Management Development Institute Gurgaon
Mehrauli Road, Sukhrali, Gurugram -122007

TENDER DOCUMENT

OPEN TENDER ENQUIRY

for

"Invitation of Bids for providing Catering Services at Management Development Institute Gurgaon" Title of RFP (MDI-R/ADMIN/OTE/2020-21/dated 8th September 2021)

Last Date for submission of filled tender to MDI Gurgaon: 30th September 2021 by 3:00 PM

Pre-Bid meeting will be held on 15th September 2021(Tuesday) at 11:00AM

(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/Proprietor with Company's seal stamped on each page).

CONTENTS OF TENDER DOCUMENT

Section / Part No.	Description of Contents	Page No.
I	Notice Inviting Tender: Invitation for the Bids	**3**
II	Important Information Related to Tender	**4**
III	Instructions for Bidders	**6**
IV	Scope of Work	**15**
V	Terms and Conditions of Contract	**28**
VI	Bidder Details Form	**32**
VII	Financial-Bid-Format	**34**
VIII	Self-Declaration for Non Black Listing	**37**

PART-I

NOTICE INVITING TENDER FOR PROVIDING CATERING SERVICES AT MANAGEMENT DEVELOPEMENT INSTITUTE GURGAON

Management Development Institute Gurgaon, Haryana (hereinafter referred to as the "Institute") an Institute of national repute is dedicated to offer world class programmes in Management Education. The Institute invites Sealed Tenders on 'Two Bid System' as mentioned hereunder in the attached prescribed format from reputed Catering Services Providing Agency/Firm having adequate experience in the field. The agency shall be providing Catering Services to the Institute based on the requirement of the Institute from time to time for a period of initially one year, further extendable based on satisfactory completion of contract every year. Interested parties may submit bids in two separate envelopes duly super-scribed as "Technical Bid" and "Financial Bid". Both these bids should be put in one big envelope superscribed "TENDER FOR PROVIDING CATERING SERVICES AT MDI GURGAON".

Please super scribe the above-mentioned title, number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

Tender form can be downloaded from Management Development Institute Gurgaon website: https://mdi.ac.in from 8th September 2021 to 30th September 2021 submitted in physical form latest by 30th September 2021 up to 3:00 PM.

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PART-II

IMPORTANT INFORMATION RELATED TO TENDER

S. No.	Information	Dates
1.	Date of Publishing of Tender	**8th September 2021**
2.	Date/Time of Pre-Bid Meeting	**15th September 2021/11:00AM**
3.	Date/Time of closing of Tender	**30th September 2021 / 3:00 PM**
4.	Date/Time of Opening of Technical Bid	**5th October 2021 / 2:30 PM**
5.	Date/Time of Opening of Financial Bid (Only those who qualify the technical evaluation)	Will be informed later in due course
6.	EMD Amount (Refundable to unsuccessful Bidder)	Rs. 2,50,000/- has to be paid through a Demand Draft in favour of "Management Development Institute", payable at Gurgaon. The DD has to be attached with the application form, without which the bid would not be considered valid
7.	Period of validity of Tender	Minimum 90 days from closing date
8.	Place of opening the Bid	MDI Gurgaon

1. Sealed Bids are invited under two bid system from reputed, well established and financially sound CATERING service providers to provide catering services at MDI Gurgaon. The instruction for Bidders is enclosed as Part-III; Scope of work in Part-IV. Terms & Condition of the tender is enclosed as Part-V, Bidder's details format is enclosed as Part-VI. Format of Bid Price as Part-VII and Self Declaration by Bidder at Part-VIII.

2. The bids duly filled in all respect enclosing necessary documents may be addressed to Chief Administrative Officer (Admin.), Management Development Institute, Mehrauli Road, Sukhrali, Gurgaon-122007 (Haryana) so as to reach on or before 30th September 2021 / 3:00 PM.

3. The address and contact numbers for submitting Bids or seeking clarifications regarding this Tender are given below:

a. **For Bid queries**: Chief Administrative Officer (Admin), Management Development Institute Gurgaon (caoadmin@mdi.ac.in contact no. 0124-4560000)

b. **Postal address for submitting the Bids**:

Chief Administrative Officer (Admin.),
Management Development Institute Gurgaon
Mehrauli Road, Sukhrali,
Gurgaon-122007, Haryana

4. Tenders should be accompanied by Bid Security for an amount of Rs. 2, 50,000/- (Rupees two Lakh Fifty Thousand Only) submitted in the form of Demand Draft in favour of "Management Development Institute", payable at Gurgaon.

5. Date of opening of Financial Bid: The opening date of financial bid shall be intimated to the bidders whose offers have technically qualified.

6. Tenders received after the last date and time (i.e., 30th September 2021 at 03:00 PM) will not be considered.

7. MDI GURGAON reserves the right to either accept or reject any or all of the tenders without assigning any reason whatsoever and decision of Director MDI Gurgaon shall be final and binding.

PART-III

INSTRUCTIONS TO THE BIDDERS

1. **Scope of Work:** The Scope of Work is given in Part IV.

2. **Eligibility Criteria:**

   a) Should be either registered as a company under Companies Act 1956/2013/LLP or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be and should be in existence as such entity for not less than Five years before 31/03/2021. Bids of tendered having the status of sole proprietorship firms in any of the last five years shall not be considered at all.

   b) Should be providing similar kind of services for five years during the last five financial years (i.e. providing catering services in Regulatory bodies, Large Educational /Research Institutions, Universities, Schools, Colleges, Public or Private Sector Companies / Undertakings, Autonomous Bodies etc.).

   c) Must have a valid license (as on bid submission date) for providing catering services as stipulated in the relevant provisions.

   d) Must have achieved minimum annual turnover of Rs. 5.0 crores during last three completed financial years and should be profit making entity.

   e) Should have their own Bank Account.

   f) Should be registered with Income Tax and GST departments.

   g) 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 FSSAI License.

   h) The agency 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 or in violation of the Private Catering Agencies(Regulation) Act, 2005.

   i) The Tenderer should have minimum five years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least five or more clients.

   j) Should have successfully completed at least ONE similar work of value equal to Rs. 2.5 crore(s) or more from any Public Sector Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment / Educational Institution / Schools during the last three years.

Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments/Companies and Balance Sheet in support of requirement.

