligible for the award of work.

#### **11.** Award of Contract:

- a. MDI Murshidabad may award the contract to the successful bidder whose bid is found to be responsive and who is eligible and qualified to perform the contract as per terms and conditions of the Tender document.
- b. MDI Murshidabad will communicate to the successful bidder that its proposal has been accepted and will issue a "Work Order".
- c. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of EMD.

#### 12. Performance Security Deposit and Award of Contract:

The successful bidder who is awarded with the contract shall be required to deposit a Performance Security Deposit of **Rs.20 Lakhs (Twenty Lakhs) in the form of Bank Guarantee/DD/NEFT** from any Scheduled Commercial Bank drawn in favour of "**Management Development Institute Society**" covering the period of contract and 180 days beyond the contract period.

In case, the contract is further extended the Bank Guarantee will have to be accordingly extended/renewed by the successful vendor. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee/DD/NEFT shall be borne by the successful bidder. Non deposit of Bank Guarantee/DD/NEFT within the stipulated time shall render the contract invalid at the discretion of MDI Murshidabad.

## 13. Effectiveness and Duration of Contract

The contract shall come into effect on the date of award of work order. The contract shall be valid for a total period of three years from the date of commencement of services. The vendor's performance will be evaluated/ assessed on completion of a year by MDI Murshidabad. On satisfactory performance the contract will be continued for the next year on mutually agreed terms and conditions.

## 14. Amendment of Bidding Documents:

- i) At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- ii) In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing bids, if any, the Institute, at its discretion, may extend the deadline for the submission of bids.
- iii) The all such amendments will be notified in our website under the Tender menu. Bidders are advised to check our website regularly for such amendment, if any.

## 15. Language of Bid

The bid prepared by the Bidder, all correspondence and documents relating to the bid shall be written in English language.

- **16.** MDI Murshidabad reserves the right to cancel all bids or discontinue this tender process, without assigning any reason at any time.
- **17.** The bidder will be bound by the details furnished by him/her to MDI Murshidabad while submitting the bid or at subsequent stages. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
- **18.** The bid and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated time shall become the property of Management Development Institute Murshidabad.
- **19.** The bids shall be valid for a period of **six** months from the date of opening of the bids. A bid valid for a shorter period may be rejected as non-responsive.
- **20.** The intended bidders are advised to undertake a survey of the MDI Murshidabad premises and satisfy themselves about the scope of work before submitting their bids. A bid once submitted shall be deemed to have been submitted with full knowledge of aforesaid factors and no representation by the bidder will be entertained/ accepted for whatsoever may be the reason(s).

# **BRIEF SCOPE OF WORK**

Institute calls for engaging the services of Catering Agency for providing catering services to the PGDM students, Faculty, Non-Faculty Staff and MDP Executives for the events of the Institute (as may be required and decided by the Institute from time to time) at the campus of the Institute.

Intended bidders may undertake a survey of the Institute premises and satisfy themselves about the scope of work before submitting their bids. In general, intended bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bid once submitted shall be deemed to have been submitted with full knowledge of aforesaid factors.

Catering Services are to be provided by the bidder at Management Development Institute Murshidabad Campus as per the details mentioned in the tender document and requirements of the Institute from time to time and should be innovating with Student- Centric approach and Technology, for a period of three years. The Institute, at its discretion, at any time can alter/reduce/modify the scope of work without citing any reasons to the bidder/vendor. The approximate resident students, faculty & staff members at hostels, faculty quarter strength is **400**. There are two dining halls, namely, Aahar (For Students) & Dawat (For Faculty, Staff & MDP Participants).

The bidder should depute one of his qualified and trained Supervisor/Manager as operational in-charge who will be accountable to integrate and control/coordinate smooth delivery of catering services at the MDIM Campus. The detailed scope of work for catering services is mentioned below: -

## A. SCOPE OF WORK FOR CATERING SERVICES

The bidder shall provide Catering Services for students, faculty, staff and MDP Executives **at Management Development Institute Murshidabad Campus**. The catering services shall ensure hygiene and safety of the food to be served for students, faculty, staff and MDP Executives of MDI Murshidabad.

