

Engagement of Catering Agency for Providing Catering Services at IAHE, Noida



**Indian Academy of Highway Engineers
(Ministry of Road Transport & Highways)
Government of India**

**Tender for Engagement of Catering Agency for Providing
Catering Services at IAHE, Noida
(E-tendering Mode Only)**

***REQUEST FOR PROPOSAL
(RFP)***

December 2018

A-5, Sector-62, NH-24 Bypass, Noida-201301, U.P., Noida

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**Indian Academy of Highway Engineers
(Ministry of Road Transport & Highways)
Government of India
NOTICE INVITING TENDER (NIT)**

No. IAHE/Admin /14/Tender-Catering Services/2018-19

Dated: 17.12.2018

IAHE proposes to engage reputed, experienced and financially sound Catering Agencies/Firms/Companies for providing Catering Services to IAHE for an initial period of 12-months which is further extendable for two more years, year by year based on satisfactory provision of Services at IAHE, Noida.

2. Proposals are hereby invited from eligible Catering Agencies/Firms/Companies for providing Catering Services at IAHE, Noida. The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>. The document can also be downloaded from IAHE's website (www.iahe.org.in). Cost of the Document in the form of a Non-refundable document fee of Rs. 1,000 (Rupees One Thousand only) in the form of Demand Draft favoring 'Indian Academy of Highway Engineers' and payable at Noida must be furnished in a separate envelop while submitting the proposal.

Bid must be submitted online at Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in> on or before **07.01.2019**(upto 1500 hrs IST)

3. The following schedule is to be followed for this assignment:
- (i) Deadline for downloading of bid: **06.01.2019 (1700 hrs)**
 - (ii) Last date for submission of queries: **27.12.2018.**
 - (iii) Pre bid meeting in IAHE, Noida: **28.12.2018 (1100 hrs)**
 - (iv) Deadline for Submission of bids: **07.01.2019 (1500 hrs)**

Yours sincerely,

Director
Indian Academy of Highway Engineers (IAHE)
A-5, Sector-62, NH-24 Bypass, Noida-201301, U.P., Noida

Tel: 91-120-2405009 Fax: 91-120-2400087
E-mail: trng.iahe-morth@nic.in Website: www.iahe.org.in

Letter of Invitation (LOI)

No. IAHE/Admin /14/Tender-Catering Services/2018-19

Dated: 17.12.2018

Dear Sir,

Subject: Engagement of Catering Agencies/Firms/Companies for providing Catering Services to IAHE at Noida

1. Introduction

1.1 **Indian Academy of Highway Engineers (IAHE)** proposes to engage eligible Catering Agencies/Firms/Companies for providing Catering Services at IAHE, Noida. The details of the training conducted by IAHE during last three financial years are as under:-

Sr. No	Financial Year	No of training programmes	Total participants
1.	2017-18	114	2839
2.	2016-17	75	1996
3.	2015-16	82	1566

1.2 The brief description of the assignment and its objectives are given in the **Appendix-I, “Terms of Reference”**.

1.3 The IAHE invites Proposals (the “**Proposals**”) *through e-tender* (on-line bid submission) for selection of Catering Agencies/Firms/Companies (the “**Catering Agency**”) for providing Catering Services to IAHE. Catering Agencies are hereby invited to submit proposals in the manner as prescribed in the RFP.

1.4 To obtain first hand information on the assignment and on the local conditions, the Catering Agencies are encouraged to pay a visit to the client and the site before submitting a proposal. They must fully inform themselves of local and site conditions and take them into account in preparing the proposal.

1.5 Financial Proposals will be opened only for the firms found to be eligible in accordance with Para 5 hereof. The Work will be awarded to the **lowest quoted bidder**.

1.6 Please note that the Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.

1.7 The proposals must be properly signed as detailed below:

i. *by the proprietor in case of a proprietary firm*

ii. *by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on Rs. 100/- stamp paper shall accompany the Proposal).*

iii. *by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on Rs. 100/- stamp paper shall accompany the proposal).*

1.8 Pre-proposal conference shall be held on the date, time and venue given in Data Sheet.

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1.9 Bid Security

- 1.9.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs 50,000/- (Rupees Fifty thousand only) in the form of Demand draft/ Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida (the “Bid Security”). The bid security of bidders except lowest bidder is returnable in the form of a Cheque or online transfer to bidder’s account not later than 15 (fifteen) days from the date of Opening of the Financial proposals. Amount of Bid security submitted by the selected bidder shall be returned to the bidder after signing of the Contract Agreement.
- 1.9.2 Any Bid not accompanied by the Bid Security as above shall be rejected by the Authority as non-responsive.
- 1.9.3 The IAHE shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.9.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the IAHE’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the IAHE in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
- a. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - b. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

2 Documents

- 2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, modify the Documents by amendment or corrigendum. The amendment will be uploaded on Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in> and IAHE’s website (www.iahe.org.in) and. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on IAHE website.

3. Preparation of Proposal

The proposal must be prepared in two parts viz.
Part 1: Technical Proposal
Part 2: Financial Proposal

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3.1 Document in support of **Technical Proposal**:

3.1.1 The minimum essential requirement in respect of eligibility has been indicated in the Data Sheet. The proposal found deficient in any respect of these requirements will not be considered for further evaluation. The following documents must be furnished in support of technical capacity as per Formats given in Appendix-II:

- (i) **Forwarding letter for Technical Proposal in the Form-T1.**
- (ii) **Firm's relevant experience and performance for the last 3 years:** Project sheets in support of relevant experience as per **Form-T2 supported by the experience certificates from clients** in support of experience as specified in data sheet. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client. The Catering Agencies are advised to see carefully the evaluation criteria for Technical Proposal and submit the Project Sheets accordingly.
- (iii) **Firm's turnover for the last 3 years:** A tabular statement as in Form T3 showing the turnover of the applicant firm(s) for the last three years beginning with the last financial year (i.e. 2017-18, 2016-17 and 2015-16) certified by a Chartered Accountant/ attachment of copy of the Audited Balance sheet including of all related notes, income statements for last 3 financial year (i.e. 2017-18, 2016-17 and 2015-16).
- (iv) **Document fee:** The fee for the document amounting to Rs. 1,000 (Rupees One Thousand only) in the form of Demand Draft / Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida must be furnished in a separate envelope while submitting the proposal.
- (v) **Bid Security:** The applicant shall furnish a Bid Security of Rs 50,000/- (Rupees Fifty thousand only) in the form of Demand draft/ Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida (the "Bid Security").
- (vi) The applicant shall furnish **Power of Attorney (POA)** on Rs. 100/- Stamp paper, if required, as mentioned in para 1.7 of LOI.
- (vii) The applicant is required to enclose **photocopies of the following documents along with the Technical Proposal failing which their bids shall be summarily rejected and will not be considered further:-**
 - (a) PAN/GIR No.
 - (b) GST Registration No.
 - (c) Registration of the firm with the concerned registering authority of the Government.
 - (d) Address proof of having registered office / Branch Office in NCR (Delhi/ Noida/ Ghaziabad/ Gurgaon/ Faridabad).
 - (e) Affidavit stating that the Company/Firm/Agency is not/has not been black listed by Central/any State Government/PSU
 - (f) Affidavit for details mentioned in Enclosure-3 pertaining to Declaration about Fraud and Corrupt Practices.