3. Documents required in support of eligibility and Qualification:

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

a) Self-Attested copy of Telephone bill/Electricity Bill/Registered Lease Deed indicating the address evidencing its location in such territory in the last 2 years.

b) Self-attested copy of Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.

c) Self-attested copy of valid license for providing catering services.

d) Self-attested copy of valid registration certificate of Labour Department / EPFO / ESIC etc., as may be required.

e) Statement of average annual turnover of last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.

f) Audited Balance Sheet along with Profit & Loss Statement of last three financial years.

g) EMD of required amount as specified in this tender document.

h) Self-attested copy of GST registration certificate and PAN.

i) Self-attested copies of work Orders and Client's Satisfactory Certificates.

j) Declaration for not having been blacklisted by any State Government or by Government of India as per the format in this tender document.

4. Tender Validity

The validity period of the bid will be 90 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 Gurgaon. A proposal valid for a shorter period may be rejected as non-responsive.

5. Bid Security/Earnest Money Deposit (EMD)

a. The interested bidders may submit the tender document complete in all respects along with earnest Money Deposit (EMD) of Rs.2,50,000/- (Rupees Two Lakh fifty thousand Only) in the form of an Demand Draft/Fixed Deposit Receipt from a commercial bank, in favour of "Management Development Institute", payable at Gurgaon.

b. Any Tender not accompanied by Bid Security shall be summarily rejected and not considered at all.

c. Bid Security of the unsuccessful bidders will be returned to them without any interest within 30 days after finalization of tender.

d. Bid Security of the successful bidder shall be returned on receipt of Performance Catering in MDI Gurgaon and after signing the contract.

e. Bid Security shall be forfeited if the bidder withdraws his bid during the validity period of Tender.

f. The Earnest Money 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 Document during the currency of the contract.

(iii) The Successful Bidder/Tenderer fails to comply with the rules and regulations set forth by Government such as PF, ESI, Minimum Wages and other statutory requirements.

6. Preparation and Submission of Bids:

a) Tenders are to be submitted as per two bid system i.e.- Technical Bid and Financial Bid.

b) All entries in the tender form should be legible and filled clearly.

c) Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.

d) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.

e) Technical Bid should contain all the documents required and EMD as specified in relevant paras. Technical Bid should also contain Tender Form, Declaration Form, Manpower Details, Performance Statement, and Details of Staff available with the Agency.

f) Financial Bid should only contain the Price Schedule duly filled as per format given in Part VII. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.

g) The rates should be quoted for the services to be provided as per instructions given in the tender document.

h) Both the bids (Technical and Financial) separately sealed in envelopes super-scribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as "Tender for Catering Services at MDI Gurgaon".

7. Bid Submission:

Sealed Tenders should be addressed and submitted along with requisite documents to Chief Administrative Officer (Admin), MDI Gurgaon, Mehrauli Road, Sukhrali, Gurgaon-122007 Haryana latest by **30th September 2021 by 3:00PM.**

8. Late Bids:

Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer 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.

9. Opening of Tenders:

a) The Tenders shall be opened at the scheduled date, time and venue as mentioned in Tender data unless until there is any change which may be informed, by the committee constituted by the competent authority of MDI Gurgaon. The Tenderers' representative may attend the Tender opening.

b) The bids shall be opened on the scheduled time and date which will be communicated later.

c) During the tender opening as above, the envelopes containing Technical Bid shall be opened. The envelopes containing financial bids shall be signed by all committee members and kept unopened for opening at a later date.

d) The date and time of opening of financial bids shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer's representative may choose to attend the opening of financial bids.

10. Evaluation of Tenders:

a) The committee constituted by the competent authority of MDI Gurgaon shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document. All eligibility conditions have to be satisfied on the date of submission of bid and not later.

b) The bid of the bidders who submit their bid in the proper format and with the required 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 very first instance without any recourse to the bidder and shall not be evaluated.

d) MDI Gurgaon may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time may entail cancellation of the bid of such bidder. A MDI Gurgaon Committee at its own discretion may visit any of the premises of the client(s) as per list provided by you and make quality assessment of the services provided, at its own expense.

e) Only Technically qualified bids shall be further considered for opening and evaluation of financial bids.

f) The metric for evaluation of Technical Bids on the scale of 60 marks shall be as

follows subject to the condition that the Minimum Qualifying Marks for Technical Bid would be 36 out of 60.

S. No	Technical Criteria	Tenderer to tick the appropriate column	Marks	Total Marks
1	**Experience of the Bidder in providing Catering Services (Provide proof in support)**			
	(1) 5 years to 7 years		03 Marks	10
	(2) Above 7 years but less than 10 years		05 Marks	
	(3) More than 10 years		10 Marks	
2.	**Registration of Companies (Provide proof in support)**			
	(1) Proprietorship Firm		03 Marks	10
	(2) Partnership Firm / Society		05 Marks	
	(3) Public Ltd. / LLP		10 Marks	
3.	**Average Turnover of the Bidder during the last three consecutive Financial Years in providing catering services (Provide proof in support)**			
	(1) Turnover between Rs. 5 Crores to Rs. 10 Crores		03 Marks	10
	(2) Turnover above Rs. 10 Crores to Rs. 20 Crores		05 Marks	
	(3) Turnover above Rs. 20 Crores		10 Marks	
4.	**Average Turnover in similar type of Catering Services during a year (Provide proof in support)**			
	(1) Turnover of Rs. 2.5 Crores		03 Marks	10
	(2) Turnover above Rs. 2.5 Crores to Rs. 5 Crores		05 Marks	
	(3) Turnover above Rs. 5 Crores		10 Marks	
5.	**Currently Providing Number of persons for Catering Services in Public Sector Company/Bank/ Central or State Government / Autonomous Institute / Corporate Establishment of repute/ Educational Institute (Provide proof in support)**			
	(1) Between 25 to 50		03 Marks	10
	(2) Above 50 to Less than 100		05 Marks	
	(3) More than 100		10 Marks	
6.	Total Number of persons for Catering Services working on the Pay Roll of Bidder duly supported by EPFO Challan for the month of August 2021.			
	(1) Between 50 to 100		03 Marks	10
	(2) Above 100 and less than 200 manpower		05 Marks	
	(3) More than 200 manpower		10 Marks	

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

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

b. The L1 bidder shall be declared on the basis of the final marks (100) obtained and calculated as following:-

(i) marks obtained in evaluation of technical bid criteria i.e. out of 60 marks (Minimum 36 and above marks obtained bidders are only to be considered) plus

marks obtained as per Financial Criteria i.e. out of 40 marks - The following weighted average shall be first multiplied with the rates quoted in different categories in the Financial Bid. The cumulative score for all the categories so arrived will be added to the marks obtained in the Technical Evaluation Criteria (out of 60 marks) for calculating ranking of the bidder. The above weights have been arrived by MDI Gurgaon taking into account the billing amount of catering services for different categories during F.Y. 2020-21.