## **1. OBLIGATIONS OF THE INSTITUTE**

- (a) The Institute shall only provide the following facilities:
  - Space for the catering service
  - Free lighting and water supply for the services;
  - Existing Cooking range -To be maintained serviceable by the vendor during the engagement period at its own cost.
  - Existing Equipment's like deep freezer, boiler, water cooler with purifier, grinders, Bain-marie, Electric Toaster, dough mixer etc. To be maintained serviceable by the bidder during the engagement period at its own cost.
  - Electric and Plumbing fittings in the kitchen;

Equipment issued to bidder by the Institute shall be maintained serviceable by the bidder, at his own cost, all the times during maintenance of the contract and should be handed over to institute in serviceable condition only on completion of the contract.

- (b) The Institute shall also provide the following:
  - Dining tables and Chairs
  - Ceiling Fans and ACs
  - Curtains
  - TV sets
- (c) Institute shall provide limited accommodation facilities for the catering staff, 01 store room, 02 rest rooms & 01 office.

## 2. OBLIGATION OF THE CATERING AGENCY

The catering agency shall provide the following services:

- Breakfast
- Evening Snacks
- Lunch and Dinner
- Special Dinners
- Tea/coffee/snacks to Guest, Faculty & Non-faculty staff
- 3. The menu for PGDM Students will be prepared in advance by the Students Mess Committee and got approved from the MDIM. Cyclic Menu shall be strictly adhered to unless any change is mutually agreed upon. The menu will be provided to catering agency by the Institute. Present menus are enclosed for information of the bidder. The menu for MDP participants will be prepared by Admin. department. Different menus are given as Annexure XI (A) & XI (B).
- **4.** The catering agency at its own cost shall be responsible for ensuring standard maintenance and hygienic cleanliness of dining halls, kitchens, stores, water coolers etc. under their charge and control;
- **5.** The catering agency at its own cost shall provide all the linen/table clothes in the dining halls, places of organizing tea and snacks and the Institute events.
- 6. The catering agency shall abide by all the instructions given by the Institute.
- **7.** The catering agency shall ensure that the following conditions are strictly observed and fulfilled in connection with the work order: -
  - It shall be agencies responsibility to ensure that all the statutory obligations prevailing from time to time under the various statutory enactments, such as FSSAI certification, Minimum Wages Act, Industrial Disputes Act, Workman's Compensation Act, Provident Fund Act, ESI Act, Contract Labour (Regulation & Abolition) Act, Gratuity Act, Bonus, Child Labor Act, GST certification etc. are complied with by the agency in full and none of the agency staff or any person hired by them shall have any privy with the Institute.
  - The catering agency shall ensure to make payment and benefit to its staff not less than Minimum Wages prescribed in West Bengal State as per the category of staff engaged/ hired for job/work.
  - The catering agency shall be required to ensure maintain health cards for all the staff engaged by him, as per relevant provisions for running the catering business.
- 8. If in the execution of the work, any infraction/breach/infringement of any law, rules / bye laws for the time being in force, takes place; catering agency shall indemnify the Institute against the consequence of any or all litigation / prosecution in any matter connected with or arising out of the subject license including the result of any labor dispute, and should any claim be made against the Institute by any authority / court of law or any award or decree including award of any Labor Court and / or Arbitrator which might be enforced / sought against the Institute, the Institute shall be compensated by the bidder/catering agency in totality in respect of all such claims / awards etc.
- 9. The quality of eatables must be of the best standard, up to the satisfaction of the Institute and relevant laws on the subject governed by the concerned authority. There can be no compromise on this issue. In case the quality of food is not up to the satisfaction of the Institute, the Institute shall have the right to impose penalty and deduct the same from bidder's bill, as might be deemed fit and appropriate by the Institute.
- 10. No liquor will be served in any of the office buildings/hostels or any other place inside the MDI Murshidabad Campus by the bidder or his staff.
- 11. Use of single use plastic is prohibited inside the MDI Murshidabad campus.