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(g) Certificate of Registration under Food Safety and Standards act 2006 from Department of Food safety and Drug Administration, Government of Uttar Pradesh (Proposal of a firm who is not registered under this act in Uttar Pradesh shall be rejected and not be evaluated) .

3.1.2 The minimum essential requirement in respect of technical capacity has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation.

3.1.3 The technical proposal must not include any financial information.

3.2 Financial Proposal

3.2.1 The Financial proposal should include the costs associated with the assignment. Your financial proposal should be prepared strictly using, the formats attached in **Appendix - III**. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in **Appendix-III** shall be considered non-responsive and is liable to be rejected.

3.2.2 The financial proposal shall take into account all types of the tax liabilities specified in the Data Sheet.

3.2.3 Costs shall be expressed in Indian Rupees.

4 Submission of Proposals:-

4.1 The Applicant shall submit the Technical BID & Financial Bid online through Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>.

4.2 The applicant shall submit the following documents physically:

- (a) Document fee amounting to Rs. 1,000 (Rupees One Thousand only) in the form of Demand Draft / Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida.
- (b) Bid Security of Rs 50,000/- (Rupees Fifty thousand only) in the form of Demand draft/ Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida
- (c) Power of Attorney (POA) on Rs. 100/- Stamp paper, if required, as mentioned in para 1.7 of LOI.

4.3 The documents listed at clause 4.2 above shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the address and information indicated in the Data Sheet and shall be submitted to IAHE on or before the deadline for submission of bids.

4.4 The envelope shall be addressed to the following office:

Indian Academy of Highway Engineers (IAHE)
A-5, Sector-62, NH-24 Bypass,
Noida-201301, U.P., Noida

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- 4.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the applicant.
- 4.6 BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.
- 4.7 Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

5 Technical requirements for the tendering Agency/ Firm/Company

Tendering Agency/ Firm/ Company should fulfill the following technical specifications:

- (a) Catering Agency/ Firm / Company should have PAN/GIR No. of Income Tax Department and should be registered in GST.
- (b) Catering Agency/ Firm / Company should be registered with appropriate registration authority.
- (c) The registered office or one of the branch offices of the Security Agency/ Firm / Company should be located in NCR (Delhi/ Noida/ Ghaziabad/ Gurgaon/ Faridabad).
- (d) Catering Agency/ Firm / Company should have at least five years' experience in providing Catering services in any Government Departments/PSUs /Banks or private sector enterprises.
- (e) Catering Agency/ Firm / Company should have its account in the name of the Agency/Company/Firm in any Commercial Bank or in the name of Proprietor in case of Proprietorship firm.
- (f) Catering Agency/ Firm / Company should not be black listed by Central/any State Government/PSU
- (g) Certificate of Registration under Food Safety and Standards act 2006 from Department of Food safety and Drug Administration, Government of Uttar Pradesh (Proposal of a firm who is not registered under this act in Uttar Pradesh shall be rejected and not be evaluated).

Attested copy of the above mentioned documents shall have to be submitted along with the technical bid.

Non-compliance with any of the above conditions by the Catering Agency/ Firm / Company will amount to non -eligibility for the services for which RFP has been invited and bid will be summarily rejected.

6 Proposal Evaluation

- 6.1 The proposals would be evaluated by a Committee constituted by Director, IAHE. A two-stage procedure will be adopted in evaluating the proposal. In the first stage- Technical Proposal, it will be examined as to whether:
 - (i) The Proposal is accompanied by Document fee and Bid Security
 - (ii) The firm(s) have required experience
 - (iii) The firm(s) have required turnover
 - (iv) The documents are properly signed by the authorized signatories
 - (v) The proposals have been received on or before the dead line of submission.

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- (vi) The proposal is accompanied by the letter of authorization confirmed by a written power of attorney, along with (a) copy of PAN/GIR No. (b) GST Registration No. (c) Registration of the firm with the concerned registering authority of the Government. (d) Address proof of having registered office / Branch Office in NCR (Delhi/ Noida/ Ghaziabad/ Gurgaon/ Faridabad). (e) Affidavit stating that the Company/Firm/Agency is not/has not been black listed by Central/any State Government/PSU (f) Affidavit as per details mentioned in Enclosure-II pertaining to Declaration about Fraud and Corrupt Practices. (g) Certificate of Registration under Food Safety and Standards act 2006 from Department of Food safety and Drug Administration, Government of Uttar Pradesh.

In case answers to any of the above items is 'No' the bid shall be declared as non-responsive and shall not be evaluated further.

Applicants satisfying the minimum Eligibility Criteria as mentioned in the Data sheet and who had submitted the above mentioned documents shall be declared "pass" in Technical Proposals and Financial Proposal of only those applicants shall be opened and evaluated further.

6.2 Evaluation of Financial Proposal

In case, only one firm is eligible for opening of Financial Proposals, the Financial Proposal shall not be opened, the bid shall be cancelled and IAHE shall invite fresh bids for this work. **For financial evaluation, total cost of financial proposal excluding Goods and Service tax (GST) shall be considered. GST shall be payable extra. The firm quoting least Cost (including Overhead, and Profits) in the format as given in the Financial Bid shall be ranked L-1. The L-1 bidder shall be declared as the successful Firm.**

7. Performance Security

The firm will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from the Bank (Generally, by SBI or its subsidiaries or any Indian nationalized bank or IDBI or ICICI or ICICI Bank or by a foreign bank through a correspondent bank in India) for an amount of Rs. 3,00,000/- (Rupees three lakhs only) towards Performance Security. The Performance Security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the Company/Firm/Agency including extended contract period, if any. The performance BG shall be released upon successful completion of services. If a firm fails to submit the Performance Security (as specified above), it shall attract penalty -encashment of Bid Security submitted by the firm.

8. Award of Contract

The Client will award the assignment to the applicant whose Proposal has been determined to be substantially responsive to the RFP and who has offered the **least Cost (including Overhead, and Profits)** in the bid.

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9 Signing of Contract Agreement

After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.

10. Client's Right to Accept Any Proposal and To Reject Any or All Proposals.

The Client reserves the right to accept or reject any proposal, and to cancel the bidding process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Client's action.

11. The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:

- i) Notice Inviting Tender (NIT)
- ii) Request For Proposal (RFP)
- iii) Amendments/corrigendum to RFP
- iv) Name of the bidder who is awarded the Contract

12. Confirmation

We would appreciate you informing us by facsimile/e-mail *whether or not you will submit a proposal.*

Thanking you.