- Rates quoted for Catering for MDP Executive participants: **0.2**
- Rates quoted for Catering for PGDM-DM/PPM Students: **0.1**
- Rates quoted for Catering for PGDM/PGDM-HR/PGDM-IM Students : **0.7**

Vendors may kindly note that they will have to compulsorily bid for all the categories/parts mentioned in the Financial Bid.

11. Each Bidder/Tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder/tenderer or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected

12. Award of Contract:

a. MDI Gurgaon may award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform

the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

b. MDI Gurgaon will communicate to the successful bidder that its proposal has been accepted. This letter (herein after and in the condition of contract called the "Letter of Offer") shall prescribe the terms of payment to the contractor in consideration of the execution of work / services by the contractor as prescribed in the contract.

c. The successful bidder will be required to execute an agreement with MDI Gurgaon.

d. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security.

13. Performance Security Deposit and Award of Contract:

The successful bidder who is awarded the contract shall be required to deposit a Performance Security Deposit of Rs. 20 Lakh in the form of Bank Guarantee from any Scheduled Commercial Bank drawn in favour of MDI Gurgaon covering the period of contract and 180 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful Catering service provider. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of PBG within the stipulated time shall render the contract invalid at the discretion of MDI Gurgaon.

(a) The successful Tenderer shall execute an agreement on a non-judicial stamp paper of value Rs. 100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

(b) If the successful Tenderer fails to execute the agreement and / or to deposit the required Security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

14. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing the contract by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services. The contract can be extended for further period on the same terms and conditions if both the parties agreed to that.

15. Commencement of Services:

The Catering Service Provider should commence the catering services within 15 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.

16. The Competent Authority of MDI Gurgaon reserves the right to cancel all bids or discontinue this tender process, without assigning any reason at any time prior to signing of agreement with the successful bidder.

17. The bidder will be bound by the details furnished by him/her to MDI Gurgaon while submitting the tender or at subsequent stage. 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. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Catering Service Provider described herein.

19. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Catering Service Provider or be the sole basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall be assumed that there shall be no deviation or change in any of the herein mentioned information on the Catering Service Provider. While this document has been prepared in good faith, neither MDI Gurgaon, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by MDI Gurgaon and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of MDI Gurgaon or any of their officers or subscribers, whether negligent or otherwise.

20. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of MDI Gurgaon. MDI Gurgaon and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

21. This document constitutes no form of commitment on the part of MDI Gurgaon. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Catering Service Provider selection process.

22. When any proposal is submitted pursuant to this Tender, it shall be presumed by MDI Gurgaon that the bidder has fully ascertained and ensured about its eligibility to render service as a Catering Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Catering Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.

23. MDI Gurgaon reserves the right to vary/alter/amend the eligibility criteria for the

catering Service provider at any time, in its discretion, before the last date of submission of proposals.

24. The Catering Service providers shall comply with and abide by such directions that MDI Gurgaon may issue from time to time.

25. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of MDI Gurgaon.

26. The proposal shall be valid for a period of three months from the date of opening of proposals. A proposal valid for a shorter period may be rejected as non-responsive.

27. Any matter relating to the appointment of catering Service Provider or the procedure for the appointment of Catering Service Provider shall be governed by the Laws of Union of India and state of Haryana from time to time Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Gurgaon.

Part-IV

SCOPE OF WORK OF THE CATERING AGENCY

1. The Institute has a Campus at Gurgaon – Haryana for imparting training to the participants representing Government, Public and Private sector organizations and is also engaged in imparting higher education i.e. Post Graduate Diploma in Management, Human Resource & International Management. The Institute is housed in premises located at the Mehrauli – Gurgaon Road with facilities like Executives Hostel, Lecture / Conference Halls, Auditorium, Syndicate Rooms, & Class Rooms etc.

Institute requires the services of Catering Agency for providing catering, for the participants of training programs and students 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 rates. In general, intended bidders shall themselves obtain all necessary information as to risks, Contingencies and other circumstances which may influence or affect their quote. A quote once submitted shall be deemed to have been submitted with full knowledge of aforesaid factors.

OBLIGATIONS OF THE INSTITUTE

2. A. The Institute shall only provide the following facilities:

I Space for the catering service

II Free lighting and water supply for the services;

III Existing Cooking range;

IV Existing Equipment's like deep freezer, boiler, water cooler, grinders etc;

V Electric and Plumbing fittings in the kitchen;

VI Dish washing facilities.

B. The Institute shall also provide the following :

I Dining tables and Chairs

II Sofas

III Ceiling Fans and ACs

IV Curtains,

C. Institute shall provide three rooms - one inside the kitchen for Stores and two in the ancillary block for use of staff working in the kitchen as rest room during the day.

OBLIGATION OF THE CONTRACTOR

3. The contractor shall provide the following services:

I Bed Tea

II Breakfast

III Mid Session Tea/ Coffee (Thrice a day along with cookies / snacks etc.)

IV Lunch and Dinner

V Special Dinners

4. The menu will be prepared in advance and got approved from the MDI.

Cyclic Menu shall be strictly adhered to unless any change is mutually agreed upon. The menu will be provided to contractor by the Institute. Present menus are enclosed.

5. Pricing

For the performance of obligation under the catering service, MDI invites quotes under following heads:

Catering for MDP Executive Participants

Catering for PGDM-BM/PPM Students

Catering for PGDM/PGDM-HRM/PGDM-IM Students

Catering for Special Menus (Party Proposal) & Extra items

Different menus are given as annexure I to V.

6. The contractor shall be responsible at its cost for the standard maintenance and hygienic cleanliness of the dining halls, kitchens, stores, toilets /urinals attached to the kitchen/ dining hall and the stair cases inside the dining halls, all glass panes/panels, common passages under their charge and control;

7. The contractor shall provide all the linen/table clothes in the dining hall and also at places of organizing tea and snacks.

