# NOTICE INVITING TENDER (NIT) FOR CATERING SERVICES IN THE HOSTEL MESS AT THE TEMPORARY (Ahalia) AND NILA (Kanjikode) CAMPUSES OF IIT PALAKKAD

Tender No. IITPKD/MESS/2023-24/001

Date of Publication: 27/04/2023

Pre Bid Meeting: - 05/05/2023, 11:00 hours

Date/Time of Closing: 19/05/2023, 14:00 hours

Bid opening: 19/05/2023, 15:00 hours



Indian Institute of Technology Palakkad Ahalia Integrated Campus, Kozhipara, Palakkad – 678 557.

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#### 1. INTRODUCTION

- 1.1. Indian Institute of Technology Palakkad (hereinafter referred as IITPKD) invites Bids under Two-Bid System from reputed agencies who are experienced in providing Catering Services (Breakfast, Lunch, Evening Tea with Snacks and Dinner) for approximately 800 students at its Temporary Campus at Ahalia Integrated Campus, Kozhipara, (the students of this campus are likely to be shifted entirely or partly to the Main campus very soon. In the case of partial shifting the caterer will have to operate at the main and Ahalia campuses, for a brief period of 3 months until the remaining students are also shifted) and approximately 300 students at Nila Campus, behind Gramalakshmi Mudralayam, Kanjikode, Palakkad. The operations are likely to commence from 01-07-2023. Interested agencies/service providers may submit their bids ONLINE at https://mhrd.euniwizarde.com/.
- 1.2. The ideal profile of the agency that the Institute wants to engage for the Catering Services shall have following attributes:
- 1.2.1. Should have rich, varied and vast experience of having handled similar services for large academic campuses of repute or corporate houses.
- 1.2.2. Should have a highly motivated, disciplined, trained and experienced workforce in catering service.
- 1.2.3. Should have experienced, educated and trained supervisors of good disposition, who can continuously interact and serve the occupants/guests to their satisfaction.
- 1.3. The bids should be submitted ONLY through online mode at <a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a> The bids will be opened by the duly constituted Committee, through online mode. The pre-qualification bids will be opened and examined by a duly constituted Committee, which will decide the suitability of the bid as per the specifications and requirements of IITPKD. Only those who qualify in the evaluation of pre-qualification bids, will be graduated to the opening of financial bids. In case of any holiday or unforeseen closure of the institute on the scheduled day of opening of the bids, the bids will be opened on the next working day at the same time, but the deadline for submission of bids remains the same as indicated above.
- 1.4. The responsibility of submission of the bids through ONLINE mode on or before the last date shall rest with the bidder. The institute will hold no responsibility for the non-receipt of the bids or for the bids received after the date/time specified. Any bid received by IITPKD after the bid submission deadline prescribed by IITPKD, shall be rejected outrightly.
- 1.5. The timeline for the NIT is as mentioned below:

S. No.	Events	Date and Time
1	<b>Publication of Tender Document</b>	27/04/2023
2	Pre-bid Meeting	05/05/2023, 11:00 hours
3	Last Date/Time for submission of ONLINE bids	19/05/2023, 14:00 hours
4	Opening of Pre-qualification Bids	19/05/2023, 15:00 hours

- 1.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offence under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
- 1.7. Each bidder shall submit only one bid, either by himself/herself or as a partner in a joint venture or as a member of a consortium. If a bidder 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 (of both the individual and the partnership/consortium/joint venture) are liable to be rejected.
- 1.8. The bidder shall bear all costs associated with the preparation and submission of his bid and the IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 1.9. The bidder shall make a copy of the Tender Document before submitting the same to the concerned office. No requests will be entertained for making a copy after the submission of the document.
- 1.10. IITPKD will not respond to any request for clarification or modification of the Tender Document that is received after the Pre Bid meeting. The Online Link for the Pre-bid Meeting will be shared with the prospective bidders one day prior to the meeting through the Online Portal. The bidders are advised to visit the Online Portal for regular updates.
- 1.11. Except for any such clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Dean Students, IIT Palakkad, no written or oral communication, presentation or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.

#### 1.12. Definitions

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely;

- 1.12.1. The expression "Owner" and/or "Institute" occurring in the Tender document shall mean Indian Institute of Technology Palakkad and shall include its successors and assigns.
- 1.12.2. The expression "Bidder" shall mean the Tenderer who submits the Tender for the work and shall include the successors and permitted assignees of the Tenderer.
- 1.12.3. The expression "Contractor" shall mean the Tenderer selected by the Institute for the performance of the subject work and shall include the successors and permitted assigns of the contractor.
- 1.12.4. "Nodal Officer" shall mean any Officer of the Institute authorized to act as the Nodal Officer for the work or any specified part thereof.
- 1.12.5. "Work" and "Scope of Work" shall mean the totality of the work/services and supplies of food and materials by expression or implication envisaged in the contract and equipment shall include all material, equipment and labour required for commencement, performance, provision or completion thereof.
- 1.12.6. "IIT Palakkad" or "Institute" or 'IITPKD' shall mean Indian Institute of Technology Palakkad
- 1.12.7. "Contract" shall mean the contract for the work and shall include the Notice Inviting Tender, Tender document, the terms and conditions of tender, the Letter of Acceptance, accepted rates and all the documents mentioned in the tender document.

#### 2. GENERAL TERMS AND CONDITIONS

- 2.1. In deciding upon the selection of Contractors for the work, great emphasis will be put on the ability and competence of Contractors to provide high quality services according to the time schedule and in close coordination with the Mess Committee.
- 2.2. The agency shall also be responsible for the insurance of its personnel deployed in the Catering Services. The Contractor shall take third party insurance to cover any accident or accidents of nature, for an amount as required for this type of work against damage/loss/injury to property or person or loss of life during the complete period of the Contract. The institute may stop payments of bills to the Contractor till insurance is arranged or terminate the Contract at the risk and cost of the Contractor. The agency shall specifically ensure compliance of the laws/Acts in vogue pertaining to their business and their re-enactments/amendments/modifications from time to time.
- 2.3. There should be no case pending with the police against the proprietor/partners/agency with respect to catering services. No legal proceedings(s) and/or industrial dispute(s) claiming wages or any other payment from or employment with the principal Employers have been initiated by any present employee or previous employee of the bidder or of any partner of the bidder. This will have to be supported by an appropriate declaration in the form of an affidavit which if found to be false could not only lead to criminal prosecution but could be attended by termination of the Contract and award of the work to another Contractor at the Contractor's risk and cost.
- 2.4. The blood/close relatives/dependents of the IIT employees, cousins staying with them in Institute quarters/outside are not eligible for allotment of any commercial establishments at IITPKD.
- 2.5. The Contractor shall use only the space earmarked for the Catering Services without any major alterations (i.e., painting/electrical wiring/casing/partition etc.) unless prior permission has been taken from the Institute.
- 2.6. The Contractor shall be responsible for any major or minor repairs and shall arrange for regular maintenance of all the equipment in the Hostel Mess. The Inspection of the Catering Services/Hostel Mess shall be conducted by a team of experts/officials appointed by the Dean-Students/Competent Authority of IITPKD on a routine basis. All damages/breakages etc. noticed by this team/official shall be set right by the Contractor within ten days of inspection, failing which IITPKD will carry out repairs/renovation works and debit the cost to the Contractor and in case of non-payment, same shall be adjusted from the security deposit.
- 2.7. The Contractor shall not use expired/substandard material.
- 2.8. The Contractor is responsible for maintaining cleanliness in the allotted area at all times. The hand-washing area, and dining hall must be cleaned thoroughly during and after every meal session and all wastes generated should be collected in separate bins (to be kept by the Contractor). Waste disposal shall be managed by the Contractor. Housekeeping of the Mess shall be done by the Contractor at his own cost. Food wastes, unwashed food plates and other garbage shall be cleaned /cleared immediately.
- 2.9. The Contractor always shall keep the kitchen/dining hall/hand-washing area free from flies/cockroaches/mosquitoes/rats and other pests. Frequent pest control and scientific pest control measures shall be adopted by the Contractor. **Disinfestation should be done weekly or monthly as decided by the Mess Committee.**
- 2.10. The Contractor shall ensure the clearance of all the drains in and around the kitchen and dining hall on a routine basis and shall ensure the disposal of waste food articles and other garbage from the campus

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premises frequently and regularly at his own cost. The Institute will not pay any extra amount for the same.