Yours sincerely,

Director
Indian Academy of Highway Engineers(IAHE)
Noida

Encl. as above

DATA SHEET

(References to corresponding paragraphs of LOI are mentioned alongside)

1. **The Name of the Work-**
Engagement of Catering Agencies/Firms/Companies for providing Catering Services to IAHE at Noida(Ref. Para 1.1)

(The Name of the work should be indicated in the format given in the technical proposal)
2. **The name of the Client is:** Director
Indian Academy of Highway Engineers,
A-5, Institutional Area, Sector-62,Noida
3. **Duration of the work** -initial period of 12 months which is further extendable for two more years , year by year based on satisfactory provision of Services. In case the duration of services is extended, the validity of the Performance Security should be correspondingly extended (i.e. 90 days beyond the date of completion of all the contractual obligations of the Company/Firm/Agency including extended period)
4. **Date, Time and Venue of Pre-Proposal Conference**
Date: 28.12.2018
Time: 11.00 Hrs

Venue: Indian Academy of Highway Engineers (IAHE),
A-5, Institutional Area,
Sector 62, Noida-201301, UP, India
Tel: 91-120-2405009 Fax: 2400087
5. **The Documents are:**
 - i. Appendix-I: Terms of Reference (TOR)
 - ii) Appendix-II Formats for Technical Proposal
 - iii. Appendix-III: Formats for Financial Proposal
 - iv. Appendix-IV: Draft Contract Agreement(Ref. Para 2.1)
6. **Bid Security:**Rs 50,000/- (Rupees Fifty thousand only) (Ref Para 1.9)
7. **Tax** (Ref. Para 3.2.2)

The firm shall pay all taxes (including GST), ESI, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate.

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8. The date, time and Address of proposal submission are:

Date 07.01.2019
Time upto 1500 hrs
Address Director
Indian Academy of Highway Engineers (IAHE),
A-5, Institutional Area,
Sector 62, Noida-201301, UP, India

11. Proposal Validity period (Number of days): 90 days (Ref. Para 4.7)

12. Evaluation criteria: (Ref. Para 3 &6)

12.1 First stage evaluation - eligibility requirement. (Ref. Para 3.1 &6.1)

Table-1: Minimum Eligibility Requirements

S.No.	Minimum experience and performance of similar nature works (for past performance attach undertaking for any litigation history/ and arbitration).	Average Annual turnover
1.	A Firm applying for the work should have aggregate experience of successfully providing Catering services in Government Departments/PSUs /Banks or private sector enterprises of minimum average value of Rs 40 lakhs per year during last three financial years.	Average annual turnover for last three financial years (i.e. 2017-18, 2016-17 and 2015-16) should be equal to or more than Rs.50 lakhs per year (certified by the Chartered
2.	A Firm applying for the work should have experience of successfully implementing one work of providing Catering services in Government Departments/PSUs /Banks or private sector enterprises of minimum value of Rs 20 lakhs in one year during last three financial years.	Account/attested copy of income Tax return/ Audit accounts by CA shall be submitted in support of the turnover of the firm).

The Firm shall fulfill all the requirements given in Table-1.

12.2 Second stage - Evaluation of Financial proposal

Financial Proposals of all qualified firms in accordance with clause 6.1 and 6.2 of Letter of Invitation shall be opened.

The work will be awarded to the firm who has offered the lowest evaluated Bid Price in accordance with clause 1.5 and 6.2.

13. Commencement of Assignment: The agency shall commence the services within fifteen days of the date of effectiveness of the contract at IAHE, Noida

TERMS OF REFERENCE (TOR)

Engagement of Catering Agencies/Firms/Companies for providing Catering Services to IAHE at Noida.

Terms of Reference for providing Catering Services by deploying Personnel (TOR)

1. General

Indian Academy of Highway Engineers (IAHE) herein after called client has proposed to engage eligible Catering Agencies/Firms/Companies for providing Catering Services at IAHE, Noida.

2. Scope of Services

In consideration of the fees/charges required to be quoted, the agency shall faithfully, expeditiously, economically and honestly perform the services in connection with the said work which includes but not be limited to the following:-

- (a) The IAHE requires the services of a reputed, well established and financially sound Catering Agency/Firm/Company for providing Catering Services to IAHE (as per bill of quantities) for an initial period of 12-months (one year) which is further extendable for two more years, year by year based on satisfactory provision of Services. The Catering services shall be provided to trainees of IAHE's training Programme organised at IAHE, Noida. Bill shall be claimed as per number of trainees present at Hostel/attending the training Programme day wise. However, the actual numbers of trainees may vary from time to time depending on the participation in the training Programme, the Catering agency has to prepare the Food (Lunch, Breakfast, Dinner, Morning Tea, Evening tea & two high teas during training) as per the actual requirement to be intimated to him at the rates quoted by him. The Catering agency shall be responsible for management of Catering Services by him including preparing and arranging catering on time, at proper place, as per other terms & conditions of the tender.
- (b) The contract may be curtailed /terminated before the contract period in case of deficiency in service including non-timely servicing the food/tea or insufficient manpower deployment or substandard quality of Food/Tea by the Caterer/Firm/Company. The Institute also reserves the right to terminate the contract at any time after giving **three months' notice** to the selected Agency/Firm/Company. Similarly, the selected Agency/Firm/Company should give three months' notice to IAHE in case it wants to discontinue the services.
- (c) This Institute requires the Catering Services of various items as per details given at **Enclosure-2**.
- (d) The Catering agency shall comply with all the legal requirements for obtaining license issued relating to the sale of food, Soft/Hot drinks and other items listed in enclosure 2.

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- (e) Following cooking equipments, kitchen utensils, crockery etc. are available at IAHE canteen. The Catering agency shall provide at its own cost additional Cooking equipment, Crockery, kitchen utensil of high quality duly approved by IAHE as per requirement for the smooth function of the catering services.