8. The contractor shall abide by all the instructions given by the Institute or by its representative (s).

9. The contractor shall ensure that the following conditions are observed in connection with the grant of this job work:-

It shall be contractor's responsibility to ensure that all the statutory obligations, those prevailing from time to time under the various statutory enactments, such as Minimum Wages Act, Industrial Disputes Act, Workman's Compensation Act, Provident Fund Act, ESI Act, Contract Labor (Regulation & Abolition) Act, Gratuity Act, Bonus, Child Labor Act, Service tax, Sales Tax, VAT, WCT etc are complied with by them in full and none of their employee or any person hired by them shall have any privy with the Institute. The contractor shall ensure that payment shall be made of not less than Minimum Wages

prescribed in Haryana State / NCR for the persons engaged / hired by them for any job / work. The work force deployed should get the minimum wages plus the DA, bonus etc. as per the orders of the State Government on the subject from time to time.

The contractor shall be required to ensure maintain health cards for all the staff engaged by him, as per relevant provisions for running the catering business.

The contractor will submit a list of employees working on their behalf in the Institute (to the Administration Section in a prescribed format). The contractor will submit a certificate along with challan towards deposit of PF and ESIC (subscription of employees & Contribution of the employer) to the statutory authority on monthly basis.

10. If in the execution of their work, any infraction / breach / infringement of any law, rules / bye – laws for the time being in force, takes place; contractor 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 bye laws of any award or decree including awards of any Labor Court and / or Arbitrator which might be enforced / sought against the Institute, the Institute shall be compensated by contractor in totality in respect of all such claims / awards etc.

11. The quality of eatables must be best, up to the satisfaction of the Institute & laws on the subject by the concerned authority. There can be no compromise on this issue. In case the quality of food are not up to the satisfaction of the Institute, the Institute shall have the right to impose penalty and deduct the same from contractor's bill, as might be deemed fit and appropriate by the Institute.

12. No Liquor will be served in any Office buildings/hostels.

SECURITY DEPOSIT

13. The contractor shall be required to deposit an amount of Rs. 20, 00,000/- (Rupees Twenty Lakhs only) as Security with MDI.The amount of Security Deposit will be retained by MDI free of interest for the entire period of engagement.

GENERAL CONDITIONS: -

14. The contractor shall arrange all the raw materials including controlled items, Commercial cooking gas for catering at their own cost.

15. The contractor shall achieve the high standards of service for which they will arrange sufficient staff, such as Supervisor(s), Cook(s), Helper(s), Bearer(s) and Cleaner(s) for Catering as well as services incidental to catering.

16. The contractor shall also be responsible for cleaning and proper maintenance of kitchen, dining hall, toilets, bathrooms as set out in Para 6 and 7 above and hereinafter

/ hereinbefore, shall use their cleaning / washing materials soap powder, detergent, phenyl, floor cleaner etc. so that the entire surrounding are hygienically well maintained. They shall, if so required, obtain license from Public Health Department or all other Statutory / Local Authorities concerned, if required, without fail.

17. The food stuff will be prepared in the most hygienic manner and quality of the food items shall be such as stipulated by the Institute from time to time.

18. The manners, time and place of service shall be as per the instructions given by the Institute from time to time.

19. The contractor shall supply sufficient quantity and best quality of utensils, crockery, cutlery and keep these hygienically clean by applying medically recommended disinfectants and also ensure their quality. The contractor shall also replace these articles as required from time to time and such other new items as might be needed for the services provided.

20. The Contract shall also ensure that :

All glass panels, electric fittings etc. in the kitchen and dining area are kept tidy and neatly cleaned,

Disinfectant/Flit spray should be carried out at regular intervals in the premises - Deodorant spray should be applied in the dining room after cleaning and washing,

Supply of cleaning material, table clothes, cloth napkins & towels etc. and will ensure proper upkeep and maintenance of the area, equipment's and furniture under their charge.

21. In case the contractor fails to provide the catering service for a seminar / program at the request of the Institute, the following action could be taken by the Institute.

I Alternative arrangement will be made by the Institute and the full cost will be recovered from the security deposit of contractor.

II If on a particular day the quality of any food item (s) is / are not found up to the standard the Institute shall have the right to impose such penalty as it deemed fit.

III The cost of food arranged by the Institute shall be adjusted against the security deposit and / or from the bills or any other dues payable to the contractor.

IV The contractor shall replenish such amounts adjusted to make up the full security deposit.

22. For cooking foodstuffs, refined vegetable oil like Sundrop, Saffola, Sweekar, Godrej, etc. only shall be used.

23. Only Nescafe brand coffee and Lipton / Brooke Bond / Taj Mahal / Assam brand tea will be used.

24. The contractor shall provide proper and neat uniforms to their staff. Staff without uniform shall not be allowed to work in the Institute premises.

25. Cooking in the Hostel premises by the participants and their family is not to be allowed.

26. No item prepared in the kitchen shall be served to outside parties either in the campus or outside without permission of the Institute.

27. The contractor 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.

28. The contractor shall not be allowed to use electricity as fuel.

29. The contractor shall maintain high standard of services, hygiene, cleanliness and courtesy shall abide by the Supervision of the Institute.

30. The contractor shall also arrange for extra tea / breakfast / lunch / dinner as per the requirements given to them in writing by the authorized officer of the Institute.

31. Only washed, clean and presentable linen, table sheet, napkins shall be used at the cost of contractor including the areas near the Lecture Halls and lounge.

32. The contractor shall supply the food items or tea / coffee, snacks etc in the dining hall or the hostel rooms as required. They might also be required to provide various services at official meetings, get – together(s) at various functions arranged by the Institute at the same rates at which these are supplied in the Institute in the normal course, failing which the Institute shall be free to arrange such supplied from the market and to recover the entire and / or difference in prices as the case might be from the contractor.

33. The arrangement shall be initially operative for one-year period effective from 1st November 2021 and same may be extended for a period (s) on such terms as might be mutually agreed upon by the parties.

34. The contract shall not sub contract, fully or partially catering service to any other person / persons or agency.

35. It shall be the duty and responsibility of the contractor to ensure that the employees engaged for the work are physically fit and free from all communicable contagious, infectious and other diseases. If any employee(s) is / are found to be suffering from any disease or if any employee(s) commit any misconduct or misbehavior, the contractor shall be required to remove such employee(s) immediately at the request of the Institute, without demur and without questioning the decision of MDI in this respect and restrain the entry of such individuals in the Campus precincts.

36. 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 this equipment's in working conditions to the Institute after the termination/expiry of the contract.

37. Since the work is on job basis the contractor shall submit to MDI after every program a bill within 7 days of closing of the program, along with a summary of services rendered in connection with the catering services on monthly basis. The Institute shall make payment within 15 clear days after proper verification/ scrutiny of the claims of the contractor.