## **GENERAL TERMS & CONDITIONS**

- 1. The bidder/catering agency shall be responsible for ensuring standard maintenance and hygienic cleanliness of dining halls, kitchens, stores, gas pipe line, regular cleaning of grease chamber to avoid blockage of sewage lines etc. under their charge and control.
- 2. The bidder will ensure that the preventive maintenance of equipment and machinery is carried out regularly as per the instructions of the manufacture and equipment and machinery are maintained in excellent condition all the times.
- 3. The bidder shall abide by all the instructions given by the Institute or by its representative(s).
- 4. The bidder should assign dedicated onsite qualified F&B Manager/ supervisor who should always be present in the dining hall during breakfast, lunch & dinner time. It is

desirable that the same supervisor continues at least for one year. In case of any change, the Institute should be informed accordingly.

- 5. The catering agency shall arrange all the raw materials, commercial cooking gas and other materials for providing catering services at their own cost.
- 6. The catering agency shall achieve the high standards of services for which they will arrange sufficient staff viz. Supervisor(s), Cook(s), Helper(s), Bearer(s) and Cleaner(s) etc. for catering service as well as services incidental to catering services.
- 7. The catering agency shall ensure that good quality cleaning / washing materials soap powder, detergent etc. are used for cleaning/washing utensils, crockery, cutlery, kitchen equipment and other associated items and places. They shall, if so required, obtain license from Public Health Department or other Statutory / Local Authorities concerned, if required, without fail.
- 8. The food stuff should be prepared in the most hygienic manner and quality of the food items for preparation of food (dry & wet) shall be such as stipulated by the Institute from time to time. There cannot be any compromise on the same.
- 9. The manner, time and place of service shall be as per the instructions of the Institute from time to time.
- 10. The catering agency on its expense shall supply and maintain sufficient quantity and best quality bone china crockery, cutlery and other utensils etc. for serving meals to the MDP Executive Participants in the executive dining hall and keep these items hygienically clean by applying good quality medically recommended cleaning material. Also, the catering agency on its expense shall maintain steel utensils, crockery, cutlery etc. for serving meals to the students/Faculty/Non-faculty staff in their dining hall and keep these hygienically clean by applying good quality medically recommended disinfectants. The catering agency shall also replace these articles as required from time to time and such other new items as might be needed for the efficient services to be provided.
- 11. The catering agency shall ensure that:
  - a) All glass panels, electric fittings etc. in the kitchen and dining area are kept tidy and neatly cleaned all the times,
  - b) Disinfectant/Flit spray should be carried out at regular intervals in the premises allotted. Deodorant spray should be applied in the dining room after cleaning and washing,
  - c) Supply of cleaning materials, table clothes, cloth napkins & towels etc. at their own cost and will ensure proper upkeep and maintenance of the area, equipment's and furniture under their charge at all the times during the contract period.
- 12. For cooking foodstuffs, refined vegetable oil like Fortune, Sundrop, Saffola, Sweekar, Godrej, etc. only shall be used.
- 13. Only Nescafe brand coffee and Lipton / Brooke Bond / Taj Mahal/ Tata Tea/ Assam brand tea will be used.
- 14. Bidder will ensure that only fresh vegetable, Fish, Milk and meat are used for food preparation.
- 15. All items/ingredients required by the agency for preparation of food and other approved items are to be purchased by the agency. All items/raw materials purchased will have to conform to the quality standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark "AGMARK" or "ISI", or "FSSAI" as applicable. An approval for the brands and raw materials to be used should be taken from the institute Authorities. Surprise checks/visits will be done by Institute.
- 16. For any suggestions or complaints made by MDP training participants/students; it is responsibility of the catering agency to address the issue urgently but within 48 hours.

- 17. The catering agency shall provide proper and neat uniform and identity cards to their staff on own expense. Staff without uniform and identity card shall not be allowed to work in the Institute premises.
- 18. Food items prepared in the kitchen shall not be served by the catering agency to any outside party either inside the campus or outside.
- 19. The catering agency shall use commercial gas only and shall arrange for the commercial gas cylinders, refills and pay for them to the authorized dealer at its cost.
- 20. The catering agency shall not be allowed to use electricity as fuel.
- 21. The catering agency shall also arrange for extra tea / breakfast / lunch / dinner as per the requirements communicated in writing by the authorized official of the Institute.
- 22. The catering agency shall ensure to provide at its own cost spot free washed, clean and presentable linen, table sheet, napkins etc. in the dining halls, lounge and other serving places wherever required.
- 23. The agency shall not sub contract, fully or partially catering service to any other person / persons or agency.
- 24. It shall be the duty and responsibility of the catering agency to ensure that the staff engaged for the work are physically fit and free from any communicable contagious, infectious and other diseases. If any catering agency staff is found to be suffering from any disease or if catering agency staff commits any misconduct or misbehavior, the catering agency shall be required to remove such staff immediately at the request of the

Institute, without demur and without questioning the decision of MDI in this respect and restrain entry of such staff in the MDI Murshidabad Campus.