S. No.	Item of Kitchen Equipments	Size	Quantity
1	Exhaust hood for brasing pan	36x30x22+4"	1
2	Stock pot	24x24x24+4"	2
3	Two burner range	48x24x34+4"	1
4	Exhaust hood for two burner and stock pot	108x30x22+4"	1
5	Work table with sink	60x24x34+4"	1
6	Four door refrigerator	50x30x84+4"	1
7	Deep freezer	320 ltr.	1
8	Chapati rolling table	44x27x34+4"	1
9	Chapati plate with puffer	48x27x34+4"	1
10	Exhaust hood for chapati plate	60x40x22+4"	1
11	Brasing pan (big kadai)	36x24x34+4"	1
	WASHING AREA		
1	Potato peeler		1
2	Sink	36x24x34+4"	1
3	Work table	36x24x34+4"	1
4	Pulveriser	3 HP	1
5	Dough Kneader	10 kgs	1
6	Clean rack	44x20x60+4"	1
7	Three sink unit	60x24x34+4"	1
8	Plate rack	60x14x18+4"	1
9	Dishlanding table	44x24x34+4"	1

S. No.	Crockery Items & Kitchen utensils	Quantity
1	Bhagona (Deep Cylindrical Vessel)	5
2	Kadahi (Wok)	2
3	Rice Chalni (Strainer)	2
4	Parat (Big Plate)	2
5	Cooker	2
6	Casserole pan	1
7	Food pan (serving)	9
8	Salad Plate (Big Tray)	1
9	Service tray	9
10	Water Jug	10
11	Palta	2
12	Steel big strainer	1
13	Steel small strainer	1
14	Masala Dani	1
15	Big Karchul (Ladle)	3
16	Dolchi (Bucket)	1
17	Steel box (10 ltr)	1

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18	Belan (Rolling pin)	2
19	Knife	5
20	Chopping board	2
21	Chapata karchul (Flat spoon)	2
22	Big Drum	4
23	Small box	10
24	Non stick griddle (tawa)	1
25	Omlette Fry Pan	1
26	Donga	4
27	Tea container	1
28	kitchen grater (Kadukas)	1
29	Dinner plate	140
30	Spoon	90
31	Soup bowl	135
32	Drinking glass	60
33	Coffee mug	45
34	Tea Cup	70
35	Storage container	4
36	Butter knife	10

The above cooking equipments, kitchen utensils & crockery items shall be utilized by Catering Agency and maintain at their own cost. After completion of the services, Catering Agency shall handover all the cooking equipments, kitchen utensils & crockery items provided by IAHE in good condition.

- (f) The Catering agency shall supply and maintain at their own cost all the cooking equipment, crockery, kitchen utensils of high quality and the like which are necessary for carrying out the Cafeteria except furniture, water cooler and dessert coolers.
- (g) It is the responsibility of the Catering agency that adequate number of Manpower keeping in view the no. of participants, properly dressed, having name plate and having medical fitness certificate to be arranged for providing good services. The Catering Agency shall furnish the following documents in respect of the personnel who will be deployed at IAHE, Noida before the commencement of work or required for services from time to time:
- (i) List of persons shortlisted by the Agency for deployment in IAHE containing their full details such as date of birth, marital status, address, educational and professional qualification, experience etc.
 - (ii) Bio-data of the person with a photograph affixed along with medical fitness certificate of the personnel deployed.
 - (iii) Character Certificate of deploy personnel from a Gazetted Officer of the Central/State Government.
 - (iv) Police verification of the personnel deployed within a period of one month of deployment of the particular personnel.
- (h) The Catering agency shall be responsible for engaging staff and making payment of their dues, etc. and IAHE will not have any liability for them.

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- (i) The Catering agency shall work under overall direction of this Institute. The Institute shall have the right to ask for the removal of any person of the agency who is not found suitable and competent in dealing with the customer (staff). The Catering agency shall not engage any sub-contractor or transfer the contract to any other person in any manner. The contractor will not engage any child labour.
- (j) The Catering agency should properly display daily menu.
- (k) Cleaning of the cooking area /cafeteria/Mess will be carried out by the Catering agency at least 2-3 times every day or as appropriate to ensure proper hygiene. Cleaning of crockery, utensils, chairs and tables, etc. in the kitchen and dining hall is to be carried out by the agency every day.
- (l) In case of any loss/theft of any canteen/mess property provided by the Institute, the contractor will be responsible for the same and the cost will be recovered from the Catering agency from his running bill.
- (m) **The Catering agency shall ensure that all raw material/ingredients to be used for cooking should be branded and duly approved by IAHE.** The Institute has the right to check the products used by the agency at any time.
- (n) The Catering agency will bear all taxes, rates, charges, fees, levies related to running of the canteen.
- (o) Every day's waste from the cafeteria will be collected and disposed of by the Catering agency on daily basis at their cost.
- (p) Catering agency shall also maintain a store, where essential items of daily use for participants like milk, cold drinks, biscuits, tooth paste, tooth brush, medicines for first aid, pen-pencil, envelopes, buttons, needles, thread, comb etc. is kept and sold at a cost not more than MRP. The space for the store shall be provided by IAHE in hostel itself.
- (q) The Catering Agency shall provide identity cards to the personnel so deployed in IAHE carrying the photograph of the person and such personal information as name, date of birth, designation and identification mark etc.
- (r) The Catering Agency shall depute a Coordinator who would be responsible for immediate interaction with IAHE.

3. Special Terms & conditions of contract

The Catering agency shall be responsible for management of Catering Services by them including preparing and arranging the food timely at proper place, and other terms & conditions of the RFP document.

(a) The contract will commence after signing of the Contract from the stipulated date as specified by IAHE. It will initially continue for a period of 12 months which is further extendable for two more years, year by year based on satisfactory provision of Services. The period of contract may, however, be curtailed or terminated by IAHE owing to deficiency of service, sub-standard quality of food and the personnel deployed, breach of contract, reduction or cessation of the requirements of work, as the case may be.

(b) The working hours of the Hostel Mess, are from 6 a.m. to 11 p.m. or as per requirement by the Institute. Lunch/Snacks shall also be provided to participants at seminars, Conferences, training programmes conducted by IAHE or for the guests who are staying in the Hostel of IAHE. If required, the contractor will run the canteen during holidays/meeting days also.

(c) The Institute also reserves the right to terminate the contract at any time after giving **three months' notice** to the selected Agency/Firm/Company. Similarly, the selected Agency/Firm/Company should give three months notice to IAHE in case it wants to discontinue the services.

(e) In case, the person deployed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risk, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal with immediate effect from work, if required by the IAHE.

(f) The Catering Agency shall ensure that any details of office, operational process, technical know-how, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in IAHE.

(g) The Catering Agency shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan / paan-masala and smoking of Bidi/Cigarettes, loitering without work etc.

(h) It will be the responsibility of the Catering Agency to meet all other contingency expenses, i.e., uniform, quarter for staying etc. in respect of the personnel deployed by the Agency in IAHE and IAHE will have no liabilities in this regard, whatsoever. However, one type I quarter will be allotted to the agency where 3-4 workers for morning/night duties can stay with prior permission of the Academy. For allotment of one type-I quarter, License fee shall be charged as per prevailing govt. rates. Electricity charge is also to be deposited on monthly basis as per actual consumption of electricity. No other area or premises of the Institute will be utilized by the Catering agency or his labour for any use.

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(i) The facility of PNG gas pipeline is available at IAHE Canteen. Catering Agency shall use PNG for cooking and the bill for the consumption shall be paid by the Catering Agency within due date and the proof of same shall be submitted to IAHE. Catering Agency shall use treated water for cooking which will be provided by IAHE free of cost.

(j) The Catering Agency shall make regular and full payment of wages salaries and other payment as due as per the law, to his supervisor/workers deputed for catering services in IAHE and furnished necessary proof whenever required. IAHE will have no liability what so ever concerning the main power deployed by Catering Agency.

(k) The Catering Agency shall be solely responsible for the redress of grievances/resolution of disputes relating to Manpower personnel deployed in IAHE. The IAHE shall in no way, be responsible for settlement of such issues, whatsoever.

(l) The IAHE shall not be responsible for any damages, losses, claims, financial or other injury to any personnel deployed by the Agency during the course of their performing the duties, or for any payment towards any compensation, as the case may be.

(m) In case of termination of this contract on its expiry or otherwise, the manpower deployed by the Catering Agency shall not be entitled to, and, will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity in IAHE.

(n) The Contracting Agency/Firm/Company shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other Agency/Firm/Company, whatsoever.

(o) The selected agency/Firm/Company will be bound by the information furnished to IAHE at the time of submitting the bid or at subsequent stage. In case, any such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms and conditions of contract making it liable for legal action besides termination of contract.

(p) The Catering agency shall be responsible for any theft and damage of the property in the Kitchen area in IAHE. Penalty shall be imposed on the Catering agency to offset such loss/damage. In case the agency does not pay the penalty within the stipulated time, the bank guarantee submitted as performance security can be encashed and the Catering agency is bound to replenish such Bank Guarantee forthwith.

(q) All legal requirements if any for running canteen/mess as mandatory requirement of Govt. agencies shall solely be the responsibility of the contractor. The Catering agency shall comply with all the legal requirements for obtaining license issued relating to the sale of food, drinks and the like items.

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(r) The Catering Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IAHE to concerned tax collection authorities from time to time as per the extant rules and regulations on the matter.

(s) In case, the Catering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof IAHE is put to any loss, obligation- monetary or otherwise, IAHE will be entitled to get itself reimbursed out of the outstanding bills of the Agency/Firm/Company or to encash the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.

(t) GST Shall to be deposited by the Catering agency as per Govt. norms from time to time to the relevant Government Authorities. GST shall be reimbursed by IAHE on submission of Challan (proof of deposition of GST to the relevant authorities) by the agency as per Government norms pertaining to GST from time to time.

(u) **Penalties:**

- (i) The eatables served by the Catering Agency to the Trainee/ participants /Guests/IAHE employees shall be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, egg-shell, human hair, glass or crockery chips, paper, wood insects, flies or non-useable liquid. Dishes containing such things shall be rejected. A penalty of Rs.1000/- will be imposed each time such unwanted materials are found.
- (ii) If any staff is found without proper uniform or uniform found untidy a penalty of Rs.500/- per day, per occasion / person will be imposed on Catering agency.
- (iii) For delay in rendering services beyond reasonable period or specified time and period for any reason on any occasion a sum up to Rs.5000/- as decided by officer in charge of IAHE shall be imposed as penalty on service provider.
- (iv) In the event of failure to supply required food/items as per Menu/order, the same will be procured from reputed hotels/restaurants at the cost of the Catering Agency. Cost of such purchase + 10% charges will be deducted from the Catering agency's bill.
- (v) The amount to penalty imposed on the Catering Agency has to be deposited with IAHE within a period of 7 days from the date of imposition of penalty, failing which it would be one of the grounds for breach of contract. In case the agency does not pay the penalty within the stipulated time, the bank guarantee submitted as performance security can be encashed and the Catering agency is bound to replenish such Bank Guarantee forthwith.

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- (vi) A written complaint from any Officer of IAHE will be valid document for accepting the complaint. It will be the responsibility of the contractor to prove it to the entire satisfaction of the Institute that penalties need not to be imposed. The decision of the Institute in this regards will be final and binding to the contractor.

6. HYGIENE & CLEANLINESS:

- 6.1 Cleaning of Kitchen, cafeteria, dining hall including furniture and equipments used by Catering Agency will be the responsibility of the Service Provider. All the Cleaning material should be done with Branded material with due approval of the IAHE. Pest control in Cafeteria. Dining hall, Kitchen, pantries used by the Catering Agency shall be the responsibility of the Service Provider.
- 6.2 The dining hall, kitchen, cafeteria and any other place where catering services are required would be maintained properly by the Catering Agency. Service counter to be maintained properly.
- 6.3 Tea leaves, leftover food will be collected in proper refuse bins and disposed off immediately. Plastic bags shall be used in all the dust bins in dining hall and kitchen for easy collection and disposal; so that the dust bins are maintained neat, clean and in a hygienic condition. The Catering Agency must ensure that food is well protected against contamination by adhering to high standards of sanitation practice and general hygiene. In preparation of food **physical contact therewith shall be kept to an absolute minimum** by usage of appropriate handling processes and utensils. The Kitchen & serving staff may be instructed to use appropriate gloves or caps / sweat bands, wherever necessary.
- 6.4 The Catering Agency will ensure that all personnel engaged are medically fit and a medical certificate to this effect shall be furnished in the prescribed format to the IAHE. The Catering Agency will furnish medical certificate of staff deployed from time to time in fulfilling contractual obligations. On the request of the service provider, IAHE may arrange medical examination in respect of the contract personnel to be deployed at his costs. On such examination, if any of the staff of the Catering Agency found medically not suitable/unfit for employment under this contract, the Catering Agency shall have to relieve such employee forthwith and provide suitable substitute immediately. The Catering Agency shall be responsible for any compensation to such employee.

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6.5 The Catering Agency shall maintain the items referred to in Clause hereinafter and dining premises in a good, working, clean, tidy and hygienic conditions and clear-up water outlets free from debris or waste materials to avoid chocking of drain system. It shall hand over the items at the time of expiry of contract/termination of contract in good condition with normal and acceptable wear and tear.

7. QUALITY MAINTENANCE:

7.1 The kitchen preparations shall be done under the supervision of the qualified and experienced Chef provided by the Catering Agency.

7.2 The Catering Agency shall be equipped to undertake Hygiene audit on a regular basis and submit report to IAHE.

7.3 Non-vegetarian dishes shall be made of fresh and good quality mutton, chicken or fish; and shall be purchased from standard authorized shop. The non-vegetarian items shall be washed and marinated properly before cooking. The pieces of non-vegetarian items shall not be too small or too big. The fish pieces to be served shall have only one bone. Unnecessary shreds and small bone pieces shall be removed.

7.4 The Catering Agency shall be responsible to ensure that all vegetables, fruits etc. used are fresh and are not rotten or overripe. Milk and milk products such as curd, yogurt, butter, cottage cheese etc. shall be of good/standard quality and should be prepared and served fresh.

7.5 Religious sentiments of vegetarians are kept in mind during food production and these items are cooked separately from non-vegetarian food.

7.6 The food items may be stored in proper wraps/foils available in the market.

7.7 The Catering Agency shall not supply any food or beverages to any person not connected with the IAHE.

7.8 A **Feed Back Book** should be made available for feed-back from the users. The Catering Agency must keep this book at prominent place of Dining Hall with ink pen.

8. DEPLOYMENT OF PERSONNEL :

- 8.1 The IAHE may prohibit employment of any particular person/s by the Catering Agency to carry out its obligations in terms of this Contract. The Catering Agency will carry out the police verification of all its employees, which he will employ at the IAHE premises for running the catering services.
- 8.2 The Catering Agency shall withdraw forthwith any of his employees on receipt of written request; who in the opinion of the IAHE are found undesirable. The decision of the IAHE representative in writing in this regard shall be final and binding on the Service Provider.
- 8.3 All Employees of the Catering Agency shall be provided with summer and winter uniform, shoes, etc. by the Catering Agency and shall ensure that they appear presentable.
- 8.4 All personnel deployed by the Catering Agency should be instructed to maintain:
- i. Sanitation standards as specified ;
 - ii. Wear clean uniform with gloves & head gear and have identification card on their person;
 - iii. Good personal habits, hygiene and grooming;
 - iv. Follow specific cleaning procedures - both daily and weekly;
 - v. To constantly maintain high quality customer service;
 - vi. To ensure that personnel conform to the highest standard of behavior and discipline.
- 8.5 The Catering Agency shall comply with all the requirements of statutory provision of Minimum Wages Act as revised from time to time, payment of minimum Wages, Contract Labour (Regulation & Abolition) Act, Employees Provident Fund Act, and other laws applicable at his own risk and cost. It shall maintain the record required under various laws. It shall make available to the IAHE all such records and provide copies thereof to the Authority, upon request. It shall indemnify and keep indemnified the IAHE, its members, Directors and employees, against any non-compliance therewith or losses, damage and other consequences arising from such non-compliance, including any claims by third parties. Without prejudice to the other provisions of this Contract, the Catering Agency will take out insurance policies for sufficient amount to cover himself against workman's compensation etc. and will keep the IAHE, its Members, Directors and employees indemnified against all such risks.
- 8.6 The Catering Agency has to ensure Police Verification of all their staff before they are deployed at the premises of IAHE. A copy of Police Verification report shall be submitted to the IAHE.

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- 8.7 The Catering Agency shall, at its own expense, have each of its employees prior to his commencing work undergo a health examination by a qualified physician for any disease endangering human health and produce to the IAHE a medical certificate on his behalf. The said medical examination will include, but not be limited to, special tests for the detection of venereal diseases, tuberculosis, and/or other contagious, infections or communicable disease. The IAHE may, at any time, require that certain employee be subjected to medical examination by a doctor nominated by it and if such employee is found to be suffering from any disease, endangering human health, the Catering Agency shall immediately replace/relieve the said employee of his duties.
- 8.8 Authorized signatory of the Catering Agency, or its representative/s will meet the IAHE representative/s regularly (monthly basis) to discuss the issues connected with the operation of the Contract.
- 8.9 The Catering Agency shall, in performing its part of this Contract, ensure the safety of the building and the safety and comfort of the IAHE and the persons working in or visiting the IAHE.
- 8.10 IAHE personnel shall not have general access to kitchen, stores and office areas. However, the Catering Agency shall afford access to such areas to personnel of IAHE as may be required by the IAHE, at times to check upon the compliance by it of the terms of this Contract and or purpose of maintenance, inspection or attaining to an emergency.
- 8.11 The Catering Agency will devote its undivided attention to the work entrusted to it and work diligently to the full satisfaction of the Authority. The Catering Agency will also maintain a suggestion book for comments on the service rendered by it and will act on such suggestion from time to time.
- (a) The Catering Agency will be an independent Catering Agency and not any how an employee of the Authority.
 - (b) Catering Agency shall not assign this Contract or any part thereof to a third party.
 - (c) In case of any specific work sub contracted the preparation will be made in the kitchen provided by the IAHE, with no cost to IAHE.
 - (d) In case of items viz. desserts etc. on special occasions on short notice, the same shall be procured from reputed manufacturers only viz. Haldiram's/ Bikanerwala, etc. payment for which will be made on actual basis on presenting the original bill.
- 8.12 Issues of receipts/acknowledgements of the furniture, fittings, Kitchen equipments etc. handed over by the IAHE to the Service Provider, maintain them in good working condition, maintenance of registers showing the location of the items, as well as handing over the items to the IAHE in good condition at the time of expiry/termination of the contract will be Catering Agency responsibility.

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- 8.13 Catering Agency shall assume full responsibility for all property in its care, custody and control, except for loss by fire, flood, strike, riots and acts of God or other causes beyond Catering Agency control and upon termination of this agreement, surrender possession of same to IAHE in the same condition as was received with ordinary wear and tear accepted.
- 8.14 The Catering Agency agrees to conduct of a joint verification of all the equipments and properties of the IAHE, given to him by the IAHE periodically with the authorized Officer of the IAHE.
- 8.15 In case there is any damage to the property of the IAHE, due to fire, rash and negligent act of the Service Provider, the Catering Agency will be fully responsible for the same and will be liable to pay the appropriate damage to the IAHE which will be quantified by the Departmental Committee of the IAHE so constituted by the IAHE for such purpose. The decision/judgment of the IAHE will be final.

9. PAYMENT OF WAGES:

The Catering Agency shall make regular and full payment of wages, salaries and other payment as due as per the Law, to his Supervisors/personnel deputed for the work and furnish necessary proof whenever required.

IAHE will have no liability whatsoever concerning for the man power deployed by the service provider.

The Catering Agency shall deploy sufficient number of personnel mentioned in TOR at all times depending upon the requirement/ programmes/ events. The personnel should however, be controlled by one Manager/Supervisor to be deployed by the service provider.

(i) All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by IAHE. The decision/award shall be final & binding on both the parties. The Arbitration shall be governed under the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. The venue of arbitration will be Noida/ Delhi.

(ii) The institute reserves the right to withdraw /relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

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(iii) The agency shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, IAHE for the purpose of this paragraph, the terms set forth below as follows:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
- (c) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non competitive levels;
- (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

10. Payment to Catering Agency:-

- i. Catering Agency shall be paid as per actual no. of meals served to the participants i.e. items indicated in Appendix-III. The Catering Agency shall have to maintain a register for verification of no. of meals which shall be verified by the authorized personnel of IAHE. Catering Agency shall submit monthly bill for payment.
- ii. Catering Agency shall remains in touch with the authorized personnel of IAHE to know the no. of meals to be served before, during and after the training programme.
- iii. In case of any ambiguity, clarification shall be given to the Catering Agency for smooth operation of catering services which will be binding.

ITEMS OF FOOD, BEVERAGES ETC, TO BE SERVED

Sr. No.	Item	Time for servicing
1.	Bed Tea/coffee (with option to Dip tea/prepared tea/coffee (to be served in resident's room))	06:00-07:00
2.	Breakfast (i) Milk & Cornflakes/ Oats/Porridge (ii) Toasts with butter and Jam/Ketchup or Sandwich / Cutlets (iii) Omelets/ Boiled eggs (iv) Stuffed parathas with curd and pickle Or Idli/Vada/Dosa/Utthapam with Sambhar& Chatni Or Puri-Bhaji / Chholley-Bhatoora /Pao-Bhaji with pickle (v) Fresh Fruits/Juice (vi) Tea/Coffee	08:30-09:30
3	High Tea (Tea/Coffee/Juice, snacks (pakoras/ samosas/ assorted pakoras/ sandwich/cutlets any other such item), biscuit (salted & sweet), ketchup	11:15-11:45
4	Lunch* ➤ One Soup ➤ One non-Veg item (Boiled and fried) (chicken/mutton/fish). ➤ One special dish of paneer/ Kari/Malai Kofta ➤ One seasonal vegetable ➤ Dal/Chana/Rajma ➤ Curd/Bhalley/Raita ➤ Rice/Pulao ➤ Tawa Chapati/Nan/ tandoor Roti ➤ Green Salad, Pickle, Papad, Chutney ➤ One Sweet dish (Gulab Jamun / Ice-cream/ Rasgullah /Moongdal Halwa/Gajar Halwa/Jalewi	13:00-14:00
5	High Tea (Tea/Coffee, Biscuit (salted & sweet)	15:15-15:45
6	Evening Tea (Tea/Coffee, Snacks such as pakoras/ samosas/ assorted pakoras/ any other such item)	18:00-18:30
7	Dinner (Same as in lunch but items should be changed except sweet dish and non-veg item#)	20:30-21:30

* In addition, one continental dish (Scaloppini A'La Valdostana/Fillet De Sola Aux Raisubs/Sole Ala Parmigiana/Lamb Streaks in Piri Sauce/Veg Au Gratin/Veg Lasagne) shall be provided @ Rs. 50/- per person per meal whenever required.

Non-veg item shall be served either in lunch or dinner as per direction of the IAHE.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature; Name & Designation with office Seal

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

Director,
INDIAN ACADEMY OF HIGHWAY ENGINEERS
Plot No. A - 5, Sector - 62,
NOIDA - 201 301.

Dear Sir,

In consideration of INDIAN ACADEMY OF HIGHWAY ENGINEERS (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to (here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. In terms inter alia, of the IAHE's Letter No. dated. and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract up to a sum of Rs3,00,000/- (Rupees Three Lakhs only)

1. We. (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anyway payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anyway payable in respect of the above to this guarantee up to an aggregate limit of Rs./- (Rupees.....only).
2. We Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account there of and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s)

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reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anyway may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We.the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

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12. Notwithstanding anything contained herein before, our liability under this guarantee is _____ restricted to Rs. _____ (Rs. ___) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made up on us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 15 months i.e. upto 3 months beyond the expiry of contract of 12 months.

Datedday of20 .

For and on behalf of Bank.

Designation and name of Bank Official(with Bank Stamp)

TECHNICAL PROPOSAL

Form-T1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, *****

Sub: Engagement of Catering Agencies/Firms/Companies for providing Catering Services to IAHE at Noida.

Dear Sir,

With reference to your RFP Document dated-----, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as **Catering Agencies/Firms/Companies for providing Catering Services to IAHE at Noida**. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the agency for the aforesaid work.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

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7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants in accordance with Clause 10 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Security services or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. 50,000/- (Rupees Fifty Thousands only) and fee for document of Rs. 1000/- (One thousand only) in the form of a Demand draft/ Banker Cheque are attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this valid for 90(Ninety days) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

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17. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix IV of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.
19. The Technical proposal is being submitted in hard copy and is being submitted online also. Financial Proposal is being submitted online only. The Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant/Lead Member)

Enclosures:

1. Power of Attorney (POA) as mentioned in para 1.7 of LOI.
2. Bid Security & document fee as mentioned in para 3.1.1 of LOI.
3. Firm's relevant experience as mentioned in para 3.1.1 of LOI (Form T-2 with enclosures).
4. Firm's turnover as mentioned in para 3.1.1 of LOI (Form T-3 with enclosures).

FIRM'S RELEVANT EXPERIENCE

Relevant Services Carried out in the Last three Years (2015-16 onwards)
Which Best Illustrate Qualifications

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

Details of work Experience for the year 2015-2016

Name of the Firm:

S. No.	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3	Date of start				
4	Status of work i.e. whether completed/ ongoing				
5	Actual date of completion/ in case of ongoing contracts date up to which payment received				
6	Total amount received during 2015-16				
7	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred)				
8	Contact Details of Clients including Phone no & address for further enquiry				

Total amount received during 2015-16= Total amount received (as per Sl no. 6 in the table above) during 2015-16 for (Work 1+ Work 2 + Work 3 + Work 4 + -----) = Rupees _____

Note:

In case of number of works of more than 4, more columns can be added in the above table and can be continued on next page for the relevant Year (2015-16)

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Details of work Experience for the year 2016-2017

Name of the Firm:

S.No.	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3	Date of start				
4	Status of work i.e. whether completed/ ongoing				
5	Actual date of completion/ in case of ongoing contracts date up to which payment received				
6	Total amount received during 2016-17				
7	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred)				
8	Contact Details of Clients including Phone no &address for further enquiry				

Total Fees received during 2016-17 = Total Fees received (as per Sl no. 7 in the table above)during 2016-17 for (Work 1+ Work 2 + Work 3 + Work 4 + -----) = Rupees_____

Note:

In case of number of works of more than 4 , more columns can be added in the above table and can be continued on next page for the relevant Year (2016-17)

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Details of work Experience for the year 2017-2018

Name of the Firm:

S.No.	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3	Date of start				
4	Status of work i.e. whether completed/ ongoing				
5	Actual date of completion/ in case of ongoing contracts date up to which payment received				
6	Total amount received during 2017-18				
7	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred)				
8	Contact Details of Clients including Phone no & address for further enquiry				

Total Fees received during 2017-18= Total Fees received (as per Sl no. 7 in the table above)during 2017-18 for (Work 1+ Work 2 + Work 3 + Work 4 + -----) = Rupees_____

Note:

In case of number of works of more than 4 , more columns can be added in the above table and can be continued on next page for the relevant Year (2017-18)

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Note:

1. Only the value of contract as executed by the firm in its own name should be indicated. **All the pages of the Technical Bid are to be numbered continuously and page no is to be referred under the reference column**
2. All the details should be supported by documentary proof, i.e., **clients certificates** clearly indicating commencement and actual completion date and contract amount payable **and payments made to the Contractor during at particular year i.e. 2015-16, 2016-17,2017-18 (wherever applicable) etc.**
3. **The experience of the Principal Firm / Agency will only be considered for evaluation of Tender. The experience of any Strategic alliance / partnership firm etc, will not be considered for evaluation**

Signature of Authorized Representative

(Certificate from Employer regarding experience should be furnished)

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APPENDIX-II

Form- T3

Financial Capacity of the Applicant

Name of the tenderer:

All amount in Rupees in Lakh

SN	Description	2015-16	2016-17	2017-18
1.	Annual Turnover			

NOTE:

1. Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial year, as indicated above.

Or

The financial data in above prescribed Performa shall be certified by Chartered Accountant/Company Auditor under his signature & stamp.

2. The Annual Turnover of the Principal Firm / Agency will only be considered for evaluation of Tender. The Annual Turnover of any Strategic alliance / partnership firm etc, will not be considered for evaluation.

Please do not attach any printed Annual Financial Statement.

Signature of Authorized Representative

(Certificate from Employer regarding experience should be furnished)

(Form- F-1)
FINANCIAL PROPOSAL

FROM:

TO:

Sir:

Subject: Engagement of Catering Agencies/Firms/Companies for providing Catering Services to IAHE at Noida

Regarding Price Proposal

I/We _____ Catering agency/ firm herewith
enclose*Price Proposal for selection of my/our firm/organization as Catering
agency/ firm for _____

Yours

faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

(Authorized Representative)

*The Financial proposal is to be filled strictly as per the format given in RFP.

(Form- F-2)
Form of Financial Proposal

I, the undersigned, offer to provide Catering Service to IAHE in accordance with your RFP[Dated 17.12.2018].Our Catering Charges including uniform allowance, Overhead& Profit is (in figures) _____per person per day (in words _____per person per day) excluding GST.

1. Our financial proposal shall be binding upon us upto the expiration of the validity period of the proposal, i.e., [Date _____].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

Representative)

(Authorized

Annexure to Form F-2

For providing Catering Services at IAHE, NOIDA .

FROM : (Name of Firm)

TO :

Indian Academy of Highway Engineers (IAHE),
Plot No-A-5, Sector-62 , Noida- 201301 (U.P)

Subject: Tender for providing Catering Services to IAHE

I offer my rates as under:

Sr. No.	Item	Rate to charge in Rupees per Person per item
1.	Bed Tea/coffee (with option to Dip tea/prepared tea/coffee (to be served in resident's room)	
2.	Breakfast (i) Milk & Cornflakes/ Oats/Porridge (ii) Toasts with butter and Jam/Ketchup or Sandwich / Cutlets (iii) Omelets/ Boiled eggs (iv) Stuffed parathas with curd and pickle Or Idli/Vada/Dosa/Utthapam with Sambhar& Chatni Or Puri-Bhaji / Chholley-Bhatoora / Pao-Bhaji with pickle (v) Fresh Fruits/Juice (vi) Tea/Coffee	
3	High Tea (Tea/Coffee/Juice, snacks (pakoras/ samosas/ assorted pakoras/ sandwich/cutlets any other such item), biscuit (salted & sweet), ketchup	
4	Lunch* <ul style="list-style-type: none">➤ One Soup➤ One non-Veg item (Boiled and fried) (chicken/mutton/fish).➤ One special dish of paneer/ Kari/Malai Kofta➤ One seasonal vegetable➤ Dal/Chana/Rajma➤ Curd/Bhalley/Raita➤ Rice/Pulao➤ Tawa Chapati/Nan/ tandoor Roti➤ Green Salad, Pickle, Papad, Chutney	

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	➤ One Sweet dish (Gulab Jamun / Ice-cream/ Rasgullah /Moongdal Halwa/Gajar Halwa/Jalewi	
5	High Tea (Tea/Coffee, Biscuit (salted & sweet)	
6	Evening Tea (Tea/Coffee, Snacks such as pakoras/ samosas/ assorted pakoras/ any other such item)	
7	Dinner (Same as in lunch but items should be changed except sweet dish and non-veg item#)	

* In addition, one continental dish (Scaloppini A'La Valdostana/Fillet De Sola Aux Raisubs/Sole Ala Parmigiana/Lamb Streaks in Piri Sauce/Veg Au Gratin/Veg Lasagne) shall be provided @ **Rs. 50/- per person per meal** whenever required.

Non-veg item shall be served either in lunch or dinner as per direction of the IAHE.

N.B. Rates quoted above are excluding of GST and including of other tax applicable, if any.

Signature of Managing Director/
Head of the firm/Authorised Representative

Full Name:
Seal:

Date:

Place:

Section-V-Draft Contract Agreement

CONTRACT AGREEMENT

BETWEEN

INDIAN ACADEMY OF HIGHWAY ENGINEERS

A-5, Institutional Area, Sector-62, Noida (U.P)

AND

FOR

**Engagement of Catering Agency/Firm for providing Catering Services to
IAHE at Noida**

Draft Form of Contract

AGREEMENT of Contract for Providing the Catering Services in IAHE

This agreement made on the Day of _____ Month Year Two Thousand Sixteen between the INDIAN ACADEMY OF HIGHWAY ENGINEERS, Plot No. A-5, Sector-62, NOIDA, (hereinafter called “IAHE”) of the one part, which expression shall include his successors and assigns and M/s (herein after called “The Catering Provider”) which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas IAHE is desirous of hiring of contractual which should be deployed by the Contractor, viz “.....” etc.in IAHE Campus and has accepted a Bid of the Contractor for the execution and deployment of Security personnel therein.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a- RFP No. IAHE/Admin /...../Tender-...../ dated 17.12.2018
 - b- IAHE’s Work Order No.....
 - c- Performance Security.....
3. In consideration of the payment to be made by the IAHE to the contractor as hereinafter mentioned, the Contractor hereby covenants with IAHE to execute and deployment of contractual manpower and remedy any defects therein in conformity in all respect with the provisions of this agreement.

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4. The INDIAN ACADEMY OF HIGHWAY ENGINEERS hereby covenants to pay the Contractor in consideration of the execution and deployment of contractual manpower and the remedying of defects therein the Contract Price or such other sum as may become payable at the times and in the manner prescribed by this agreement.
5. Obligations of the Contractor - The contractor shall ensure full compliance of tax laws of the India with regards to this agreement and shall be solely responsible for the same. The contractor shall submit the copies of acknowledgements evidencing filling of returns every year, receipt of all statutory obligations month wise and shall keep the employer fully indemnified against liability of tax, interest, penalties etc. of the contractor in respect thereof, which may arise.
6. The court at the Delhi/New Delhi shall be the exclusively jurisdictions for all dispute arising out of this agreements between the parties.

In Witness whereof the parties hereto have this Agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the Said

Binding signature for and on behalf of
INDIAN ACADEMY OF HIGHWAY ENGINEERS,
NOIDA. _____

Binding Signature for and on behalf of
The Catering Agency _____

In the presence of

Witness (1):

Witness (2):