38. The contractor shall indicate the name of representative/ contact person for monitoring of the work on day to day basis.

The representative(s) of the contractor must be present at the Institute round the clock so that the qualities of catering and maintenance services do not suffer at any time.

39. The food supplied should conform to all the standards fixed by the statutory / governmental authority of both state and / or central and for any infringement of these standards the contractor shall be responsible wholly and solely for the purpose and the institute will have no responsibility of any kind in this regard.

40. All the persons employed by the contractor shall be required to undergo a medical test by the Institute's doctor or Contractors Doctor once in three months from the date of employment at the cost of the contractor.

41. If there arises any dispute relating to this Contract the same shall be referred to sole arbitration of the Director of the Institute (MDI) whose decision shall be final and binding on both the parties i.e. Institute and the contractor.

42. The rates quoted and accepted shall remain unchanged for a period of 12 months from the date of receipt of work order / taking over the operational charge.

No upward revision in rate on any ground whatsoever shall be allowed during currency of the contract.

Rate quoted should clearly mention all taxes and levies etc. in the prescribed enclosed format.

Income tax recovery as per rates prescribed by the Government of India from time to time will be made from each monthly bill.

Service tax/ Sales Tax / GST/ VAT / WCT, etc. if payable will be paid to the contractor at applicable rates provided the contractor should hold a valid license / registration number for the same.

43. In case of MDI being called upon by any statutory authority for any purpose relating to the matters of catering, the contractor shall be solely responsible to bear all costs that MDI may have to incur on account of such infringement by the contractor or indemnify MDI for any such loss in total including the legal expenses incurred thereof.

TERMINATION

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

NOTICE AND ADDRESS

45. Director, MDI will be the sole arbitrator in the event of any dispute.

46. The Institute has unfettered right hereunder to terminate the arrangement at any time without assigning any reason whatsoever. The jurisdiction for dispute(s) if any shall be Gurgaon.

47. The Institute reserves the right to reject any or all quotes without assigning any reason(s) thereof.

48. If the scope of work and terms and conditions are acceptable to you please send your proposal with technical bid & financial bid in separate covers.

Chief Administrative Officer (Admin.)

MENU FOR MDP EXECUTIVE PARTCIPANTS **Annexure I**

Days	Break Fast	Lunch	Sweet	Snacks	Dinner	Sweet
Monday	Puri Sabzi Omelette Cornfleks/ Milk	Soup Tomato, Rice, Tandori Roti, Dal Arahar, Tinda Masala, Mattar Mashroom, Bondi Raita, Butter Chicken	Gulab Jamun	Samosa	Soup Mix Veg, Rice Tandori Roti, Dal Masoor Sabut, Aloo Beans, Malai Kofta, Curd, Mutton Curry	Sponge Rasgulla
Tuesday	Boiled Egg/ Cornflake, IdliSambar Chutney.	Soup Green Peas, Rice, Tandori Roti, Louki Tomato, Dal Makhni, Palak Paneer, Mix Raita, Chicken Curry.	Ice Cream	Sandwich	Soup Palak, Rice, Chapati, Dal Moong Masoor, Soya Muttor, Shahi Paneer, Curd, Keema Kalezi	Sahi Tukda
Wednesday	Omelette / Cornfleks, Stuffed Paratha.	Soup Mashroom, Rice, Tandori Roti, Kabuli Chana,Karela Masala, Paneer Pasanda, Curd, Mutton Korma	Sponge Rasgulla	Mix Pakora	Soup Sweet Corn, Rice, Tandori Roti, Dal Pacharanga, Baigan Masala, Mattor Paneer, Curd, Chicken Curry	Rice Kheer
Thursday	Boiled Egg/Cornfleks, Poha, Green Chutney.	Soup Tomato, Rice, Tandori Roti, Bhindi-do-Piyaja. Kadi Pokara, Kadai Paneer, Saag, Mutton.	Fruit Cream	Veg. Cutlet	Soup Brown Onion, Rice, Chapati, Rajma, Dum Aloo, Butter Paneer, Curd Kadai Chicken.	Gulab Jamun
Friday	Omelette/Porridge Uttapam Sambar, Chutney.	Soup Sweet Corn, Fried Rice, Mix Dal, Chappati, Veg. Chow Mein, Veg Manchurian, Chilly Paneer, Chilly Chicken, Curd.	Ice Cream	Namak Pare	Soup Mix Veg, Rice, Tandori Roti, Dal Chana, Aloo Perwal, Mix Veg.Kofta, Curd, Chicken Korma.	Fruits Custard
Saturday	Omelette/ Cornfleks Plain Paratha Aloo tomato Curry.	Soup Minestrone, Rice Tandori Roti, Dal Chana, Kathal Masala, Nav Ratna Korma, Pudina Raita, Curd, Mutton Masala	Rasbhari	Sandwich	Rasam, Rice, Chapati, Moong Chilka, Tinda Aloo Simla Mirch, Malai Kofta, Curd, Egg Curry.	Ice Cream
Sunday	Omelette/ Cornfleks Dosa, sambar, Chutney.	Soup Mulligatawny, Rice,Lobia, Baigan Bharta, Shahi Paneer, Curd Chicken Masala.	Ice Cream	Biscuits	Soup Mashroom, Rice, Chapati, Dal Urad Chana, Aloo Mutter tomato curry, Mix veg Kofta, Curd, Mutton Curry.	Samia Kheer
Common Items (Break Fast) **Bread/Butter/Jam/Tea/Coffee/Fruits** **Lunch/Dinner : Green Salad, Sprouts**						