25. All the kitchen appliances / equipment's will be handed over to the agency in good working condition. However, these items will be repaired / maintained by the agency at their own cost during the period of contract and the agency shall handover these appliances/ equipment's in working condition to the Institute after termination/expiry of the contract.

- 26. The food supplied should confirm to the standards fixed by the statutory / government authority of both state and / or Govt. of India. For any infringement of these standards the bidder catering agency shall be responsible wholly and solely for the purpose and the institute will have no responsibility of any kind in this regard.
- 27. The bidder shall implement dining feedback system to collect regular feedback and address the dining related complaints of the students arising from time to time.
- 28. In case the bidder fails to provide the catering services as per the expectations of the Institute, the appropriate penalty will be imposed by the Institute.
- 29. All the staff of the catering agency shall be required to undergo a routine medical test by a medical doctor once in three months from the date of employment at the cost of the catering agency.
- 30. If there arises any dispute relating to this contract the same shall be referred to sole arbitration of the competent authority of the Institute whose decision shall be final and binding on both the parties i.e. Institute and the catering agency.
- 31. The rates quoted and accepted shall remain unchanged for a period of one year from the date of commencement of services/taking over the operational charge. On successful completion of one year, if required, the rates can be mutually discussed and agreed by both the parties in writing for the continuation of the contract for the next year.
- 33. In case MDI Murshidabad is called by any statutory authority for any matter related to food or catering services being provided by the agency, the catering agency shall be solely responsible to bear all costs that MDI may have to incur on account of such infringement by the catering agency and indemnify MDI for any such loss in total including the legal expenses incurred thereof.
- 34. The catering staff deployed shall be the employee of the bidder at all times and all statutory liabilities will be paid by the bidder such as ESI, PF, Workmen's Compensation Act, etc. The catering staff deployed by the bidder should be properly trained and have requisite experience and skills.
- 35. The bidder at all times should indemnify MDI Murshidabad against all claims, damages or compensation under the provisions of payment of wages Act 1936, Minimum wages Act 1948, Employer's Liability Act 1938, Workmen Compensation Act 1923, Private Catering Agencies (Regulation) Act 2005, Industrial Disputes Act 1947, Maternity Benefit Act 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time in this regard. Payment of minimum wages, notified by the appropriate government, shall be ensured all the time.