- 2.11. The Contractor shall ensure a sufficient number of uniformed waiters, serving stations and one supervisor in the students dining hall during all major meal timings to ensure that long queues are avoided.
- 2.12. The Contractor shall arrange for any additional facilities, utilities, equipment and inputs required for the production and service of various items of food. The Contractor shall be responsible for ensuring proper utilization of all the facilities that includes furniture, utilities provided by IITPKD without any manner of abuse or excess use.
- 2.13. Food Hygiene Inspections will be done on a random basis by a duly constituted Committee of IITPKD or any designated authority of the institute, who may check/inspect the quality/quantity, standards of food, preparation, service, health, hygiene etc. from time to time. They may take appropriate action as deemed fit which shall be binding on the Contractor and reject such preparations, which are not considered wholesome or hygienic without any compensation.
- 2.14. If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter the decision of the Institute or his authorized representative shall be final) the Contractor shall not use such material and shall keep the Institute indemnified from and against any claim of infection, poisoning or illness arising from any bad, stale or defective food or material provided by the Contractor.
- 2.15. The Contractors are encouraged to conduct their own independent survey, assessment, analysis and check the reliability, accuracy, feasibility and completeness before submission of their proposal.
- 2.16. Contractor should adhere to all the safety guidelines and norms in running the Mess.
- 2.17. IITPKD reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the Contractor if it is found that the quality and/or the progress in respect of the whole or part of the work is not satisfactory.
- 2.18. The Contractor shall carry out only the specified/approved activities and shall not carry any unspecified/illegal activities in contravention with the lease conditions/prescribed laws. If the Contractor indulges in carrying out any unapproved activities, IITPKD reserves the right to terminate the agreement without any written notice.
- 2.19. Selling of alcohol, tobacco products is strictly banned/prohibited.
- 2.20. Notwithstanding anything stated in the Tender document, IITPKD reserves the right to assess the bidder's capability and capacity to perform the Contract (should the circumstances warrant such as assessment in the overall interest of IITPKD) and decision of IITPKD in this regard shall be final and binding.
- 2.21. Notwithstanding anything elsewhere provided herein, the Contractor may be penalized if he does not rectify any defect in the maintenance, upkeep, hygiene and cleanliness of the kitchen and/or equipment to a state satisfactory to the Institute within TEN days' notice in writing.
- 2.22. Feedback-cum-Complaint Register should be made available at all times in the mess area.
- 2.23. The Contractor shall be solely responsible to meet and comply with all legal requirements with respect to the food items prepared and sold by him to IITPKD, with respect to raw material and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law regarding the preparation, storage and sale of food. The agency shall ensure compliance of various Laws/Acts passed by Central, States, Municipal and local governmental agencies

or authorities including but not limited to the following and their re-enactments/amendments/modifications:

- I) The Payment of Wages Act 1936
- II) The Employees Provident Fund Act, 1952
- III) The Factory Act, 1948
- IV) The Contract Labour (R&A) Act, 1970
- V) Workmen's Compensation Act
- VI) The Payment of Bonus Act, 1965
- VII) The Payment of Gratuity Act, 1972
- VIII) The Employees State Insurance Act, 1948
- IX) The Employment of Children Act, 1938
- X) Minimum Wages Act, 1948
- XI) Prevention of Food Adulteration Act
- XII) The Essential Commodities Act
- XIII) Migrant Labour Act
- XIV) Weights and Measures Act
- XV) Food Safety and Standards Authority of India (FSSAI) Act
- 2.24. The Contractor is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the Contract or any item sold or supplied pursuant thereto or anything done, or services rendered pursuant thereto.
- 2.25. The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of any statutory provisions/obligations, applicable to the staff deployed by them including safety regulations.
- 2.26. The Contractor shall be responsible and liable for all the claims of his employees.
- 2.27. Any equipment purchased by the Contractor would remain his and can be taken away at the termination/expiration of the Contract. Equipment like freezer, fridge, cooler etc. shall be arranged by the Contractor. The Contractor is responsible for the maintenance of his belongings.
- 2.28. The Contractor shall obtain the license under the Contract Labour (R&A) Act from the Office of the Labour Commissioner (Central), Cochin and produce the same preferably along with the first monthly bill. The first bill will be cleared only on the submission of the said license. The Contractor would be required to maintain all books and registers like Employment Register, Wages Register and Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under Contract Labour Act (R&A), 1970 for inspection by visiting Labour Enforcement Officers. The Contractor shall be responsible for making the records pertaining to the Payment of Wages Act and for depositing the PF and ESI contributions, with the authorities concerned.
- 2.29. The Contractor shall obtain adequate insurance policy in respect of the employees engaged by it towards meeting the liability of compensation arising out of injury/disablement at work and submit a copy to the Nodal Officer within 30 days.
- 2.30. The Contractor shall keep the Institute indemnified from and against all personal and third-party misconduct claims whatsoever arising out of any commission or omission by Contractor or his employees or representative, as the case may be.
- 2.31. The Contractor shall indemnify and keep indemnified the institute against all losses and claims for injuries and or damages to any person or property. The Contractor shall abide by and observe all statutory Page 8 of 37

laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, Sales Tax, Royalty, Excise duty, Octroi, Works Contract etc and shall keep the institute indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law/regulations or Bylaws. The Contractor shall not employ child labour. Payment to workers must be according to the Minimum Wages Act.

- 2.32. Efficiency, promptness, quality of food, quality service, good behaviour and politeness of the Contractor and staff deployed are the essence of the Contract. The Contractor is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the kitchen and dining area.
- 2.33. Work shall be carried out by the Contractor as per the conditions of the Contract.
- 2.34. The Contractor shall engage fully trained and adequately experienced staff and arrange to provide refresher/training courses for them as and when required and as per the directions of the Institute.
- 2.35. All the catering staff should be medically fit. They should be free from any contagious diseases. The Contractor shall get his employees medically examined once in three months and submit a fitness certificate to the Nodal Officer.
- 2.36. The Contractor shall submit the medical report and police verification of the newly joined employees within 10 days of their joining.
- 2.37. The Contractor shall provide appropriate uniform to all their staff engaged by them and deployed on IITPKD duty in sufficient quantity. The uniforms should be worn during working hours and should be cleaned at regular intervals.
- 2.38. The employees of the Contractor shall be provided gate passes, which will entitle them to enter the premises of the Institute. However, they will be subjected to checking at any or every time of their entry or exit by the Institute's Security Personnel and such checking may also include physical search.
- 2.39. Issue of gate passes shall be subject to the approval of the Nodal Officer and such approval shall be subject to the Contractor furnishing to the Nodal Officer, copy of the letter of appointment issued by the Contractor to each person with respect to whom the gate passes is sought, signed in acceptance by the persons to whom the letter of appointment is given. The gate pass may be withdrawn without assigning any reason.
- 2.40. The gate passes issued to the Contractor's personnel shall not ordinarily exceed the number which will be communicated to him by the Institute from time to time except to meet emergent, casual or temporary requirements.
- 2.41. The Contractor's personnel shall not indulge in entertaining their guests/outsiders in the IITPKD premises and shall not loiter in the IITPKD premises and shall not normally move out of their specified area of operation.
- 2.42. Polythene bags/plastic cups shall not be used in the IITPKD premises. Plastic containers/polythene pouches in which any milk products or eatables are generally sold should be disposed of as quickly as possible.
- 2.43. IITPKD may organize conferences, schools, workshops etc. from time to time. Catering for the guests arriving on such occasions may be entrusted with the Contractor. The Contractor will be given advance intimation in this regard by IITPKD. The Contractor may modify his activities accordingly, without affecting regular operation of the mess. The Contractor shall arrange the same at the rates to be mutually agreed upon (provided the items are outside the rates of the items already included in the Tender).

- 2.43.1. On request from the Mess Committee the Contractor shall operate a night counter up to midnight on direct payment basis from the users. Prices of items made available in the night canteen shall be decided in consultation with the Mess Committee.
- 2.43.2. In the night counters, the Contractor should have a take-away parcel of the items served during that time and can charge an extra fee for the parcel service after approval from the Mess Committee.