MENU FOR PGDM-BM & PPM PROGRAMME STUDENTS

Annexure – II

Days	Break Fast	Lunch	Sweet	Evening Snacks	Dinner	Sweet
Monday	Omelette Bread Vada Sambar+Chatni, Cornflakes	Rice,Tandoori Roti, Chapati,Dal Arhar, Bhindi Masala,Boondi Raita, Salad,Papad,Pickle	Fruit Banana	Bread Pakora	Soup Mix Veg,Rice, Chapati, Dal Makhani,Aloo Capsicum, Curd, Salad	Sponge Rasgulla
Tuesday	Puri+Sabji,Boiled Egg, Cornflake	Rice,Tandoori Roti,Chapati,Karela Do-Piyza, Pindi Chana,Aloo Raita/Curd,Salad,Papad, Pickle	Fruit	Samosa	Soup-Tomato,Veg Biryani, Chapati, Lobiya,Gheia Badi,Curd,Salad,Papad	Jalebi
Wednesday	Omelette, Bread, Idli-Sambar +Chatni	Jeera Rice,Tandoori Roti, Chapati,Rajma,Tinda Masala, Mix Raita/ Curd, Salad,Papad	Fruit	Sandwich	Soup Sweet Corn,Rice, Chapati, Dal Arhar, Baigan Bharta, Stuffed Tomato, Chicken Masala/ Kadhai Paneer, Curd, Salad,Papad	Ice-Cream
Thursday	Stuffed Parantha with Cur Boiled Egg,Green Chatni	Rice,Tandoori Roti,AlooParmal,Kadi Pakora, Curd,Salad,Papad	Fruit	Veg Cutlet	Soup Green Peas,Rice,Chapati, Choley,Tori Masala, Curd, Salad, Papad	Gulab Jamun
Friday	Bread,Omelette, Uttapam, Sambar+Chatni	Pulao,Mixed Dal,Veg-Chowmein, Veg-Manchurian, Curd,Salad,Papad	Fruit	Mixed Pakora	Soup Mix-Veg,Jeera Rice, Chapati, Chana Dal,Gheia Tomato, Curd, Chicken Curry/ Mutter Paneer	Fruit Custard
Saturday	Omelette/ Cornflakes, Plain Paranatha, Aloo Tomato Curry	Rice,Chapati,Choley,Aloo Capsicum,Pudina Raita, salad,Papad	Fruit	Sandwich	Rasam,Rice,Chapatu,Dal Masoor Dhuli,Aloo Baigan Masala,	Jalebi
Sunday	Omelette,Dosa, Sambar with Chatni	Rice,Chapati,Moong Dal, Tinda Masala,Curd, Salad, Papad	Fruit	Veg Cutlet	Soup Palak,Rice, Chapati, Dal Urad Chana, Aloo Palak, Curd, Salad,Papad	Rice Kheer
Lunch/Dinner : Green Salad, Sprouts						

MENU FOR PGDM / HR / IM STUDENTS

Annexure – III

	Breakfast	Lunch	Evening Snacks	Dinner
Monday	Bread roll	Rajma	Bread Pakora	Arhar daal
	Daliya	Bharva Capcicum		Aloo Zeera
	Corn Flakes	Raita(Tomato Onion)		Chicken masala
	Bread	Seasonal fruit		Gulab Jamun
	Butter & Jam	Moong salad		Curd
	Milk	Roti		Roti
	Omelette	Rice		Rice
				Salad
Tuesday	Uttapam	Yellow Dal	Samosa	Manchurian Balls
	Corn Flakes	Aloo Gobi		Veg fried rice
	Bread	Lemon rice		Veg noodles
	Butter & Jam	Seasonal Fruit		Ice Cream
	Milk	Pineapple Raita		Curd
	Sambar	Roti		Salad
	Coconut Chutney	Salad		
	Omelette			
Wednesday	Gobi Parantha	Masoor Dal	Sandwich	Maah ki Daal
	Aloo Parantha	patta gobi mattar		Mutton Keema
	Corn Flakes	Boondi Raita		Paneer kadhai
	Bread	Seasonal fruit		Rice
	Butter & Jam	Moong salad		Ice Cream
	Milk	Roti		Curd
	Phudina Chutney	Rice		Roti
	Omelette			Salad
Thursday	Sandwich (Maonisse)	Urad chana	Veg Cutlet	Baingan masala
	Daliya	Capcicum		maah ki daal
	Corn Flakes	Salad		Parantha
	Bread	Jeera Rice		Rice Kheer
	Butter & Jam	Lassi		Curd
	Milk	Roti		Rice
	Omelette	Seasonal Fruit		Salad

Annexure – III

MENU FOR PGDM / HR / IM STUDENTS

Friday	Upma	Lobhiya	Mixed Pakora	Chana Masala
	Corn Flakes	Aloo Gobi		fried Chicken
	Bread	Khira Raita		Mutter Paneer
	Butter & Jam	Yellow Rice		Roti
	Milk	Seasonal Fruit		Jalebi
	Omelette	Moong salad		Rice
		Roti		Salad
				Curd
Saturday	Dosa	french fry / potato chips	Sandwich	Malai Kofta
	Corn Flakes	Dahi kadi		French Beans
	Bread	Veg Pulao		Lemon Rice
	Butter & Jam	Moong salad		Parantha
	Milk	Seasonal Fruit		Suji ka halwa
	Sambar	Roti		Curd
	Coconut Chutney	Lassi		Rice
	Omelette			
Sunday	Moong Daal Chilla	Puri	Veg Cutlet	Gobi Paratha
	Corn Flakes	Aaloo MATAR		Onion Parantha
	Bread	Kala Chana		Paneer Parantha
	Butter & Jam	Rice		Sewiya
	Milk	Seasonal Fruit		Salad
	Omelette	Lassi		Pudina Chutney
		Roti		
		Salad		

Annexure IV

Management Development Institute

Party Proposal

(RATES TO BE QUOTED IN FINANCIAL BID ONLY AND TO BE SEALED IN THE FINANCIAL BID ENVELOPE)

ITEMS	**Rates** **Rs. ……..plus Taxes**
LUNCH / DINNER	
Soup with soup stick	
Basmati Rice Plain / Pulao	
Assorted Roti	
Dal	
Dry veg	
Boiled Veg	
Curd Items	
Special Non- Veg	
Special Salad	
Cut Fruits	
Ice Creams/Sweet	
Specified Beverages	

Annexure V

Management Development Institute

Extra Item per Person

(RATES TO BE QUOTED IN FINANCIAL BID ONLY AND TO BE SEALED IN THE FINANCIAL BID ENVELOPE)

ITEMS	**Rates** **Rs. …….. plus Tax** (to be shown extra)
Special Veg Item	
Fish Tikka	
Chicken Tikka	
Mutton Seek Kabab	
Paneer Pakoda	
Boiled Vegetable	
Russian Salad	
Fruit Basket	
Nimbu Pani	
Sandwich- Veg	
Paneer Tikka	
Paneer Finger	
Cheeese & Pineapple stick	
Finger Chips / French Fries	

Cold drinks/real juice/wafers/peanut masala/matka kulfi/sweets etc. to be charged as per actual rate/MRP plus taxes.