- 37. It shall be responsibility of the bidder to issue the employment card / photo identity card to the staff and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Bidder has to ensure that its staff deployed in MDI Murshidabad invariably wear ID card during office hours.
- 38. The bidder shall replace within twenty four hours any of its staff, if they are unacceptable to the Institute because of any risk, incompetence, conflict of interest and breach of confidentiality or misconduct on the part of the catering staff of the agency. The institute shall have the right to ask to change / replace the any staff at any point of time without assigning any reason.
- 39. MDI Murshidabad shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the bidder.
- 40. The bidder shall be responsible for any damages done to the property of the Institute by the staff deployed. MDI Murshidabad will be free to recover from the Security deposit of the bidder or from any other dues payable to the bidder.
- 41. The bidder staff should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the MDI Murshidabad. The bidder shall be responsible for any act of indiscipline on the part of staff deployed.
- 42. The bidder staff deployed at MDI Murshidabad shall not claim any benefit, compensation, absorption or regularization of their services in MDI Murshidabad either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The agency shall have to obtain an undertaking from the deployed staff to the effect that the deployed person is the staff of the agency and shall submit the said undertaking to MDI Murshidabad. In the event of any litigation on the status of the deployed staff, MDI Murshidabad shall not be a necessary party to such proceedings. However, in any event, either the deployed staff or to the order of the Court, MDI Murshidabad is made a party to such dispute, the bidder shall take all steps to protect the interest of MDI Murshidabad and the bidder shall reimburse the expenditure that would have been borne by MDI Murshidabad to defend itself, if so required.
- 43. The bidder shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering, use of mobile phones for entertainment purpose and shall not engage in gambling, satta or any immoral act.
- 44. The bidder shall be solely responsible for redressal of grievances, if any, of its staff deployed at MDI Murshidabad. MDI Murshidabad shall, in no way, be responsible for settlement of such issues whatsoever.
- 45. MDI Murshidabad shall not be responsible for any financial loss or liabilities arising out of accident or death of any of the catering staff deployed by bidder in the course of their performing the functions / duties or for making payment towards any compensation.
- 46. In case of breach of any terms and conditions as specified in the contract/work order, the Performance Security Deposit of the bidder will be liable to be forfeited by MDI Murshidabad besides, annulment of the contract/work order and other legal recourse.
- 47. The successful bidder who is awarded the contract by MDI Murshidabad will retain all the documentary proof/papers deposited with the respective statutory bodies/ Government department i.e. Employees State Insurance, Provident Fund and GST. All such documents/papers will be necessarily submitted within seven days by the bidder, as and when they are requisitioned by MDI Murshidabad, failing which a penalty of Rs. 500/- per day shall be deducted from the monthly bill payable to the bidder.
- 48. MDI Murshidabad reserves the right to withdraw / relax any of the terms and conditions mentioned above.
- 49. Any delay or forbearance on the part of MDI Murshidabad or any waiver of its rights or condonation of any acts on the part of MDI Murshidabad shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.

## 50. Payment Terms & Process

- a) The bidder catering agency shall be solely responsible for making payment to its deployed staff by 7th of each month without fail.
- b) The catering agency shall raise the bill along with PF and ESIC statements, as applicable, and submit the same to the Administration of MDI Murshidabad in the succeeding month.
- c) The catering agency will be solely responsible for making the payment to his deployed staff. Since there may be occasional delay in releasing payment by MDI Murshidabad to the agency due to contingencies; payment of wages to the staff by

- d) catering agency should not be linked with receiving of payment from MDI Murshidabad and shall be independent of the same.
- e) Payment to deployed catering staff must be made by the bidder catering agency through e-transfer.
- f) The entire financial liability in respect of catering staff deployed at MDI Murshidabad shall be that of the catering agency and MDI Murshidabad will in no way be liable for the same.
- g) The agency will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the staff deployed at MDI
- h) Murshidabad. MDI Murshidabad shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.
- The Tax Deduction at Source (T.D.S.) shall be done from the monthly bills of agency as per the provisions of Income Tax Act / Rules, as amended from time to time and a certificate to this effect shall be provided to the vendor by MDI
- j) Murshidabad.
- k) The bidder shall maintain all statutory registers under the Law and submit periodical returns and statements. The catering agency shall produce the same, on demand, to the concerned authorities and to MDI Murshidabad or any other authority under Law.
- If as a result of post payment audit any overpayment is detected in respect of any work done by the catering agency or alleged to have been done by catering agency under the contract, it shall be recovered by MDI Murshidabad from the catering agency.
- m) In case, the bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof MDI Murshidabad is put to any loss obligation, monetary or otherwise, MDI Murshidabad will be entitled to get itself
- n) reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.

## **51. TERMINATION**

If for any reason the bidder is not in a position to render the service as required under the Agreement or maintain the service standard(s) required the Institute shall be entitled to terminate the Agreement by serving three months' notice to the bidder and the bidder shall also have the right to terminate the Agreement by giving three months' notice in writing so as to enable the Institute to make alternative arrangement(s).

# **BIDDER DETAILS FORM**

# For providing Catering Services at Management Development Institute Murshidabad Campus

SI. No	Description	Information
1	Name of Bidder:	
2	Date of Incorporation of Company (Attach ROC Registration certificate/ Registered Partnership Deed/Proprietary Firm)	
3	Details of Earnest Money Deposit (EMD) (in favour of "Management Development Institute Society")	DD No date of Rs.2,00,000/- drawn on Bank Payable at NEFT UTR No Date
4	Name of Director/ Partner/Proprietor of Bidder	
5	Full Address of Registered Office of Bidder: Mobile No.: E-Mail Address :	
6	Full address of Operating Branch/Office at West Bengal Mobile No.: E-Mail Address :	
7	Bank details of the bidder:	
8	PAN No. (attach documentary proof)	
9	GST Registration No. (attach documentary proof)	
10	Employee Provident Fund Registration No. (attach documentary proof)	
11	Employee State Insurance Registration No. (attach documentary proof)	