## 2.44. Electricity, Water and Other Facilities

- 2.44.1. IITPKD shall provide the water, electricity and kitchen area. Electricity charges for consumption exceeding 250 units per month, in each campus, shall be borne by the contractor. Electricity should not be used for cooking purposes.
- 2.44.2. IIT Palakkad shall arrange cooking gas connection and deposit for the cylinder. Refilling shall be done by the Contractor at his cost.
- 2.44.3. The Contractor shall bring their own cooking and serving utensils and arrange for washing of the same at their own cost. Any equipment required for the cooking and serving shall be procured by the Contractor.
- 2.44.4. Required no. of Plates, Glasses, Spoons and Cups will be provided by the Institute. Adequate number of healthy appliances, cooking and serving utensils, chef dishes, etc. shall be made available by the Contractor.
- 2.44.5. The Contractor shall keep the kitchen and surrounding area tidy and free from any damage. For any loss or damages to the premises, fittings, fixtures and equipment, recovery at market rates would be effected from the Contractor's bill or Security Deposit and the material/item shall be repaired or replaced at their own cost.
- 2.44.6. The Contractor shall hand over the allotted space along with infrastructure, if any, in original condition to IITPKD, on termination or expiry of the Contract.
- 2.44.7. The Contractor shall try his best to save energy by using the latest technology in catering service areas.
- 2.45. The Contractor shall not assign, subcontract or sublet the whole or any part of the Contract in any manner. In case of any unavoidable circumstance, the Contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.
- 2.46. The scope of work given is approximate only and may vary in actual course of execution. The Contractor is therefore advised to quote very carefully. No claim for the compensation from the Contractor shall be entertained due to any variation in quantities (irrespective to the quantum of variation) of the various items of food or deletion of any item(s) of food. The rates shall be firm during the first year of the Contract.
- 2.47. In case the Institute desires to include any new items in the Contract for food the same will be negotiated with the Contractor.
- 2.48. Authorized Representatives of the bidders who are successful in the pre-qualification stage shall give a presentation on a scheduled date, in the presence of the duly constituted Committee. This presentation will carry weightage in the final selection of the bidder.
- 2.49. In order to discourage deliberate underquoting to bag the Contract, the following condition will be applied. The bids of any bidder quoting less than Rs. 130/- (GST extra) per day for any of the slabs, will be rejected.

2.50. All the terms and conditions of the contract shall be read in conjunction with all other documents forming part of this Contract. Notwithstanding the subdivisions of this document into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the Contract.

#### 2.51. Payment of Bills

- 2.51.1. The Contractor shall collect the payment from the concerned offices/guests as advised from time to time by the Institute, in cashless mode.
- 2.51.2. In case of students compulsorily dining in the student mess, the institute will arrange to collect the mess deposit from the students in advance. The Contractor will submit the monthly bill to the Institute to claim the monthly catering charges of the students compulsorily dining in the mess.
- 2.51.3. The institute may introduce a mess card/coupon system at any point during the contract period and the contractor is expected to facilitate the operations as required by the administration.
- 2.51.4. Monthly statements of mess charges will be prepared by the Contractor and circulated to students for verification. The Contractor is required to settle the mess account of students at the end of each term. The whole procedure of attendance and payment will be monitored by the Mess Committee and Hostel Warden/Manager.
- 2.51.5. Mess charges are billed as per contracted rates. Special High-tea, dinner and lunch are charged extra. If a student goes out of station for more than TWO consecutive days, he/she is allowed a mess rebate (as applicable) provided the absence from the campus is officially permitted by the chairperson of the concerned program and the mess supervisor is informed about the absence well in advance by writing in mess rebate register kept in the Dining hall/mess office. To avail the mess rebate participant should ensure that they give at least 24 hours prior notice in writing to the mess supervisor. Exemption for mess charges is allowed only for full days. Exemption for part of a day is not entertained. No other refund is admissible on mess charges.
- 2.51.6. The Contractor shall pay the monthly charges, if any, through NEFT/RTGS in favour of Registrar, IIT Palakkad in the Institute's Account and submit the receipt of payment to the Nodal Officer latest by 5th of every Month.
- 2.52. IITPKD reserves the right to visit the sites managed by the bidders to evaluate its competence during any stage of the tendering process. The report submitted by the inspecting committee will be considered for finalizing the successful bidder.
- 2.53. The Contractor shall allow unhindered access to the Institute and/or any other party or person, engaged by the Institute to work at the same site and /or to check / regulate /watch /guard/ measure/inspect, solely or jointly with the Contractor.
- 2.54. The Contractor shall submit to the institute the names, designation and specimen signatures of the persons authorized by him receive instructions / notices etc. on behalf of him.

#### 3. AMENDMENTS IN THE TENDER DOCUMENT

- 3.1. At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).
- 3.2. Amendments will be intimated ONLINE ONLY through the e-wizard portal and the bidders shall ensure that the amendments are carried out in the bid before submission. The amendments will

not be published in any other mode. Bidders should regularly visit the e-wizard portal to keep themselves updated.

- 3.3. Without prejudice to the terms and conditions of the Tender Document, IITPKD reserves the right to include/modify any provision, as deemed fit, at a later stage in the Contract, in the Public Interest.
- 3.4. No extension in the bid due date/ time shall be considered due to delay in uploading of any document. Further, it will be assumed that the Bidder has taken into account such amendments, while submitting the bid.

#### 4. COMPOSITION OF THE TENDER DOCUMENT

- 4.1. The Tender Document comprises of:
  - 4.1.1. Instructions to the bidders including terms and conditions
  - 4.1.2. Techno-commercial Bid (Annexure-I)
  - 4.1.3. Evaluation Pattern of the Pre-qualification Bid (Annexure-II)
  - 4.1.4. Commercial Bid (Annexure-III)
  - 4.1.5. List of Additional Items (On Direct Payment by the Students) (Annexure-IV)
  - 4.1.6. Checklist for Pre-qualification Bid (Annexure-V)
  - 4.1.7. Undertaking (Annexure-VI)
  - 4.1.8. Declaration (Annexure-VII)
  - 4.1.9. Format of Bank Guarantee for Performance Security (Annexure-VIII)
  - 4.1.10. Procedure for Submission of E-Tender (Annexure-X)
  - 4.1.11. Sample Menu-A (Annexure-A)
  - 4.1.12. Detailed list of items for Breakfast, Lunch, Evening Snacks and Dinner as well as the quantity of each item, List of compulsory extra items (which are chargeable) (Annexure-B)
- 4.2. The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the Tender Document or submission of a tender not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.
- 4.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

#### 5. LANGUAGE/FORMAT/SIGNING OF THE BID

- 5.1. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and IITPKD shall be in English and the Contract shall be construed and interpreted in accordance with that language. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence and communications, shall bear the costs and risks of such translation.
- 5.2. The documents comprising the bid shall be typed or written in indelible ink and all the pages shall be signed by the bidder or a person or persons authorized by the bidder. All the pages of the bid shall be numbered and except for unamendable printed, shall be signed by the person or persons authorized.

5.3. The bid shall not contain any internalizations, erasures, overwriting, except to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections with date.

#### 6. DOCUMENTS COMPRISING THE BID

- 6.1. The Pre-qualification, Techno-commercial and Commercial Bids shall be submitted only ONLINE through the e-wizard portal mentioned as Cover One (Pre-qualification and Techno-commercial Bids) and Cover Two (Commercial Bid). Bids submitted in any mode other than ONLINE will be rejected outright.
- 6.2. The bidder shall sign a Bid Security Declaration form as part of the technical bid as per the Annexure-IX.
- 6.2.1. The bid submitted without the Bid Security Declaration form in the prescribed format and valid NSIC/MSME certificate of exemption for the service, will not be accepted and summarily rejected.
- 6.2.2. The bid security form of the unsuccessful bidders shall cease to be valid after declaration of a successful bidder by IITPKD or after a period of 30 days from the bid.
- 6.2.3. If the bidder withdraws his bid during the period of validity of the tender, the bidder shall not be allowed to bid for any other contract tendered by IITPKD for a period of one year from the date of notification.
- 6.2.4. If the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute, the bidder shall not be allowed to bid for any other contract tendered by IITPKD for a period of one year from the date of notification.
- 6.2.5. No interest will be paid by IITPKD on Performance Security.
- 6.3. Documents establishing conformity of the terms and conditions of the Tender Document shall be provided along with the bid.
- 6.4. Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.