Part-V

TERMS AND CONDITIONS OF CONTRACT

The contract shall tentatively commence from …… and shall continue till …… unless, it is curtailed or terminated by MDI Gurgaon owing to deficiency of service OR sub-standard quality of Catering services, breach of contract, etc. Non-compliance with any relevant labour laws, or change in requirements of MDI Gurgaon or for any other reasons as stipulated in the contract to be entered into with successful bidder.

1. Caterer should have at least minimum five years of experience for serving the executive catering facilities in a large organization, for strength of minimum 200 partcipants at a time, in a day.
2. Caterer's performance will be measured/ evaluated by MDI Gurgaon Committee on a regular basis in respect of quality and standards. If standard and quality are not met financial penalty, up to maximum 10% of the daily billing amount, will be levied.
3. Caterer, in person, will meet the Committee of the Institute for interaction and feedback related issues, minimum on a quarterly basis.
4. Caterer will provide, minimum three on-site dedicated professionally qualified managers; of which at least one should be from **IHMCT,** who has undergone the 4 year full time campus basis or equivalent recognized by the appropriate Govt. of India authority.
5. The contract shall automatically expire on …… unless extended further by the mutual consent of contracting agency and MDI Gurgaon.
6. The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the successful service provider and MDI Gurgaon.
7. The contracting Service provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other agency without the prior written consent of MDI Gurgaon.
8. MDI Gurgaon reserves right to terminate the contract during initial period also after giving a one month's notice to the selected Catering Service Provider.
9. The catering agency shall not employ any person below the age of 18 yrs. and above the age of 50 years. Employment of child labour will lead to the termination of the contract.
10. The catering staff deployed shall be the employees of the catering agency at all times and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The catering staff deployed by the agency should be properly trained and have requisite experience and skills.
11. The agency shall engage only such staff and supervisors, whose antecedents and health

have been thoroughly verified, including character and police verification and other formalities. The agency shall be fully responsible for the conduct of his staff.

12. The agency at all times should indemnify MDI Gurgaon 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.
13. The agency will provide to the Administration department of MDI Gurgaon a list of all personnel along with their credentials so deployed with permanent and present address along with their latest photographs
14. It shall be responsibility of the agency to issue the employment card / photo / identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Agency has to ensure that all its employees deployed in MDI GURGAON invariably wear ID card during office hours.
15. The agency shall replace within twenty four hours any of its personnel, if they are unacceptable to the Authority because of any risk, incompetence, conflict of interest and breach of confidentiality or misconduct on the part of the catering staff of the agency, upon receiving written notice from the Authority. Notwithstanding the above, the Authority shall have the right to ask to change / replace the personnel at any point of time without assigning any reason.
16. MDI Gurgaon shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the agency.
17. The agency shall be responsible for any damages done to the property of the Authority by the personnel so deployed. MDI Gurgaon will be free to recover it from the Security deposit given by the agency or from any other dues or recover as per loss / damaged.
18. The agency's personnel working in the MDI 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. The agency shall be responsible for any act of indiscipline on the part of persons deployed by him.
19. The Catering staff deployed by agency in MDI Gurgaon shall not claim any benefit, compensation, absorption or regularization of their services in MDI Gurgaon 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 persons to the effect that the deployed person is the employee of the agency and shall submit the said undertaking to MDI Gurgaon. In the event of any litigation on the status of the deployed persons, MDI GURGAON shall not be a necessary party to such proceedings, however, in any event, either the deployed persons or to the order of the Court, MDI Gurgaon is made a party to such dispute, the agency shall take all steps to protect the interest of MDI GURGAON and the agency shall reimburse the expenditure that would have been borne by MDI GURGAON to defend itself, if so required..

20. The agency 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.
21. The agency shall be solely responsible for making payment directly to the deployed Catering staff by 7th of each month.
22. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by MDI Gurgaon from the agency.
23. The catering personnel deployed by the agency shall work under overall supervision & direction of the agency.
24. The agency will properly maintain muster roll of the person employed / engaged in connection with the work at the premises of MDI Gurgaon.
25. The agency shall raise the bill along with PF and ESIC statements, as applicable, and submit the same to MDI Gurgaon in the succeeding month.
26. The agency will be solely responsible for making the payment directly to its deployed personnel; since there may be occasional delay in releasing payment by MDI Gurgaon to the agency due to contingencies, payment of wages to the deployed personnel by agency should not be linked with receiving of payment from MDI Gurgaon and shall be independent of the same.
27. Payment to such workers must be made by the agency through e-transfer only. To ensure his, agency will get a bank account opened for every engaged staff.
28. The agency will ensure that staff engaged by him must receive their entitled wages on time.
29. The entire financial liability in respect of staff of catering services deployed in MDI Gurgaon shall be that of the agency and MDI Gurgaon will in no way be liable for the same.
30. For all intents and purposes, the agency shall be the "Employer" within the meaning of different labour Legislations in respect of catering personnel deployed by it. There shall be no claim by such deployed persons of any employment in MDI Gurgaon. The persons deployed by the agency in MDI Gurgaon shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against MDI Gurgaon.
31. The agency shall be solely responsible for the redressal of grievances if any of its staff deployed in MDI GURGAON. MDI Gurgaon shall, in no way, be responsible for settlement of such issues whatsoever.
32. MDI Gurgaon shall not be responsible for any financial loss or any liabilities arising out of accident or death to any of the catering staff deployed by agency in the course of their performing the functions / duties or for payment towards any compensation.
33. 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 persons deployed by them in MDI Gurgaon.

MDI Gurgaon shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.

34. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to MDI Gurgaon to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
35. The agency shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to MDI Gurgaon or any other authority under Law.
36. The Tax Deduction at Source (T.D.S.) shall be done 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 agency by MDI Gurgaon.
37. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof MDI Gurgaon is put to any loss / obligation, monetary or otherwise, MDI Gurgaon will be entitled to get itself 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.
38. The agency shall submit proof of deposit of PF / ESI and of other statutory dues, payable by it in respect of its staff, deployed in MDI Gurgaon, which shall be a condition precedent for payment of its bills.
39. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Man Power Service Providers will be liable to be forfeited by MDI Gurgaon besides, annulment of the contract and other legal resource.
40. The successful bidder who is awarded the contract by MDI GURGAON will retain all the documentary proof / papers deposited with the respective statutory bodies / Government departments, i.e., Employees State Insurance, Provident Fund and GST. All such documents / papers will be necessarily submitted within seven days by the Manpower Service Provider as and when they are requisitioned by MDI Gurgaon, failing which a penalty of Rs. 100 / per day shall be deducted from the monthly bill of the agency.
41. MDI Gurgaon reserves the right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
42. Any delay or forbearance on the part of MDI Gurgaon or any waiver of its rights or condonation of any acts, on the part of MDI Gurgaon 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.