12	Labour License under Contract Labour (R&A) Act	
13	Trade License	
14	FSSAI Certificate	
15	Number of years of experience in providing similar Catering services	
16	Experience proof documents (Maximum 10 Nos. Work Orders/P.O. and Successfully Completion certificates for catering at least 100 persons per day) issued by the competent authorities of the organizations served on the organization's letterhead during last three financial years' 2020-21, 2021-22 & 2022-23 as per Annexure XI.	
17	Income Tax Return of the Company (3CD-3CB/3CD-3CA/Income Tax Assessment Order) for financial years', 2019-20, 2020-21 & 2021-22	
19	Average Annual turnover during financial years' 2019-20, 2020-21 & 2021-22 as per format given at Annexure X.	
20	Self-Declaration stating that the bidder has not been black listed by Centre/ State Government/ PSU/ Academic institution as per format given at Annexure VIII.	

Note: Bidders may annex separate sheets wherever required for furnishing details. However, such sheets must be duly signed and shall bear official seal. Unsigned documents may lead to rejection of bid submitted.

Declaration:

I/We hereby declare that the information furnished above are true and correct. In case the above information is found incorrect at any stage, the Competent Authority, MDI Murshidabad may take appropriate action as warranted.

Signature .....

Name of the authorized person .....

PLACE:

DATE:

# LETTER FOR FINANCIAL BID

(To be printed on the bidder letter head)

Registrar Management Development Institute Murshidabad Kulori, Uttar Ramna, Raghunathganj. Dist: Murshidabad, West Bengal. Pin: 742235

Dear Sir,

Date:...../...../.....

## Ref: Tender for providing "Catering Services at Management Development Institute Murshidabad Campus"

Having examined the Tender document, the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to provide the Catering Services at Management Development Institute Murshidabad Campus".

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender and the work order to be entered with MDI Murshidabad. If our proposal is accepted, we will submit the Performance Security Deposit Bank Guarantee in favour of "Management Development Institute Society" for the amount specified in the NIT Document and issued by a scheduled commercial bank in India as acceptable to MDI Murshidabad.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the Agreement to be signed with MDI Murshidabad for provision of Catering Services at Management Development Institute Murshidabad Campus. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to MDI Murshidabad are true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead MDI Murshidabad as to any material fact." we understand that if at any point of time it is noticed/discovered by MDI Murshidabad that as information given by us is false or incorrect or misleading MDI Murshidabad shall have the right to take such necessary action as it may deem fit including cancellation of contract.

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this financial bid (attached) document as well as such other documents, which may be required in this connection.

Signature .....

Name of the authorized person .....

PLACE:

DATE:

Office Seal

Annexure - VIII

# SELF-DECLARATION FOR NON BLACK LISTING

For providing Catering Services at Management Development Institute Murshidabad Campus

(To be printed on the bidder letter head)

Date:...../...../.....

Registrar Management Development Institute Murshidabad Kulori, Uttar Ramna, Raghunathganj. Dist: Murshidabad, West Bengal. Pin: 742235

Dear Sir,

In response to the Tender for "Catering Services at Management Development Institute Murshidabad Campus", I / we hereby declare that presently our company / firm has not been black listed or debarred and not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central Government / PSU / Autonomous Body.

We further declare that presently our Company / firm .....is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State / Central Government / PSU / Autonomous Body on the date of Bid Submission including violation of relevant Labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, the EMD/Performance Security Deposit submitted for providing "Catering Services at Management Development Institute Murshidabad Campus" may be forfeited in full by the Institute, the bid may be cancelled at any stage, and the Agreement may be terminated and I/we shall be barred from bidding in future tender.

Thanking you,

Signature .....

Name of the authorized person .....