#### 7. ELIGIBILITY CRITERIA

Agencies/Bidders, who are bidding for this NIT shall,

- 7.1. Essentially have a minimum of **THREE YEARS** of experience in institutional catering activities in educational institutions such as IIMs, IITs, NITs, IISERs, CFTIs, or other reputed Institutions. Necessary and valid supporting documents shall be provided by the bidder, without which the claim made shall not be considered by the institute. (student strength of minimum 500)
- 7.2. Have a minimum average annual turnover of Rs. Two Crores during each of the financial years 2019-20, 2020-21 and 2021-22 in Catering Services. The bidder shall enclose the audited statements of the indicated financial years, which should have been certified by a Chartered Accountant or Competent Authority.
- 7.3. Provide the Memorandum of Understanding in case the bidder comprises Partnership/Consortium/Joint Venture.
- 7.4. Should have carried out three similar works each costing not less than Rs.1.5 crores (OR) Two similar completed works each costing not less than Rs.2 Crores (OR) One similar completed work costing not less than Rs. 3 Crores
- 7.5. Submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium/Joint Venture.

- 7.6. Enclose a Solvency Certificate for an amount not less than Rs. 25 Lakh.
- 7.7. Nominate/authorize one of the members of the Partnership/Consortium/Joint Venture to be in charge and this nomination/authorization shall be covered in the power of attorney signed by the legally authorized signatories of all the members of the Partnership/Consortium/Joint Venture.
- 7.8. Submit the complete details of the ownership and control. If the Bidder is a Partnership/Consortium/Joint Venture, complete details of ownership and control of each member thereof shall be provided.
- 7.9. Submit copies of all the documents required, duly self-attested, along with a pre-qualification bid of the tender.
- 7.10. Possess statutory requirements such as Labour License, Municipal Food License (FDA), PF, ESIC, GST, Shop and Establishment Registration Certificate and PAN card (in Firm's Name) for their existing businesses. Necessary self-attested documents shall be attached as proof, without which the bids shall be rejected outright.
- 7.11. It is desirable to have a valid ISO or a similar certification.
- 7.12. Bid for all the items mentioned in the tender document. The tender document will not be considered valid in case of non-fulfilment of this criterion.
- 7.13. The firms should have valid licenses issued by Food Safety and Standards Authority of India (FSSAI) for their existing business. The Contractor shall acquire the necessary FSSAI (Food Safety and Standards Authority of India) Certificate/License for the site operation in IITPKD within 45 days, upon the award of the Contract.
- 7.14. Confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Institute subsequently finds to the contrary, the Institute reserves the right to declare the bidder as non-compliant and declare any Contract if already awarded to the bidder to be null and void.
- 7.15. Digitally signed tender documents should be submitted in Cover One.

#### 8. SCOPE OF WORK

8.1. The Contractor should provide Breakfast, Lunch, Evening Tea/Coffee with Snacks and Dinner, in two different campuses for approximately 800 persons in the Hostel Mess at its Temporary Campus at Ahalia Integrated Campus, Kozhipara, (the students of this campus are likely to be shifted entirely or partly to the Main campus very soon. In the case of partial shifting the caterer will have to operate at the main and Ahalia campuses, for a brief period of 3 months until the remaining students are also shifted) and approximately 300 students at Nila Campus, behind Gramalakshmi Mudralayam, Kanjikode, Palakkad. Due to student movement between campuses, the numbers in each campus may vary slightly on a daily basis. The contractor should be able to cater accordingly. All food items shall be cooked and served from the kitchens of the respective messes. The table appended below gives some useful information for the prospective bidders. While the information given would be reasonably sufficient to assess the quantum and types of catering and related services required by the Institute, it is advisable for the intending bidders to visit the campus to acquaint

themselves with the actual location of the Hostel, dining area and kitchen in the mess building before submitting the tenders under two bid system.

#### Indicative timings of the Students Dining Hall (On all 7 days) for IITPKD

Particulars	Timings	Weekends
Breakfast	07:00 - 09:00	08.00 - 10.00
Lunch	12:00 - 14:15	12.30 - 14.30
Tea and Evening Snacks	16:30 - 18:00	16:30 - 18:00
Dinner	19.00 - 21.00	19:00 - 21:00

- 8.2. Food to be served in the Hostel Mess shall comprise of two parts, namely, IITPKD Main menu and Extra Items which are chargeable (As per the list in Price Bid).
- 8.3. All meals will be taken by the students in the mess. However, in Temporary (Ahalia) Campus, 'Breakfast' should be served additionally at Hostel-3 for the students of Hostel-3, 4 & Hostel-5.
- 8.4. A sample of the IITPKD Menu for a 2-week period is in **Annexure-A**. A detailed list of items for Breakfast, Lunch, Evening Snacks and Dinner as well as the quantity of each item is in Annexure-B. A list of Additional Items (which are chargeable) is provided along with the Price Bid.
- 8.5. The Mess Committee shall modify both the menu every month in consultation with the Contractor with a view to improve the palatability of the food.
- 8.6. Any food /beverage item indicated in above mentioned in either of the menus can be replaced by an equivalent item after due approval of the Mess Committee
- 8.7. Special diets (for students who are sick) should be provided by the contractor.
- 8.8. A special menu for Sports for a specific period of time, shall be proposed to the contractor, which should be provided by the contractor at a negotiated price with the Mess Committee.
- 8.9. In respect to packaged products (biscuits, soft drinks, chips, ice creams etc) as a part of additional items menu, the Contractor shall ensure the quality of the available brand is as suggested by the Mess Committee, availability of sufficient stock and they are sold on MRP or less.
- 8.10. Contractors should not use any artificial colour, preservatives and other harmful chemical additives (Say for example, mono-sodium glutamate) in any of the dishes or even store them in the mess premises.

#### 9. CURRENCY OF BID AND PAYMENT

9.1. The Bidder shall submit the price bid/offer in Indian Rupees (INR) and payments under this Contract will be made in Indian Rupees only.

#### 10. DURATION OF CONTRACT AND COST ESCALATION

- 10.1. The Contract shall be initially for a period of one year (from the date of commencement), which may be extended for a further period of Two Years, One Year at a time, based on the satisfactory performance/annual review.
- 10.2. a) On expiry of Contract term, the bidder shall vacate the premises immediately.
- 10.2. b) The existing operator may bid afresh, if not prohibited otherwise due to unsatisfactory performance.

- 10.3. There shall be a review of the performance at the end of each year along with a provision for annual price escalation of up to 5% per annum to absorb the increase in the input costs. All other terms and conditions of the Contract shall remain the same.
- 10.4. The Contract shall be in force for the period stipulated in the Contract and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further the Contractor will not have any right either Contractual or equitable to demand any fresh Contract for another term or to continue the same in preference to anyone else.
- 10.5. Notwithstanding anything contained in other clauses of the Tender document, the Contract shall automatically terminate if and to the extent that the continuation of the Contract or any part thereof becomes illegal or legally void/untenable for any cause.
- 10.6. Upon the premature termination of the Contract (except termination due to illegality) the Institute shall be entitled, at the risk and cost of the Contractor, to arrange for the meals for the balance period of the Contract as contemplated in the scope of the work through an independent agency or agencies and to adjust any differential amount thus incurred from the Contractor (in addition to any other amounts, compensation and damage that the Institute is entitled to in terms of the Contract or otherwise) from the security deposit or any other amounts due or becoming due to the Contractor.

#### 11. PERIOD OF VALIDITY OF THE BIDS

11.1. The bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission.

#### 12. LATE AND DELAYED BIDS

12.1. Bids submitted after the specified date and time stipulated in the Tender Document, will not be considered. The Institute may, at its discretion, extend the deadline for submission of bids, in which case all rights and obligations of the Institute and the Bidder will be the same.