Part-VI

BIDDER DETAILS FORM

(Tender for providing Catering Services at MDI GURGAON)

S.No	Description	Information
1	Name of Tendering Catering Service Provider	
2	Date of Incorporation of Company (Attach ROC Registration certificate/, Registered Partnership Deed)/Firm	
3	Details of Earnest Money Deposit	DD No. …….. date …….. of Rs. 2,50,000/- drawn on Bank …….…….. Payable at ……..
4	Name of Director/ Partner	
5	Full Address of Registered Office: Telephone No.: FAX No.: E-Mail Address :	
6	Full address of Operating Branch/Office: Telephone No. FAX No. E-Mail Address	
7	Banker of the Catering Service Provider(Attach certified copy of statement of A/c for the last three years)	
8	PAN No./GIR No. (Attach attested copy)	
9	GST Registration No (in respect of Catering Services) (Attach attested copy)	
10	Employee Provident Fund Registration No.	
11	Employee State Insurance Registration No.:	

1. Exclusive Income from Catering Services of the tendering Catering Service Provider for the three financial years mentioned below duly certified by a Chartered Accountant (Attach separate sheet if space provided is insufficient). Submit a copy of balance sheet of last three years.

Financial Year	Amount (Rs.)	Remarks, if any
2017-18		
2018-19		
2019-20		

2. Give details of the major similar contracts handled by the tendering Catering Service Provider during the last three years (i.e., 2017-18, 2018-19 and 2019-20) in the following format (if the space provided is insufficient, separate sheets may be attached):

S.No	Name and complete address, Telephone No. of the client	Catering Services Provided		Amount of Contract (INR)	Duration of Contract	
		Type of Catering	No.		From	TO
1						
2						
3						

3. Submit at least three clients details, to whom services have been provided by tendering catering service provider in the past. The certificate should preferably be from Govt./PSU clients or reputed companies and the same should be submitted in original or the copy of it, should be self-attested.

4. Additional information, if any. (Attach separate sheet, if required)

Signature of authorized person

Date: .....

Name: .....

Place: .....

Seal:

Part VII

FINANCIAL BID FORMAT

Date:……/……/……

To,
Chief Administrative Officer (Admin.)
Management Development Institute Gurgaon
Mehrauli Road, Sukhrali Gurgaon-122007 (Haryana)

Dear Sir/Madam,

Ref: Tender for Selection of Catering Services Provider for MDI GURGAON

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Catering Services Provider.

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 agreement to be entered with MDI Gurgaon. If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to MDI Gurgaon.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with MDI Gurgaon for provision of Catering services. 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 Gurgaon 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 Gurgaon as to any material fact." we understand that if at any point of time it is noticed/discovered by MDI Gurgaon that as information given by us is false or incorrect or misleading MDI Gurgaon 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.

Dated this Day of 2021 (Signature) (In the capacity of)

Duly authorized to sign the bid response for and behalf of:
(Name and Address of Company)

(Seal/Stamp of bidder) Witness Signature:

Witness Name: .....

Witness Address:.....

MANAGEMENT DEVELOPMENT INSTITUTE

FINANCIAL BID

(To be filled and sealed in a separate envelop only)

	Rates with Mineral Water from Leading Brands (in consumable packs)	**Rates without Mineral Water**
MDP Executive Participants Inclusive of Bed Tea, Breakfast, Mid-Morning Tea, Lunch, Mid-afternoon Tea, Evening Tea, Dinner	@Rs…… (All inclusive) Rate per person per day as per indicative Menu placed as Annexure - I for approx 30,000-50,000 participant days in year, with number of participants varying between 125 – 200 at one time for most of days in the year **Break up of rates & Taxes:** Rate Taxes	@Rs…… (All inclusive) Rate per person per day as per indicative Menu placed as Annexure - I for approx 30,000-50,000 participant days in year, with number of participants varying between 125 – 200 at one time for most of days in the year **Break up of rates & Taxes:** Rate Taxes
PGDM-BM/PPM students Inclusive of Bed Tea, Breakfast, Mid-Morning Tea, Lunch, Mid-afternoon Tea, Evening Tea with snacks, Dinner		@ Rs…….. (All inclusive) Rate per person per day as per indicative Menu placed as Annexure - II for approx 30,000 students' days in year, with approx 100 students at one time for most of days during the academic session. **Break up of rates & Taxes:** Rate Taxes
PGDM/HR/IM students Breakfast, Lunch, Evening Tea with snacks, Dinner		@ Rs…… (All inclusive) Rate per person per day as per indicative Menu placed Annexure – III for approx 1,85,000 student's days in year, with number of students varying between 650-750 at one time for most of days during the academic session. **Break up of rates & Taxes:** Rate Taxes

Special Party Menu (Annexure IV)	@ Rs…….. (All inclusive) **Break up of rates & Taxes:** Rate Taxes	@ Rs…….. (All inclusive) **Break up of rates & Taxes:** Rate Taxes
Individual Items (Annexure V)		Rates to be submitted against the items in the list. **Break up of rates & Taxes:** Rate Taxes
Special Individual Items required to be purchased and supplied on request	Actual Rate will be reimbursed with Service Charges. Please mention the Service Charge and taxes, if any on such items. Rate of Service Charge: Taxes:	
Tea/Coffee with cookies daily to be served to Faculty, Officers and eligible staff	@ Rs…….. (All inclusive) **Break up of rates & Taxes:** Rate Taxes	

- **Please give current rate of taxes (item wise) applicable for the services mentioned above and incorporated in the above pricing.**
- **Vendors are to compulsorily bid for each category mentioned above.**
- **Single use plastic is not allowed inside the campus.**

Signature of the authorized signatory:

Name:

Date:
Place: **Office Stamp**

Part-VIII

SELF-DECLARATION FOR NON BLACKLISTING

Date:……/……/……

Chief Administrative Officer (Admin.)
Management Development Institute Gurgaon
Mehrauli Road, Sukhrali, Gurgaon-122007 (Haryana)

Dear Sir/Madam,

In response to the Tender Document for Selection of Catering Services Provider for MDI Gurgaon, I / we hereby declare that presently our company / firm 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, our catering may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Thanking you,

Place:.....

Date: .....

Signatures: .....

Name:.....

Seal of the Organization