PLACE:

DATE:

# FINANCIAL BID PROFORMA

# (To be printed on the letterhead of the Bidder)

SI. No.	Items	Amount (in INR) (Exclusive of GST)		
		Amount in Figure	Amount in Words	
	<u>Catering for PGDM Students</u> Quote rate per person per day basis (inclusive Breakfast with Tea, Lunch, Evening Snacks with Tea & Dinner)			
1	<b>Note:</b> - Catering agency will raise the Invoice for payment on the basis of actual student strength and actual number of days the meals served to the student subject to <b>nonpayment for the student absenting 2 days</b> & above at a time.			
	Please refer to the sample menu provided at " <b>Annexure IX (A)</b> ".			
	Catering for MDP Participants Quote rate per person per day basis (inclusive Bed Tea, Breakfast with			
	Tea, Mid-Morning Tea with biscuits, Lunch, Mid-Afternoon Tea with biscuits, Evening Snacks with Tea & Dinner)			
2	<b>Note:</b> - The above rate should include supply of packaged drinking water during Breakfast, Lunch & Dinner.			
	Please refer to the sample menu provided at "Annexure IX (B)".			
3	Quote rate - per Tea/Coffee (with tea bags) along with 2 biscuits/cookies of good quality - to MDI			
3	Faculty/Officers/Staff/Guests etc. on working days/ or as may be required by the Institute.			
4	Quote % discount offered on MRP rates printed on packaged foods including packaged drinking water bottles.			

# **Important Note:-**

- Bidders are to compulsorily bid for each category mentioned above.
- Bids received for partial services will not be entertained and summarily rejected.
- PGDM students: It is expected to cater to approximately 380 students on each day during a year (10 months).
- GST will be payable on actual basis.

Signature .....

Name of the authorized person .....

PLACE:

DATE:

# <u> Annexure –IX (A)</u>

# MENU FOR PGDM- STUDENTS

Days	Break Fast	Lunch	Evening Snacks	Dinner
Monday	Idli sambar, chutney, cornflakes, fruit, coffee, bread, butter, jam	Salad, Plain rice,Roti, patta gobhi aloo, Arahar dal tadka, kadhai chicken/ kadhai Paneer, papad	Noodles, Coffee	Salad, Plain Rice, Roti, Dhaniya Aloo Masala, Masoor Dal, Egg curry(2)/ Kaale chane, Ras malai
Tuesday	Aloo parantha with curd, Salad, plain rice, fruit, tea, bread, butter, Rajma, Paneer I jam masala, aloo matar Papad,boondi Raita		Vada pav, dhaniya chutney, Tea	Salad, Chole Bhature/ poori (alternate), Dhaniya Chutney, Jeera Rice, Mishti doi
Wednesday	Poha, coconut chutney, cornflakes, fruit, tea, bread, butter, jam	Salad, Plain rice, Roti, Masoor dal (Bengali Style), fish curry/ Kadhi, Jeera aloo, Fruit custard	Macroni, Nimbu paani	Salad, Rice, Roti, punjabi paneer/ Chicken, aloo tamatar matar gravy, Ras malai
Thursday	Gobhi parantha with curd, chutney, cornflakes, fruit, tea, bread, butter, jam	Salad, fried Rice, Roti, Laukee kofta, Mix-Veg (dry) , Dal makhani, rasgulla	Mix veg pakoda, coffee	Salad, SATTU PARATHA, matar paneer, aloo baingan chokha (dry), dhaniya chutney, Kheerkadam
Friday	Uttapam sambar, chutney, cornflakes, fruit, coffee, bread, butter, jam	Salad, Plain rice, Roti, Tadka dal (arhar), Chicken Masala/ Laukee kofta , Aloo Fry, Papad	Samosa, tea	Salad, Plain rice, roti, Bhindi Aloo masala, Chicken curry/ Kadhai Paneer, Dal tadka (arhar), Raita
Saturday	ghugni and stuffed puri, cornflakes, fruit, tea, bread, butter, jam	salad,Khichdi, Tomato chutney, Roti, soybean sabzi, Aloo chokha, Raita, Gulab jamun	Vada pav , coffee	Salad, fried rice, Roti, chilli Chicken curry/ machurian, Sawai/Gur Payesh(Alternate)
Sunday	Aloo Paratha, Curd, Cornflakes, Fruit, Tea, Bread, Butter, Jam	Salad, Mixveg fried rice/ Chicken Biryani, Pyaaz Gravy, boondi raita, Baigan pakoda	Papdi chaat, Rasna	Salad, Pulao Rice, Roti , rajma, mix veg (dry), palak paneer