#### 13. BID OPENING AND EVALUATION

- 13.1. Prior to the detailed evaluation, IITPKD will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations.
- 13.2. If a bid is not substantially responsive, it shall be rejected by IITPKD and cannot subsequently be made responsive by the Bidder by correction of the non-conformity.
- 13.3. IITPKD determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.
- 13.4. The pre-qualification criteria will be evaluated as per the methodology given in the **Annexure-II** of the Tender Document.
- 13.5. The Price bids of only those bidders, who have been successful in the pre-qualification parameters & presentation, will be considered/evaluated for the award of Work/Contract.
- 13.6. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If a

Bidder does not accept the correction of errors, the bid will be rejected and may result in disqualification from bidding for any contract for a period of 1 (one) year.

13.7. IITPKD may waive off any minor nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### 14. CLARIFICATION IN THE BIDS

14.1. During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be through ONLINE mode ONLY and no change in the price or substance of the bid shall be sought, offered or permitted.

#### 15. MODIFICATION AND WITHDRAWAL OF BIDS

- 15.1. The Bidder may modify or withdraw the bid after submission, through e-wizard only, prior to the deadline prescribed for bid submission.
- 15.2. A Bidder wishing to withdraw the bid, prior to the deadline prescribed for bid submission, can do so only through e-wizard.
- 15.3. No bid can be modified after the deadline for submission of Bids.
- 15.4. No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in disqualification from bidding for any contract for a period of 1 (one) year.

#### 16. IITPALAKKAD'S RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS

- 16.1. IITPKD, is not bound to accept the lowest or any bid and may at any time, by notice, terminate the entire tendering process, without assigning any reason.
- 16.2. IITPKD, may terminate the Contract, if it is found that the agency is blacklisted on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 16.3. IITPKD, may reject the bids in the event they are accepted, but the successful bidder fails to furnish the Performance Security or fails to execute the Contract Agreement.
- 16.4. IITPKD reserves the right to accept/reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 16.5. IITPKD reserves the right to negotiate with the Bidder having the Lowest Quote. The bidders may be called for a discussion by the Committee. Based on the discussion, the Committee will decide to consider the award of Contract. Date and time of discussion (only for the qualified / short listed parties based on the bid) shall be announced / communicated to the qualified / shortlisted parties only, through email.

#### 17. AWARD OF CONTRACT

17.1. The institute will award the Contract to the successful 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. The Contract will not be awarded on piece-meal and will be awarded only to a single bidder.

- 17.2. The Contractor shall commence the operations of the Catering Services at the Hostel Mess from the date specified in the Work Order.
- 17.3. The successful bidder will be required to execute a Contract Agreement within **THIRTY DAYS** from the date of issue of Letter of Intent/Work Order, failing which the Letter of Intent/Work Order issued shall be treated as cancelled. The Contract Agreement shall be executed on the non-judicial stamp paper of Rs. 100/- (Rupees One hundred only). The cost of stamp paper shall be borne by the successful bidder.
- 17.4. Copy of Work Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.
- 17.5. The successful bidder shall be required to furnish a **Performance Security** within **FIFTEEN DAYS** of receipt of Letter of Intent/Work Order for **Rs. 25, 00,000/- (Rupees Twenty five Lakhs Only)** in the form of an Account Payee DD/Fixed Deposit Receipt/Bank Guarantee from a nationalised bank in an appropriate format (**Annexure-VI**) in favour of **Indian Institute of Technology Palakkad payable at Palakkad**. The Performance Security shall remain valid for a period of **SIXTY DAYS** beyond the date of completion of all Contractual obligations. In case the Contract period is extended further, the validity of Performance Security shall also be extended by the Contractor accordingly.
- 17.6. The Performance Security shall automatically become null and void once all the obligations of the agency under the Contract have been fulfilled, including, but not limited to, any obligations during the period of Contract and any extensions to the period. The Performance Security shall be returned to the agency under Contract not later than **FIFTEEN DAYS** after its expiration.
- 17.7. Failure of the successful Bidder to comply with the above requirements shall constitute enough grounds for the annulment of the award and forfeiture of the bid, in which event IITPKD may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.
- 17.8. The Contract can be terminated (during the period of Contract) with a notice of **THIRTY DAYS** by either party. In case of any breach, IITPKD will cancel the Contract without any notice.
- 17.9. IITPKD reserves the right to amend the terms and conditions of the Contract by mutual discussions and shall be in writing. The amended terms and conditions shall form part of the agreement. All the terms and conditions of the tender document shall also be the part of the Contract Agreement.

#### 18. PENALTIES

- 18.1. If there is any omission on the part of the Contractor in terms of aspects listed below pertaining to the palatability of food/ hygiene/ quality of raw materials/ any case of negligence, appropriate punitive action shall be taken including imposition of a heavy penalty decided by the mess committee in consultation with the students' section.
- 18.2. Any member of the Mess Committee or Nodal Officer or any person authorized by the Institute can inspect the mess, kitchen or any process without any prior notice to the Contractor.
- 18.3. The Contractor shall give vacant possession of the facilities/premises made available to the Contractor by IITPKD and return all furniture, fixture, equipment and other items made available by IITPKD in good condition after the Contractual period is over or if the Contract is earlier terminated. Handing over of the vacant possession of the premises and equipment, etc. shall be effected within

- FIVE days of the completion of the period of Contract or termination of the Contract. If the Contractor fails to do so, the Institute shall be free to take possession of the premises by opening the lock(s), if necessary and make out an inventory of all furniture material and equipment and shall be free to deduct from the Contractor's bill(s) or security deposit, any item found to be missing at the replacement cost of the material/equipment, furniture etc. given to the Contractor by the institute.
- 18.4. If the Contractor does not vacate the allotted space after the expiry of the Contract period or after one month of notice period of termination of Contract, the Contractor is liable to pay a daily penal rent of a minimum of Rs.5,000/- in addition to the other charges as applicable.
- 18.5. Unavailability of Complaint Register in the mess hall/discouraging the complaint would lead to a fine of a minimum of Rs.5,000/- on the Contractor
- 18.6. Any complaints of insects and/or foreign objects cooked along with food or found in any food item would attract a fine of a minimum of Rs.5,000/- on the Contractor.
- 18.7. If food for any meals gets over within timings of mess and waiting time is more than 15 minutes for lunch or dinner and 10 minutes for breakfast or tea & snacks, then a fine of a minimum of Rs.5,000/- would be imposed on the Contractor. The timing for that meal will be extended equivalent to delay time.
- 18.8. Three or more complaints of unclean utensils within a two-week period would lead to a fine of a minimum of Rs.5,000/- on the Contractor.
- 18.9. If the mess committee agrees that a certain meal was not cooked properly then a fine of a minimum of Rs.5,000/- would be imposed on the Contractor.
- 18.10. Changes in the menu of any meal without permission of the Mess Committee would result in a fine of a minimum of Rs.5,000/- on the Contractor.
- 18.11. Vegetables used should be fresh and of good quality. If vegetables kept for use are found to be rotten or of poor quality, then a fine of a minimum of Rs.5,000/- for each occasion will be imposed.
- 18.12. Oil once used should not be reused. If reuse of oil is found, a penalty of a minimum of Rs.5,000/- will be imposed.
- 18.13. Kitchen and Dining halls should be kept clean. If violated, a fine of of a minimum of Rs.5,000/- for each occasion will be imposed
- 18.14. Items like MSG (Aji-no-moto), Baking soda/powder, colouring items, Hydrogenated (vanaspati) oil etc. are banned and they should not be used; if they are found in kitchen premises, a penalty of a minimum of Rs. 5,000/- for each occasion will be imposed.
- 18.15. Absence of the Contractor or his representative empowered to take decision from Mess Committee meetings on due invitation will attract a fine of Rs.10000/- on Contractor.
- 18.16. Non-availability of Spoon and Plate sterilizers Rs.1000/- per occasion.

#### 19. FORCE MAJEURE

19.1. If the Contractor is prevented, hindered, or delayed from or in performing any of their obligations under the Contract by an event of Force Majeure (civil disturbance, riots, strikes, tempest, acts of god etc), then it shall notify IITPKD in writing of the occurrence of such event and the circumstances of the event of Force Majeure within **SEVEN DAYS** after the occurrence of such event.

- 19.2. The Contractor, when affected by the event of Force Majeure, shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfil its obligations under the Contract, but without prejudice to IIT Palakkad's right to terminate the Contract. 19.3. No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:
  - (a) Constitute a default or breach of the Contract;
  - (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

#### 20. DISPUTE RESOLUTION

- 20.1. Any dispute and or difference arising out of or relating to this Contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Registrar/Competent Authority, IITPalakkad.
- 20.2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of Contract, neither party shall be entitled to suspend the work/service to which the dispute relates because of the arbitration and payment to the Contractor shall continue to be made in terms of the Contract. Arbitration proceedings will be held at Palakkad only.
- 20.3. It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, Hon'ble Courts of Justice at Palakkad alone shall have jurisdiction to the exclusion of all other courts in any place in the Union of India so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Palakkad.

**Dean-Students** 

#### **EVALUATION PATTERN OF PRE-QUALIFICATION BID**

All the pre-qualification bids of the firms/agencies, which have submitted all the relevant documents as sought in the Tender Document and meeting the eligibility criteria will be scrutinized/evaluated by the duly constituted Committee. Evaluation will be based on a composite score. The composite score will be calculated as described below:

70% of weightage shall be given to the Pre-qualification Bid and 30% to Commercial Bid. The maximum and minimum marks for each aspect of the Pre-qualification Bid are as under:

Sl. No.	Parameter	Minimum Marks Required	Maximum Marks
Α.	Based on submission of Documents along with the Pre	e-qualification B	id
1	Background of the Firm/Agency (Manpower, Quality Certifications, Testimonials, Performance Reports, etc)	7	10
2	Details of such major previous work during the last three years and experience in carrying out similar work for serving	7	10
3	Feedback from current/ previous users including performance certificates (the evaluation committee may seek independent feedback and document the same)	10	15
4	Present Financial Status of the Firm/Agency (Based on the supporting documents for Annual Turnover indicated in 7.2)	10	15
	Presentation by shortlisted bidders clearing um cut-off marks in each of the above items	14	20
	Total Pre-qualification Score (PQS)	48	70

#### Note:

- 1. Bidders clearing the minimum marks in each of the sub-categories in A in the above table will be shortlisted for presentation to the evaluation Committee.
- 2. Bidder shall provide supporting details/documents for all the above parameters for scrutiny and evaluation.
- 3. Bidders should have valid Registration Certificate/PAN/TIN/GST registration from the competent authority.
- 4. Bidder shall have a valid license issued by Food Safety and Standards Authority of India (FSSAI) for their existing business.
- 5. Only the price bids of the Bidders qualified in the pre-qualification stage will be opened for evaluation.
- 6. A minimum of 48 marks shall be obtained for qualifying for opening of the Price Bid.
- 7. After the evaluation as per A and B in the above table, the price bids of only those bidders will be opened, who clear the minimum marks in each of the items mentioned above. The cost evaluation will be done under Combined Quality-cum-Cost Based Systems and the bidder who scores highest marks will be selected.

- 8. The financial offers of only the shortlisted bidders (qualified in pre-qualification stage) will then be opened. The bidders will have to quote the price for all the columns as provided in Annexure-III for the menu, a sample of which is given in Annexure-A2. The lowest bid, which shall be the average of all the FIVE total quoted prices, shall be given a Financial Score (FS) of 30 points. The FS of other bidders will be determined using the formula: FS=30xFP/F, where FP is the lowest financial bid and F is the financial bid of the particular bidder. Scores obtained on a financial offer will be added to scores obtained on a technical offer to get a consolidated score (CS) according to the formula: CS=TS+FS. Bidders with the highest consolidated score (CS) will be selected.
- 9. Further discussions/queries related to the awarded scores by the Committee will not be entertained.
- 10. In case of a tie on the total marks (calculated as per the formula indicated in S.No.8 above), the Contract will be awarded to the Bidder, who gets the higher Financial Score (FS).

### **CHECKLIST FOR PRE-QUALIFICATION BID**

S. No.	Essential Documents		
1	Bid Security by giving undertaking in the Bid Security Declaration form (Annexure-IX)		
2	Authorized person of the bidder, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also shall be provided.		
3	Undertaking on a Stamp paper of Rs.100/- (Rupees One Hundred only) as per format prescribed in Annexure-VI.		
4	Self-attested copy of the PAN card (in the firm's name) along with the copy of Income Tax Returns of the last Three Financial Years (2019-20 to 2021-22) certified by the Chartered Accountant/Competent Authority.		
5	Self-attested copy of GST Registration Certificate.		
6	Self-attested copy of valid Registration Certificate of the bidder.		
7	Manpower on roll. Complete details related to manpower that will be deployed (number, ranks, experience, reporting structure, qualification etc.) shall be provided.		
8	Comprehensive Operational Plan designed and proposed by the bidder for IITPKD to render catering and its allied services.		
9	Documents and description pertaining to extent and quality of experience in providing hospitality services, list of premier/large clients with details of size of Contracts in operation or completed, client satisfaction certificate, organizational process of inducting and training the manpower, hygiene enforcement process and methods.		
10	Essentially have a minimum of three years of experience in institutional catering activities in educational institutions such as IIMs, IITs, IISERs, Central Universities, or other reputed Institutions. Necessary and valid supporting documents shall be provided by the bidder, without which the claim made shall not be considered by the institute.		
11	Have a minimum Turnover of Rs.1 Crore during each of the financial years 2019-20, 2020-21 and 2021-22 in Catering Services. The bidder shall enclose the audited statements of the indicated financial years, which should have been certified by a Chartered Accountant.		
12	Information relevant for assessing the ability/ expertise of the bidder for guiding/ advising in modernizing the infrastructure, kitchen design, latest equipment choices etc.		
13	Clear indication of brands of various materials that will be used for food and beverages, cleaning, toiletries, etc.		
14	Self-attested copy of ISO or any equivalent certificate.		
15	Documents supporting the bidder having carried out three similar works each costing not less than Rs.1.5 Crores (OR) Two similar completed works each costing not less Rs.2 Crores (OR) One similar completed work costing not less than Rs.3 Crores.		
16	Supporting documents for the statutory requirements such as Labour License, PF, ESIC, GST, Shop and Establishment Registration Certificate. The firms should have valid licenses issued by Food Safety and Standards Authority of India (FSSAI) for their existing business.		

17	Solvency certificate for an amount not less than Rs.10 Lakh should be enclosed.
18	Any other documents relevant to the bid.

<u>Note:</u> All the above information should be organized in a logically structured form and submitted as a part of the bid with an index. Bidder is free to add any information that can help in assessing the quality. **The documents shall be submitted through ONLINE MODE ONLY.** 

## <u>UNDERTAKING</u> (TO BE PROVIDED ON A STAMP PAPER OF Rs.100/-)

#### (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

То		
(Designation and Name of the c	oncerned Institute)	
Name of the bidder		
Name of the tender	Due date:	
Sir,		

- 1. I/We hereby agree to abide by all terms and conditions laid down in the tender document.
  - 2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
  - 3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
  - 4. I/We shall provide trained and experienced personnel for the Catering Services in the Hostel Mess.
  - 5. I/We do hereby undertake that the neat and clean environment of the Institute shall be ensured by our Agency, as well as any other point considered by our Agency. Our service shall be covered under "Fidelity Bond" through Insurance Agency for a minimum sum of Rs. Two lakhs (Rupees Two Lakhs). The Insurance charges for Fidelity Bond shall be paid by me/us. The due to theft, if any, shall be recoverable from me/us through fidelity bond.

Signature
(Name and Address of the Bidder)
Telephone/Mobile No.

**Note:** The original shall be submitted to the Institute upon award of the Contract

# <u>DECLARATION BY THE BIDDER</u> (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

I/We hereby submit the bid for providing Catering Services in the Hostel Mess at IIT
Palakkad's Temporary and Nila Campuses. We undertake to agree to all terms and conditions of the
NIT. It is certified that our firm fulfils the eligibility criteria of the NIT. The undersigned is authorized
to submit the Bid against the NIT (Tender No:) on behalf of the firm/company.
Supporting documents of all the above information are also attached.

# Signature

Name: Address:

Phone No.: (Both landline and mobile numbers to be provided)

Email Address:

Note: All the above details shall be evidenced by a valid/certified document.

# FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY (To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of	between	(Name	of	the
Bank) (hereinafter called the "Bank") of the one pa				ıafter
called the "Institute") of the other part.				
2. WHEREAS (National Control of the	me of the Institute) has aw	arded the C	ontrac	t for
Catering Services in Hostel Mess for Rs(R	upees in figures and words)	(hereinafter	: called	d the
"Contract") to M/s(Name of the Co				
3. AND WHEREAS THE Contractor is bound b				ent a
Performance Security for a total amount of Rs.			1	
4. NOW WE the Undersigned (N			to sigr	n and
to incur obligations for and on behalf of and in the	name of (Full	ll name o	of B	ank).
hereby declare that the said Bank will guarantee	the Department the full amo	ount of Rs. (	Amou	nt in
figures and words) as stated above.	1			
5. After the Contractor has signed the aforemention	ned Contract with the Institu	te, the Bank	is eng	aged
to pay the Institute, any amount up to and inclusi-			_	_
order from the Institute to indemnify the Institut				
defects or shortcomings of the Contractor or the de	•	-		•
the Works under the Contract mentioned above, v	•	• •		
actual or estimated or expected. The Bank w		_		
immediately on demand without delay without rel	-	•		
of a previous notice or of judicial or administration				•
prove to the Bank the liability or damages resulting	<u> </u>	_		•
Contractor. The Bank shall pay to the Institute				
dispute/disputes raised by the Contractor in any				
Tribunal or Arbitrator(s) relating thereto and the				
unequivocal.	, .			
6. THIS GUARANTEE is valid for a period of	months from the	date of sign	ning.	(The
initial period for which this Guarantee will be va				
anticipated expiry date of the Contract period).		J		
7. At any time during the period in which this Gua	rantee is still valid, if the In	stitute agrees	s to gr	ant a
time of extension to the Contractor or if the Contra		_	_	
completion as stated in the Contract, or fails to disc	<u>=</u>			
debts as stated under para-5 above, it is understood	•	•	_	
same conditions for the required time on demand b				
8. The Guarantee hereinbefore contained shall no	₹			
the Bank or of the Contractor.				
9. The neglect or forbearance of the Institute in en	forcement of payment of an	y moneys, th	ne pay	ment
whereof is intended to be hereby secured or the gi	ving of time by the Institute	for the payn	nent he	ereof
shall in no way relieve the Bank of their liability un	nder this deed.1			
10. The expressions "the Institute", "the Bank" and	l "the Contractor" hereinbe	fore used sh	all inc	clude
their respective successors and assigns.				
IN WITNESS whereof I/We of the bank ha	ve signed and sealed th	nis guarante	e on	the
day of(Month)	-	=		
(year) being herewith duly author	rized.			
For and on behalf of the Rank				

Name	
Designation	
I.D. No	
Stamp/Seal of the Bank.	
Signed, sealed and delivered for and	d on behalf of the Bank by the above named
in the presence of:	
Witness-1	
Signature	_Name_Address
Witness-2	
Signature	_Name_Address

Signature of authorized Bank official

#### PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal https://mhrd.euniwizarde.com/

#### 1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enrol on the e-Procurement module of the portal <a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a> by clicking on the link "Bidder Enrolment".
- b) The bidders choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment their valid Digital Signature Certificate (**Class III Certificates with signing and Encryption key**) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer to "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

#### 1. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like organization name, value, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Helpdesk.

#### 1. BID PREPARATION

- a) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the documents that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats.

#### 1. **BID SUBMISSION**

a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- **b)** The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder to select the payment option as ONLINE to pay the Performance Security wherever applicable and enter details of the instrument.
- **d**) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- **e**) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- **f**) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- **g**) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- **h**) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

#### 1. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060, 23710092, 23710091, Gagan 8448288987/88, Vijay 9113518121/8448288989, Retnajith 9355030607, Rajesh 8448288990, Suriya 8448288994, Farhan 8448288992, Sanjeeth 8882495599
- 1. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- 2. The bid should be submitted in TWO COVER system through MHRD portal (<a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a>.)
- 3. The bidders should download the BoQ and Quote price for given items. After quoting the same downloaded file should be uploaded.

# **SAMPLE MENU**

	Breakfast	lunch	snacks	dinner
Daily	Bread, butter/ peanut butter , jam, milk, tea, coffee, sprouted moong/channa, seasonal fruits	Pickle, papad, mix salad, onion, white rice	Tea, coffee	Appalam, Mixed Salad , Pickle (Mango/Chili/Mix)
Monday	Masala Dosa, tomato/ coconut chutney, sambar, non-Veg: Boiled Egg; Veg: Banana	Bhindi fry, Brinjal curry, Dal Makani, chapati, Veg Pulao, Plain Buttermilk, Phulka	Instant noodles, Tomato ketchup,	Paneer/Egg Biryani, Raita ,Mutter masala (without aloo), Chana dal tadka, Phulka, Balushahi
Tuesday	Poha, Imli-Chutney, Non- Veg: Boiled Egg; Veg: Orange,	Mustard raw banana gravy, Rajma masala , Bottle gourd Sambar, Mix dal, Kerala rice, Phulka, Lassi	Veg rolls,chili sauce,	Kashmiri dum aloo, Veg paratha , Green stir fry spinach, Jeera rice, Arhar Dal Tadka, icecream
Wednesday	Pesarattu, Tomato Chutney/ Coconut Chutney, Sambar, Non- Veg: Omelet; Veg: Guava, peanut butter	Soya Masala, Toor dal fry, Senai Kizhangu Ghostu , Rasam, Curd, Tarmarind rice, Palak Chapati	Grilled Sandwich, tomato sauce	Veg: mutter paneer (without aloo), Non-Veg: TamilNadu style fish curry, white rice, moong dal tadka, Lachcha Paratha, Laddu
Thursday	Puri, Aloo tomato sabji, Non-Veg: Omelette; Veg: Pineapple	Mutter Cauliflower Masala, Seasonal Vegetable Kadhai, Whole Urad Dal Curry, Tamilnadu sambar, spiced buttermilk, Kerala rice, Phulka	Tikki Chat	Dhal Makhani, Bhindi Fry, Veg Manchurian (Semi dry), , White rice, Fried Rice, Chapati,kheer
Friday	Idly, Vada, sambar, coconut chutney, Non- Veg: Boiled egg; Veg: Banana	Chola Bhatura ,Masoor Dal, Seasonal fruit , Veg Jalferzi, Lemon rice, , lassi	Veg bhel with peanut	Rava Kesari, Non Veg: Chicken Butter Masala; Veg: Paneer Butter masala, pulao, Chapathi, mango pickle
Saturday	Khaman Dhokla, Jelebi, Tamarind chutney, Non- veg: Omelete, Veg- Apple	Mix Veg, Dal Makhni, Gobi Fry Masala, White rice, Phulka, Rasam, Minty Buttermilk,	Pazham Puri, Cold Coffee,	Arhar Dal tadka, Mix Vegetables curry (without aloo), Mushroom babycorn masala, Jeera rice, Phulka, White rice ,green chutney, custard
Sunday	Aloo paratha,tomato ketchup, Curd, Non-Veg: Boiled Egg Veg: Pineapple, Mint & Corrainder Chutney	Non-Veg: Dry Chicken; Veg: Paneer - Semi Dry- Masala, Aloo Masala, Poori, Veg Briyani, Raita, Nannari Sharbath,	Pav bhaji	Beans Fry, Masala kofta,, White rice, Curd rice, Phulka, Dal Fry, gulab jamun

NOTE:
1. Ice Cream Flavours - Chocolate, Butterscotch alternatively

- 2. Two vegetables in salad from beetroot, carrot, raddish, tomato, cucumber. Lemon also must be available with salad
- 3. Aam Panna to be served every Wednesday during the mango season in summer.
- 4. Please note that "/" INDICATES THAT THE ITEMS WILL BE SERVED IN ALTERNATE WEEKS.
- 5. Feast to be provided, four times in a semester with special Veg and Non-veg dishes which are not covered in the above menu, at no extra cost which also includes a Dosa feast. The day of the feast may coincide with important festivals like Diwali, Onam, Holi etc., accordingly the menu & date for each feast will be decided by the mess committee in consultation with the caterer (Only if the number of diners are above 400 including both the messes).
- 6. When chicken/egg and paneer dishes are served, each student will take only one of the two.

#### 1. List of Items for Breakfast and Quantity

<u>Daily:</u> One of the following items without repetition: UPMA/ POHA, jalebi, coconut chutney; Idly, Vada, sambar, coconut chutney; Onion uttapam, sambar, coconut chutney; Poori, aloo masala, peanut butter; Dosa, Sambar, Tomato chutney; Masala Dosa, Tomato/Coconut Chutney, Sambar; Pongal and Vada with Chutney, Sambar; Bonda, Tomato Chutney/ Groundnut Chutney. Poha with jalebi; Idly - Vada with sambar and coconut chutney; Khaman-dhokla with coriander chutney; Samosa/kachori with curd and jalebi; Masala Dosa with coconut chutney and onion chutney; Aloo Paratha or Mixed Veg Paratha (on weekends with ketchup and curd). Quantities and frequencies of other items are listed below:

Item	Frequency	Quantity	Comments
Milk (untoned)	Daily	200 ml	
Toasted bread with jam	Daily	unlimited	
Butter / Peanut butter	Daily	20 gms	Peanut butter as an alternative to regular milk butter
Tea and Coffee	Daily	unlimited	
Egg	Daily	1 egg	Omelette/Boiled egg/Bhurji
Fruits (for those who do not eat egg)	Daily	1 (or) 2, as per the quantity	Banana for two days and different seasonal fruits on other days
Sprouts	Daily	unlimited	
Extra item on rotation: Cornflakes / Oats / Bournvita /Chocos / Complan	Daily	Small Packet	

# 2. List of Items for Lunch and Quantity

Item	Frequency (in a week)	Quantity	Comments
Phulka roti (with or without ghee)	Daily	unlimited	Ghee is limited to 1 teaspoon.
Plain Rice (thin)	Daily	unlimited	Good quality Ponni /Sona Masoori
Jeera rice	Once in a week	unlimited	
Biriyani	Once in a week	unlimited	

Pulao	Once in a week	unlimited	
Matar Pulao	Once in a week	unlimited	
Dry sabji	Daily	unlimited	One item from the list of dry sabji items mentioned below, without repetition in a week
Dal	Daily	unlimited	One item from the list of dal items mentioned below, without repetition in a week
Vegetable curry	Daily	unlimited	One item from the list of vegetable curries mentioned below, without repetition in a week
Curd/butter milk	Daily	100 ml	
Lassi	As per menu	200 ml	
Papad /fryums, Dry chilli	Daily	Papad - 3 pieces	
Drinks	Daily	200 ml	One item from the list of drinks mentioned below, without repetition in a week
Fish fry (Rohu/Katla/Kera/Mackerel/ Sardine)	Sunday	150 gms	
Aloo puri	Sunday	unlimited	

<u>Dry sabji items:</u> fried aloo, Aloo tomato, Aloo Gobi Mattar, Mixed veg., Bottle gourd, Ladies finger, Chana masala, Spinach, Carrot.

<u>Dal Items:</u> Dal fry, Dal tadka, Urad dal, Moong dal, Tuvar dal, Masoor dal, Dal makhani. <u>Vegetable Curries:</u> Drumstick Sambar, Bottle Gourd Sambar, Kerala Sambar, Rasam, Moru curry, Rajma, Drumstick, Kadi, Chana aloo gravy, Matar aloo gravy, Soya chunks, Alchanta beans.

<u>Drinks:</u> Rasna, Tang, Soda, Lassi, Roohafza, Khussharbat, Fresh juice like Lemon juice, Jaljeera, aam pannna

# 3. List of Items for Snacks and Quantity

Item	Quantity	Comments
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Maggi/pasta	250 gms	Weight is after cooking
Vegetable Sandwich	2	
Bread pakoda	2	
Aloo samosa	1	
Punugulu with chutney	5	
Pani poori, Bhel poori, PapdiChaat	1 plate	
Pazham Pori	2	
Kachori, Momos	3	
Cold Coffee	200 ml	Compulsorily once a week

# 4. List of Items Dinner and Quantity

Item	Frequency (in a week)	Quantity	Comments
Phulka roti (with or without ghee) / Methi roti / Laccha paratha	Daily	unlimited	Ghee is limited to 1 teaspoon.
Dal			One item (different from lunch) from the list of dal items mentioned earlier, without repetition in a week.
Plain Rice (thin)	Daily	unlimited	Good quality Ponni /Sona Masoori
Veg Biryani with Chicken dish <b>OR</b> Veg Substitute: Chole bhature / pav bhaji (with butter) / Malai kofta	Special day (Once in a week)	150g chicken dish OR 80 g paneer dish	<b>Raita</b> should be provided with Biryani
Jeera rice /Lemon rice/ Tamarind rice / Tomato rice	Five days	unlimited	One item on rotation
Veg Fried Rice + Tomato Soup + Veg Manchurian + Ketchup	1 day	Rice unlimited, 4 pcs of Manchurian balls + Soup 200 ml.	
Chicken dish (without gravy)	1 day (and as extra on three more day)	150 g chicken	One item from the list of chicken items without repetition in a week.

Fish dish (without gravy)	1 day	80 g	
Egg Curry	1 day	1 egg	
Veg substitute for Chicken/Egg: Paneer dish	2 days (and as extra on three more day)	80g	One item from the list of paneer items without repetition in a week.
Paneer dish	1 day	80g	For everyone, on a day without non- veg.
Papad /fryums	Daily	Papad -2 pieces	
Vegetable Salad	Daily	unlimited	With onion, cucumber, carrot, tomato, beet root, cabbage
Dry sweets	2 weekdays (and as extra on other weekdays)	1 piece	One item from the list of sweets without repetition.
Ice cream /Shrikhand	1 weekend day	1 cup	
Rasagulla / Gulab jamun	1 weekend day	2 pieces	
Seasonal Fruits	1 day	1 or 2 as per item	

**Sweets:** Mysore Pak, Jalebi, Rabadi, Laddu, Bengali sweets, Halwa, Kesari, Payasam(kheer), Pastree, Soan halwa.

Extras items:

Paneer Items: Chilli, butter, Kadai, Palak, garlic

**Chicken Items:** Chicken 65, Butter chicken, Kadai chicken, Garlic chicken, Malai chicken, Tandoori chicken, Chicken roast, Chicken fry.

#### Brands to be Used

Salt - Annapurna, Tata

Ketchup - Maggi, Kissan, Heinz, Fruitoman

Oil - Sundrop, Safola, Fortune, Dhara, use of Hydrogenated (vanaspati) oil is strictly prohibited )

Pickles- Eastern, Nilons, Tops, Priya

Spices - Eastern, MDH, Everest, Catch, Badshah

Atta- Ashirvad, Pillsbury, Annapurna

Noodles - Maggi, Top Ramen, Yippee, Knorr

Flavoured drinks - Tang, Rasna, Roohafza, Kissan squash, Khussharbat, Jalzeera

Cheese/Butter- Amul, Mother dairy, Milky Mist, Britannia

Paneer – Amul, Mother dairy, Milky Mist (\*Only milk paneer should be used)

Bread - Modern, Elite

Jam - Kissan, Maggi, Druk, Fruitoman

Ghee - Amul, Mother dairy, Paras, Everyday

Shrikhand- Amul, Sanchi, Mother dairy

Milk- Amul, Milma, Milky Mist, Cavin's, Sanchi

Tea - Brooke bond, Lipton, Tata, Taj mahal, Kannan Devan

Coffee - Bru, Nescafe

Ice Cream - Amul, Mother Dairy, Arun, Kwality Walls

Soya chunks- Nutrela

Biryani Rice - Basmati - Double Horse, India Gate Basmati rice, Daawat Devaaya, Everyday

Kohinoor Rice- Ponni, Sona Masoori

Custard Powder - Brown & Polson