# Annexure –IX (B)

# MENU FOR MDP- EXECUTIVE PARTICIPANTS

Break Fast	Lunch	Evening Snacks	Dinner
Butter Toast, Egg Toast, Idli, Sambar, Chutney, Milk with Cornflakes, Fruits, Tea, Coffee, Boiled Egg, Omelette, Alu Paratha,	2 types Starter, Veg/ Mix Dal, Plain Rice/ Roti/ Veg Fried Rice/ Veg	Noodles/ Samosa/ Sandwich/ Veg Cutlet/ Mix Pakora, Tea/Coffee	Green Salad, Veg/ Non-Veg Soup, 2 types Starter, Veg/ Mix Dal, Plain Rice/ Roti/ Veg Fried Rice/ Veg Polao, 2 types Vegetables (incl.1 seasonal Veg.)/ Paneer Pasanda, 2 types Non-Veg (Fish/ Chicken/ Mutton) Sweet (2 types), Mix Fruits Chutney, Ice Cream/Curd

# PROFORMA FOR AVERAGE ANNUAL TURNOVER

(Income Tax Return Form 3CD-3CB/3CD-3CA/Income Tax Assessment Order)

Financial Year	Amount in Rupees (in Figure)	Amount in Rupees (in Word)	Average Annual Turnover (Rs)
2019-20			
2020-21			
2021-22			

Signature .....

Name of the authorized person .....

PLACE:

DATE:

#### Annexure XI

# PROFORMA FOR DETAILS OF SIMILAR CONTRACTS SUCCESSFULLY EXECUTED DURING F.Y. 2020-21, 2021-22 & 2022-23

## For providing Catering Services at Management Development Institute Murshidabad Campus

SI. No.	Name of the Client, Address, Tel. No., email ID &		Total Numbers	Amount of Contract (incl. GST) Rs.	Duration o Contract	f
	Name/Designation/Tel. No. of the Concerned Officer	Academic/Other Commercial)	of Persons/ students Catered per day		From	То
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

## Note: (i) Submit completion certificate if the contract is over.

Signature .....

Name of the authorized person .....

PLACE:

DATE:

# Proforma for Technical Bid Evaluation

S. No	Technical Criteria	Tenderer to t appropriate column	ick the	Marks	Maximum Marks	
1	1 ·	-		ould have operation for a pe ld be attached along with th		
	5 years			3 Marks		
	6 years			5 Marks	10	
	7 years			7 Marks	10	
	More than 7 years			10 Marks		
	authorities of the org Annexure XI.		-	tudents/persons per day) iss ancial years' 2020-21, 2021		
	Between 01 to 04			03 Marks 05 Marks	10	
	Between 05 to 08					
	09 and above			10 Marks		
3.	Average Annual Turnover of the Bidder during the Financial Years 2019-20, 2020-21 & 2021- 22 in providing similar Services as per Annexure X.					
	Average Annual Turnover between Rs. 6 Crores to Rs. 8 Crores			02 Marks		
	Average Annual Turnover above Rs. 8 Crores & up to Rs. 10 Crores			05 Marks	10	
	Average Annual Turnover above Rs. 10 Crores			10 Marks		
4.	Successfully completed similar work for minimum of <b>300 students</b> catered per work order/contract in an Educational Institutions during the last three financial years.					
	Between 01 to 02			02 Marks		
	Between 03 to 05			05 Marks		
	Between 06 to 08			07 Marks	10	
	Above 08			10 Marks		

5.	<b>Presentation by the bidder</b> : Bidders are required to give a short presentation (maximum 10 minutes) in terms of bidder's past experience for providing similar catering services and how the bidder intends to provide the catering services in better way based on its understanding of MDI Murshidabad and its requirements as defined in the Scope of Work in the NIT.	20	20
TOTAL MARKS			60
Marks obtained by the bidder (Sl. No. 1 to 5)			

Note: Qualifying marks in Technical evaluation is 45 out of 60.

Signature .....

Name of the authorized person .....

PLACE:

DATE: