

TENDER DOCUMENT

for

"Providing Catering Services at Management Development Institute Gurgaon"

Last Date for submission of filled tender at MDI Gurgaon: 29 March 2023 upto 3 p.m.

Date of Pre-Bid meeting at MDI Gurgaon: 16 March 2023 at 12:30 p.m.

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

Management Development Institute Gurgaon Mehrauli Road, Sukhrali, Gurugram -122001

CONTENTS OF TENDER DOCUMENT

Section No.	Description of Contents	Page No.
I	Notice Inviting Tender for providing Catering Services at Management Development Institute Gurgaon	3-3
II	Important Information Related to Tender	4-5
III	Instructions to the Bidders	6-14
IV	Scope of Work	15-24
V	Terms and Conditions of Contract	25-28
VI	Bidder Details Form	29-30
VII	Proforma for Application	31-31
VIII	Letter for Financial Bid	31-32
IX	Penalty	33-33
X	Self-declaration for non-black listing	34-34
XI	Financial Bid Proforma	35-37
Annexure		
I	Menu for MDP Executive participants	38-38
II	Menu for PGDM-BM & PPM Programme students	39-39
III	Party Menu Proposal – individual Items	40-40
IV	Extra Items per person – Special party menu	41-41
V	Proforma for Average Annual Turnover	42-42
VI	Proforma for details of similar contracts successfully executed	43-43
VII	Metric for Technical Bid Evaluation	44-45
VIII	Check list for bidder	46-47

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

SECTION-I

NOTICE INVITING TENDER FOR

"PROVIDING CATERING SERVICES AT MANAGEMENT DEVELOPEMENT INSTITUTE GURGAON"

Management Development Institute Gurgaon (hereinafter referred to as the "MDI" or "MDI Gurgaon" or "Institute"), an Institute of national repute, is dedicated to offer world class management and training programmes. Institute invites sealed bids as per 'Two Bid System' as mentioned hereunder, strictly in the attached prescribed format, from the reputed eligible Agencies/Firms/Bidders who have regularly provided catering services to Regulatory bodies, Large Educational /Research Institutions, Universities, Schools, Colleges, Public or Private Sector Companies / Undertakings, Autonomous Bodies etc.

The bidder shall be providing Catering Services at the Institute, as per the requirement of the Institute from time to time, for a period of three years from the date of commencement of services. The bidder's performance during the year will be evaluated/assessed on completion of one year by MDI Gurgaon. On satisfactory performance the contract will be continued for the next year on mutually agreeable terms & conditions.

The contract can be further extended on satisfactory completion of three years for another period of one year on the terms and conditions as may be mutually agreed by both the parties.

Interested eligible bidder may submit their bids along with all enclosures/ attachments in two separate envelopes duly super-scribed as "Technical Bid" and "Financial Bid" and both these bids should be sealed in another big envelope duly superscribed "TENDER FOR PROVIDING CATERING SERVICES AT MANAGEMENT DEVELOPMENT INSTITUTE GURGAON".

Tender document can be downloaded from Management Development Institute Gurgaon website: https://www.mdi.ac.in/infrastructure/tenders.html from 09 March 2023 11:00 a.m. onwards.

It may please be noted that the bids of (a) agencies supplying manpower and (b) agencies who had provided catering services in a piece meal basis to the above mentioned organizations during a year shall not be considered for evaluation.

SECTION-II IMPORTANT INFORMATION RELATED TO TENDER

C No	n Important information RELATED TO TENDER Dates			
S.No.	information	Dates		
1.	Date of Publishing of Tender	09 March 2023		
2.	Bid Document Download from website	09 March 2023/ 11:00 a.m. onwards https://www.mdi.ac.in/infrastructure/tenders.html		
3.	Date/Time of Pre-Bid Meeting (for Clarification)	16 March 2023/12:30 p.m. (at MDI Gurgaon). Bidders are requested to nominate only one member to attend the pre-bid meeting.		
4.	Date/Time of closing of Tender	29 March 2023/3 p.m.		
5.	Date/Time/Place of Opening of Technical Bid	30 March 2023/12 noon at MDI Gurgaon Bidders are requested to nominate only one member to attend the bid opening meeting.		
6.	EMD Amount (Interest free, refundable to unsuccessful Bidder)	Rs. 2,50,000/- to be paid through a Demand Draft in favour of "Management Development Institute Society", issued by any nationalized Scheduled bank payable at Gurugram. The Demand Draft should be attached with the application form, in the envelope of the Technical Bid, without which the bid would not be considered valid.		
7.	Period of validity of Tender	180 days from the date of closing of Tender		
8.	Address for pre-bid and communication	Deputy Administrative Officer (Institutional Service), Management Development Institute Gurgaon Mehrauli Road, Sukhrali, Gurugram-122007 (Haryana) Contact no.: 0124-4560545 (9:30 a.m. to 5:30 p.m. on working days Mon-Fri), e-mail is@mdi.ac.in.		
9.	Term of Contract	The agency shall be providing catering services to the Institute as per the requirement of the Institute from time to time for a period of three years, from the date of commencement of services. However, the bidder's performance during the year will be evaluated/assessed on completion of one year by MDI Gurgaon. On satisfactory performance the contract will be continued for the next year on the mutually agreed terms and conditions by both the parties.		

- 1. Sealed Bids are invited as per two bid systems from eligible, reputed, well established and financially sound firms/agencies for providing catering services at MDI Gurgaon. The bidders who have regularly provided catering services to Regulatory bodies, Large Educational /Research Institutions, Universities, Schools, Colleges, Public or Private Sector Companies / Undertakings, Autonomous Bodies etc. are eligible to apply subject to fulfilling the eligibility criteria and tender terms and conditions.
- 2. The bids duly filled in all respect enclosing necessary support documents, addressed to Chief Administrative Officer (Institutional Services), Management Development Institute Gurgaon, Mehrauli Road, Sukhrali, Gurugram-122007 (Haryana), sent through Speed Post/by hand only, should be received at Institutional Services Department, MDI Gurgaon on or before 29 March 2023 upto 3 p.m.
- **3.** The address and contact numbers for submitting Bids or seeking clarifications regarding Tender are given below:
 - a. **For Bid queries**: Deputy Administrative Officer (IS), Management Development Institute Gurgaon (<u>is@mdi.ac.in</u> contact no. 0124-4560545)
 - b. Postal address for submitting the Bids:

Chief Administrative Officer (Institutional Services), Management Development Institute Gurgaon Mehrauli Road, Sukhrali, Gurugram -122007, Haryana

- 4. Tenders should be accompanied with EMD amounting Rs. 2,50,000/-(Rupees two Lakh Fifty Thousand Only) in the form of Demand Draft in favour of "Management Development Institute Society", payable at Gurugram.
- **5.** Tenders received after the last date and time (i.e. 29 March 2023 after 3 p.m.) will not be considered.
- **6.** MDI Gurgaon reserves the right to either accept or reject any or all the bids received without assigning any reason, whatsoever; and decision of the Competent Authority, MDI Gurgaon shall be final and binding.

SECTION-III

INSTRUCTIONS TO THE BIDDERS

1. **Scope of Work:** The Scope of Work is given in **SECTION 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 31.03.2022**. Bids of tenderers having the status of sole proprietorship firms in any of the last five years shall not be considered at all.
- b) Should be regularly providing similar catering services for five years during the last five financial years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 (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 **Average Annual Turnover of Rs. 6 crores during last five financial years 2017-18,2018-19 2019-20, 2020-21 and 2021-22** 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 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 bidder or any of its partners /directors etc. should not have been black listed/debarred by 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 bidder should have minimum five years' experience in providing similar catering services and have successfully completed the same. In support of this, bidder should submit the copy of such work orders along with satisfactory completion certificates issued from at least five or more clients in each financial year.
- j) Should have successfully completed **at least one similar work** of providing catering services of value equal to Rs. 2 Crores or more **in each financial year's**

2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 at any Public Sector Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment / Educational Institution / Schools during the last two years. Attach Certificate of Experience and Satisfactory Completion of work awarded by the concerned Establishments/Companies and Balance Sheet in support of proof.

k) Bidder should have an office in Delhi/NCR/Gurugram.

3. Documents required in support of Eligibility and Qualification: -

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

- a) Self-attested copy of the Certificate of Incorporation of the applicant organization issued by the Registrar of Companies or a partnership deed duly registered under the Partnership Act.
- b) Self-attested copy of the Company Registration Certificate and Profile of the Company.
- c) Self-Attested copies of Telephone bill/Electricity Bill/Registered Lease Deed in respect of address location evidence in such territory from March 2021 to February 2023 (for 2 years).
- d) Self-attested copies of valid and applicable licenses for providing Catering Services at an academic Institution.
- e) Self-attested copies of valid registration certificate from FSSAI, Labour Department / EPFO / ESIC etc., as may be required for smooth conduct/operation of the business.
- f) Self-attested copies of the GST registration certificate and PAN.
- g) Statement of Annual Turnover of financial year's 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 in support of eligibility criteria mentioned, from a registered practicing Chartered Accountant, as per Annexure V.
- h) Audited Balance Sheet along with Profit & Loss Statement of financial year's 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22.
- i) Income Tax Return of the Company (duly attested by the CA/CA Firms) for financial year's 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22.
- j) EMD of the required amount as specified in this tender document.
- k) Crossed Bank Account Cheque of the company.
- l) Self-Declaration stating that the Company/Firm/agency has not been blacklisted by Centre/ State Government/ PSU/ Academic institution as per the format in this tender document as per Section X.

- Mumber of employees on payroll of bidder currently providing similar "Catering Services" in Public Sector Company/ Bank/Central or State Government / Autonomous Institute / Corporate Establishment of repute/ reputed academic Institutes (attach proof in support)
- n) Experience proof documents (Work Orders/P.O. and Successfully Completion certificates) issued by the competent authorities of the organizations served on the organizations letter head, for at least five or more clients in each F.Y. during financial years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22, as per Annexure VI.
- o) Tender Document dully signed in ink by authorized person and official stamped on all the pages is to be submitted in original in Technical Bid envelope.
- p) The bidder should be able to provide the downloaded MIS reports on a periodic basis of the Catering Services with the help of mobile app and dashboards etc.

4. Tender Validity

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

5. Earnest Money Deposit (EMD)

- a. The bidders should submit the bids complete in all respect along with interest free Earnest Money Deposit (EMD) amounting **Rs. 2,50,000/-** in the form of Demand Draft issued by a nationalized scheduled bank in favour of "Management Development Institute Society", payable at Gurugram.
- b. Bids not accompanied with EMD Demand Draft issued as per above details shall be summarily rejected and will not be considered for evaluation.
- c. EMD amount (interest free) of the unsuccessful bidders will be returned to them without any interest within 30 days after finalization of tender.
- d. EMD of the successful bidder shall be returned on receipt of Performance Security Deposit and after signing the contract Agreement.
- e. The EMD shall be forfeited if:
 - (i) The bidder withdraws his bid during the validity period of Tender.
 - (ii) The successful bidder fails to comply with all the terms and conditions of the Tender Document during the currency of the contract.
 - (iii) The successful bidder fails to comply with the rules and regulations set forth by Government such as FSSAI, PF, ESI, Minimum Wages and all other statutory requirements.

6. Preparation and Submission of Bids:

- a) Bids are to be submitted as per two bid system i.e. Technical Bid and Financial Bid.
- b) All entries in the bid should be legible and filled clearly.
- c) Bid should be typewritten in English and any correction and interlineations in the bid should be attested with full signature by the Tenderer, failing which the bid will be treated as ineligible. No overwriting will be accepted.
- d) All documents/papers submitted should be numbered, signed by the authorized signatory and official stamped by the bidder on each page.
- e) Technical Bid should contain all the documents required and EMD Demand Draft as specified in the relevant paras. Technical Bid should also contain Tender Form, Declaration Form, Manpower Details, Performance Statement, Details of Staff available with the bidder, and any other details as stipulated in this Tender document.
- f) Financial Bid should only contain the Price Schedule, strictly duly filled as per Financial Bid Proforma only (Section XI). No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall be liable to be rejected.
- g) The rates should be quoted for all the services to be provided as per instructions given in the tender document. Bid received with rates quoted for partial/selected services only will not be entertained and summarily rejected, without citing any reason to the bidder.
- h) Both the bids (Technical Bid and Financial Bid) are to be separately sealed in the envelopes duly super-scribing "Technical Bid" and "Financial Bid", respectively. Both the sealed envelopes should be sealed in a third envelope and super scribed as "TENDER FOR PROVIDING CATERING SERVICES AT MANAGEMENT DEVELOPMENT INSTITUTE GURGAON".

7. Bid Submission:

Sealed bids should be addressed and submitted along with requisite documents at the office of **Chief Administrative Officer (Institutional Services)**, **MDI Gurgaon**, **Mehrauli Road**, **Sukhrali**, **Gurugram-122007** Haryana on or before **29 March 2023 up to 3 p.m.** through Speed Post/by Hand only. Any bid received online shall be rejected.

8. Late Bids:

Bids submitted or received after the closing date and time will not be considered and shall be returned to the bidder unopened. The bidders should ensure that timelines are strictly adhered because any bid received later than the specified time and date shall not be entertained.

9. Opening of Bids:

- a) The bids shall be opened as per indicated date, time and venue as mentioned in the Tender document, unless there is any change which will be informed by the Institute. The Tenderer's one representative only may attend the Tender opening process on his own expenses.
- b) During the Bid opening the envelope containing Technical Bid only shall be opened. The envelope containing financial bid shall be signed by the committee members and kept unopened for opening at a later date.

10. Evaluation of Bids:

- a) The committee constituted by 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 bid received shall not be considered and will be summarily rejected in very first instance 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. MDI Gurgaon Committee at its own discretion may visit any of the premises of the client(s) as per list provided and make quality assessment of the services provided, at its own expense. The bidder shall facilitate for smooth visit of the MDI team to such organization.
- 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 (TS) shall be as per Annexure VII. Minimum Qualifying Marks in Technical Bid are 36 Marks out of 60 Marks.

11. Evaluation of financial bids: -

The **metric for evaluation of financial bids** on the scale of **40 marks (FS)** 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 (L1/L5)

The following weighted average shall be first multiplied with the rates quoted by the bidder in the following two categories in the Financial Bid (Section XI).

- Rates quoted for Catering for MDP Executive participants: **0.4**
- Rates quoted for Catering for PGDM-BM & PPM Students: **0.6**
- **12.** The successful bidder shall be declared on the basis of final marks (100) obtained in Technical Evaluation Score (**TS**) (60) + Financial evaluation Score (**FS**) (40 marks) to highest scorer. Financial score of the proposals will be determined using the following formula: -

$$FS = 100 \times (FL/F)$$

Where.

'FS' is the Financial Evaluation Score of a bidder,

'FL' is the Lowest Financial Proposal among all the bids received and

'F' is the Financial proposal of a particular bidder.

For the purpose of calculation of Composite Score (CS) for each bidder, the weightage is 60 % for the Technical Evaluation Score (TS) and 40% for Financial Evaluation Score (TS) of the respective bidder. The Composite Score shall be calculated using the following formula: -

$$CS = TS \times 0.60 + FS \times 0.40$$
.

Tenderers will be ranked accordingly to their Composite Scores and will be listed in the order of merit. The top scorer would be eligible for award of work.

Bidders may note that they will have to compulsorily bid for all the categories mentioned in the Financial Bid (Section XI). Any partial/conditional bids will not be considered and evaluated.

13. Each bidder shall submit only one bid either by himself or as a partner in joint venture or as a member of consortium. If a bidder or any of the partners in a joint venture or any of the member of the consortium participate in more than one bid, the bids are liable to be rejected

14. 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 catering agency in consideration of the execution of work / services by the catering agency 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.

15. Performance Security Deposit and Award of Contract:

The successful bidder who is awarded the contract shall be required to submit a **Performance Security Deposit of Rs. 10 Lakh** in the form of Bank Guarantee (BG) from any Scheduled Commercial Bank drawn in favour of "**Management Development Institute Society**" covering the period of contract and 180 days beyond the contract period. In case, the contract is further extended the Bank Guarantee will have to be accordingly extended/renewed by the successful 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 BG within the stipulated time shall render the contract invalid at the discretion of MDI Gurgaon.

- (a) The successful bidder shall execute an Agreement on a non-judicial stamp paper of value Rs. 100/- (stamp duty to be paid by the bidder) within 15 days from the date of the intimation from Tender Inviting Authority informing that his bid has been accepted.
- (b) If the successful bidder fails to execute the Agreement and / or to deposit the required Performance Security Deposit within the specified time or withdraw his bid after the intimation of acceptance of his bid has been sent to him or owing to any other reason, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the bid shall stand forfeited.

16. 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 total three years, from the date of commencement of catering services at MDI Gurgaon. The bidder's performance during the year will be evaluated/assessed on completion of a year by MDI Gurgaon. On satisfactory performance the contract will be continued for the next year. However, beyond the first year, on satisfactory performance evaluation of the services during the year evaluated by the Institute, any cost escalation of the commodities and services aspects due to inflation cost index will be mutually discussed and agreed by both the parties in writing for the continuation of the contract for the next year. The contract can be further extended on satisfactory completion of three years for another one-year period and on terms and conditions as may be mutually agreed upon by both parties.

17. Commencement of Services:

The successful bidder Catering Service Agency should commence the catering services within 15 days of signing of the 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.

18. Amendment of Tender Documents:

- i) At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendment at its discretion.
- ii) In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, if any, the Institute, at its discretion, may extend the deadline for the submission of bids at MDI Gurgaon.
- iii) Bidders are advised to forward their queries in advance through e-mail to the "Address for bid queries" mentioned at **Section II** of the RFP.
- **19.** The Competent Authority, MDI Gurgaon reserves the right to cancel any or all the bids received or discontinue tender process without assigning any reason at any time prior to signing of Agreement with the successful bidder.

20. Language of Bid

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

- **21.** The bidder will be bound by the details furnished to MDI Gurgaon while submitting the bid or at subsequent stage. In case, any of such document furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract making bidder liable for legal action besides termination of the contract.
- **22.** This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of bidding agency for providing catering services at MDI Gurgaon.
- **23.** This document is meant to provide information only and upon the express understanding that bidder will use it only for the purpose set out above. 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 in the tender document. While this document has been prepared in good faith, neither MDI Gurgaon, nor any officer 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 the officer even if any loss or damage is caused by any act or omission on the part of MDI Gurgaon or any officer, whether negligent or otherwise.

- 24. By acceptance of this document, the bidder agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the bidder by or on behalf of MDI Gurgaon. MDI Gurgaon and any of the officer undertake no obligation, among others, to provide the bidder 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 signing of Agreement.
- **25.** 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 bidder to participate in the proposed Catering Service provider agency selection process.
- **26.** When any bid 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 agency, 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 agency and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
- **27.** MDI Gurgaon reserves the right to vary/alter/amend the scope of work and any other condition as deemed fit at any time, in its discretion.
- **28.** The bidder shall comply with and abide by such directions that MDI Gurgaon may issue from time to time.
- **29.** The bids 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.
- **30.** The bids shall be valid for a period of six months from the date of opening of bids. A bid valid for a shorter period may be rejected as non-responsive.
- **31.** Any matter relating to appointment of the bidder/catering service provider agency or the procedure for appointment of the bidder for providing catering services shall be governed by the Laws of Union of India and state of Haryana from time to time. Disputes, if any, shall be subject to the exclusive jurisdiction of the courts at Gurugram only.

SECTION-IV

SCOPE OF WORK

1. MDI Gurgaon a premier B-School of India, is regularly imparting Management Development Programmes (MDI Gurgaon Training Programmes) to the participants of Government, Public and Private sector organizations. The institute also impart higher education to the students of Executive Post Graduate Programmes (PGDM-BM/PPM Students) in the field of Management education and conducts training programmes (MDPs) to the participants from Govt. of India, Corporates and MNCs round the year. The Institute, located at the Mehrauli – Gurgaon Road, has the facilities viz. Executives Hostels, Executives Dining Halls, Lecture/Conference Halls, Auditorium, Syndicate Rooms, Class Rooms and student's dining hall etc.

Institute calls for engaging the services of Catering Agency for providing catering services to the participants of the Management Development Programmes (MDI Gurgaon Training Programmes), students of Executive Post Graduate Programmes (PGDM-BM/PPM Students) and for the events of the Institute (as may be required and decided by the Institute from time to time) at the campus of the Institute.

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

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 -To be maintained serviceable by the vendor during the engagement period at its own cost.
 - III Existing Equipment's like deep freezer, boiler, water cooler, grinders, dough mixer etc. To be maintained serviceable by the bidder during the engagement period at its own cost.
 - IV Electric and Plumbing fittings in the kitchen;
 - V Dish washing facilities -To be maintained serviceable by the bidder during the engagement period at its own cost.

- B. The Institute shall also provide the following
 - I Dining tables and Chairs
 - II Sofas in the Executive Dining Hall
 - III Ceiling Fans and ACs
 - IV Curtains

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

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

OBLIGATION OF THE CATERING AGENCY

- **3.** The catering agency 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 catering agency by the Institute. Present menus are enclosed for information of the bidder.

5. Pricing

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

- I. Catering for MDP Executive Participants
- II. Catering for PGDM-BM/PPM Students
- III. Catering for Special Menus (Party Proposal) & Extra items

Different menus are given as **Annexure I to IV**.

6. The catering agency at its own cost shall be responsible for ensuring standard maintenance and hygienic cleanliness of dining halls, kitchens, stores etc. under their charge and control;

- 7. The catering agency at its own cost shall provide all the linen/table clothes in the dining halls, places of organizing tea and snacks and the Institute events.
- **8.** The catering agency shall abide by all the instructions given by the Institute or by its representative (s).
- **9.** The catering agency shall ensure that the following conditions are strictly observed and fulfilled in connection with the grant of this job work:-
 - It shall be agencies responsibility to ensure that all the statutory obligations 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, FSSAI certification etc. are complied with by the agency in full and none of the agency staff or any person hired by them shall have any privy with the Institute.
 - The catering agency shall ensure to make payment and benefit to its staff not less than Minimum Wages prescribed in Haryana State as per the category of staff engaged/ hired for job/work.
 - The catering agency shall be required to ensure maintain health cards for all the staff engaged by him, as per relevant provisions for running the catering business.
- 10. If in the execution of the work, any infraction/breach/infringement of any law, rules / bye laws for the time being in force, takes place; catering agency shall indemnify the Institute against the consequence of any or all litigation / prosecution in any matter connected with or arising out of the subject license including the result of any labor dispute, and should any claim be made against the Institute by any authority / court of law or any award or decree including award of any Labor Court and / or Arbitrator which might be enforced / sought against the Institute, the Institute shall be compensated by the bidder/catering agency in totality in respect of all such claims / awards etc.
- 11. The quality of eatables must be of the best standard, up to the satisfaction of the Institute and relevant laws on the subject governed by the concerned authority. There can be no compromise on this issue. In case the quality of food is not up to the satisfaction of the Institute, the Institute shall have the right to impose penalty and deduct the same from bidder's bill, as might be deemed fit and appropriate by the Institute.
- **12.** No liquor will be served in any of the office buildings/hostels or any other place inside the MDI Gurgaon Campus by the bidder or his staff.
- **13.** Use of single use plastic is prohibited inside the MDI Gurgon campus.

14. PERFORMANCE SECURITY DEPOSIT

The catering agency shall be required to deposit an amount of **Rs. 10,00,000/-(Rupees Ten Lakhs only)** as **Performance Security Deposit** in the name of "**Management Development Institute Society**" in the form of Bank Guarantee, issued by any Scheduled Bank of India, in the format prescribed. The amount of Performance Security Deposit will be retained by MDI Gurgaon free of interest for the entire period of engagement.

GENERAL CONDITIONS: -

The bidder/catering agency shall be responsible for ensuring standard maintenance and hygienic cleanliness of dining halls, kitchens, stores, gas pipe line, regular cleaning of grease chamber to avoid blockage of sewage lines etc. under their charge and control;

- **15.** The bidder will ensure that the preventive maintenance of equipment and machinery is carried out regularly as per the instructions of the manufacture and equipment and machinery are maintained in excellent condition all the times.
- **16.** The bidder shall abide by all the instructions given by the Institute or by its representative(s).
- **17.** The bidder should assign dedicated onsite qualified F&B Manager/ supervisor who should always be present in the dining hall during breakfast, lunch & dinner time. It is desirable that the same supervisor continues at least for one year. In case of any change, the Institute should be informed accordingly.
- 18. It shall be bidder responsibility to ensure that all the statutory obligations, prevailing from time to time under the various statutory enactments, such as FSSAI certification, Minimum Wages Act, Industrial Disputes Act, Workman's Compensation Act, Provident Fund Act, ESI Act, Contract Labor (Regulation & Abolition) Act, Gratuity Act, Bonus, Child Labor Act, Service tax, Sales Tax, WCT etc. are complied with in full and none of their staff or any person hired by them shall have any privy with the Institute.
- **19.** The catering agency shall arrange all the raw materials, commercial cooking gas and other materials for providing catering services at their own cost.
- **20.** The catering agency shall achieve the high standards of services for which they will arrange sufficient staff viz. Supervisor(s), Cook(s), Helper(s), Bearer(s) and Cleaner(s) etc. for catering service as well as services incidental to catering services.
- **21.** The catering agency shall ensure that good quality cleaning / washing materials soap powder, detergent etc. are used for cleaning/washing utensils, crockery, cutlery, kitchen equipment and other associated items and places. They shall, if so required, obtain license from Public Health Department or other Statutory / Local Authorities concerned, if required, without fail.
- **22.** The food stuff should be prepared in the most hygienic manner and quality of the food items for preparation of food (dry & wet) shall be such as stipulated by the Institute from time to time. There cannot be any compromise on the same.

- **23.** The manner, time and place of service shall be as per the instructions of the Institute from time to time.
- 24. The catering agency on its expense shall supply and maintain sufficient quantity and best quality bone china crockery, cutlery and other utensils etc. for serving meals to the MDP Executive Participants in the executive dining hall and keep these items hygienically clean by applying good quality medically recommended cleaning material. Also, the catering agency on its expense shall maintain steel utensils, crockery, cutlery etc. for serving meals to the PGDM-BM/PPM students in their dining hall and keep these hygienically clean by applying good quality medically recommended disinfectants. The catering agency shall also replace these articles as required from time to time and such other new items as might be needed for the efficient services to be provided.
- **25.** The catering agency shall ensure that :
 - a) All glass panels, electric fittings etc. in the kitchen and dining area are kept tidy and neatly cleaned all the times,
 - b) Disinfectant/Flit spray should be carried out at regular intervals in the premises allotted. Deodorant spray should be applied in the dining room after cleaning and washing,
 - c) Supply of cleaning materials, table clothes, cloth napkins & towels etc. at their own cost and will ensure proper upkeep and maintenance of the area, equipment's and furniture under their charge at all the times during the contract period.
- **26.** In case the catering agency fails to provide the catering services for Seminars/ Academic Programmes/Institute events etc. as per the request of the Institute, the following action could be taken by the Institute.
 - I Alternative arrangement will be made by the Institute and full cost will be recovered from the monthly bills/ security deposit of the agency.
 - 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 deemed fit.
 - III The cost of food arranged by the Institute shall be adjusted against the monthly bills due for payment/security deposit or any other dues payable to the catering agency.
 - IV The catering agency shall replenish such amounts adjusted to make up the full security deposit.
- **27.** For cooking foodstuffs, refined vegetable oil like Sundrop, Saffola, Sweekar, Godrej, etc. only shall be used.
- **28.** Only Nescafe brand coffee and Lipton / Brooke Bond / Taj Mahal / Assam brand tea will be used.
- **29.** Bidder will ensure that only fresh vegetable and meat are used for food preparation.
- 30. All items/ingredients required by the agency for preparation of food and other

approved items are to be purchased by the agency. All items/raw materials purchased will have to conform to the quality standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark "AGMARK" or "ISI", or "FSSAI" as applicable. An approval for the brands and raw materials to be used should be taken from the institute Authorities. Surprise checks/visits will be done by Institute.

- **31.** For any suggestions or complaints made by MDP training participants/students; it is responsibility of the catering agency to address the issue urgently but within 24 hours.
- **32.** The catering agency shall provide proper and neat uniform and identity cards to their staff on own expense. Staff without uniform and identity card shall not be allowed to work in the Institute premises.
- **33.** Food items prepared in the kitchen shall not be served by the catering agency to any outside party either inside the campus or outside.
- **34.** The catering agency shall use commercial gas only and shall arrange for the commercial gas cylinders, refills and pay for them to the authorized dealer at its cost.
- **35.** The catering agency shall not be allowed to use electricity as fuel.
- **36.** The catering agency shall also arrange for extra tea / breakfast / lunch / dinner as per the requirements communicated in writing by the authorized official of the Institute.
- **37.** The catering agency shall ensure to provide at its own cost spot free washed, clean and presentable linen, table sheet, napkins etc. in the dining halls, lounge and other serving places wherever required.
- 38. The catering agency shall arrange to supply the food items or tea/coffee, snacks etc. in the dining halls and at any other place as may be required by the Institute from time to time. They will also be required to provide various catering services at official meetings, get together(s) and various functions arranged by the Institute at the same rates at which these are supplied in the Executive Dining hall (MDP) of the Institute in the normal course, failing which the Institute shall be free to arrange such supplies from the reputed vendors at local market and recover the entire and / or difference of prices, as the case may be, from the catering agency.
- **39.** The Agreement shall be operative for a total three years period, effective tentatively from 1st June 2023. The Institute committee will monitor the performance of the agency in respect of satisfactory performance during the year. Subject to satisfactory performance the contract will continue in the next year on such terms and conditions mutually agreed upon by the parties.
- **40.** The agency shall not sub contract, fully or partially catering service to any other person / persons or agency.
- **41.** It shall be the duty and responsibility of the catering agency to ensure that the staff engaged for the work are physically fit and free from any communicable contagious, infectious and other diseases. If any catering agency staff is found to be suffering from any disease or if catering agency staff commits any misconduct or misbehavior, the catering agency shall be required to remove such staff immediately at the request of the

- Institute, without demur and without questioning the decision of MDI in this respect and restrain entry of such staff in the MDI Gurgaon Campus.
- **42.** All the kitchen appliances / equipment's will be handed over to the agency in good working condition. However, these items will be repaired / maintained by the agency at their own cost during the period of contract and the agency shall handover these appliances/ equipment's in working condition to the Institute after termination/expiry of the contract.
- **43.** The catering agency shall submit the Invoices to the MDI concerned programme office with a summary of the catering services delivered on monthly basis. The Institute shall make payment within 15 clear days after verification/ scrutiny of the invoice provided by the catering agency.
- **44.** The catering agency shall indicate the name of representative/ contact person for monitoring the work on day to day basis.
 - The representative(s) of the catering agency must be present at the dining hall during serving of Breakfast, Lunch and Dinners on all the days so as to ensure that the quality of catering services do not suffer at any time.
- **45.** The food supplied should confirm to the standards fixed by the statutory / government authority of both state and / or Govt. of India. For any infringement of these standards the bidder catering agency shall be responsible wholly and solely for the purpose and the institute will have no responsibility of any kind in this regard.
- 46. The bidder shall implement dining feedback system through mobile base app and dashboards to collect regular feedback and address the dining related complaints of the training participants and the students, arising from time to time.
- 47. In case the bidder fails to provide the catering services as per the expectations of the Institute, the appropriate penalty will be imposed by the Institute.
- **48.** All the staff of the catering agency shall be required to undergo a routine medical test by a medical doctor once in three months from the date of employment at the cost of the catering agency.
- **49.** If there arises any dispute relating to this contract the same shall be referred to sole arbitration of the competent authority of the Institute whose decision shall be final and binding on both the parties i.e. Institute and the catering agency.
- **50.** The rates quoted and accepted shall remain unchanged for a period of one year from the date of commencement of services/taking over the operational charge. On successful completion of one year, if required, the rates can be mutually discussed and agreed by both the parties in writing for the continuation of the contract for the next year.
- **51.** Rate quoted should clearly mention all taxes and levies etc. in the enclosed prescribed format only. Service Tax/ Sales Tax / GST/ VAT / WCT etc. if payable will be paid to the catering agency as per applicable rates.

52. In case MDI Gurgaon is called by any statutory authority for any matter related to food or catering services being provided by the agency, the catering agency shall be solely responsible to bear all costs that MDI may have to incur on account of such infringement by the catering agency and indemnify MDI for any such loss in total including the legal expenses incurred thereof.

53. Payment Terms & Process

- a) The bidder catering agency shall be solely responsible for making payment to its deployed staff by 7th of each month without fail.
- b) The catering agency shall raise the bill along with PF and ESIC statements, as applicable, and submit the same to MDI Gurgaon in the succeeding month.
- c) The catering agency will be solely responsible for making the payment to his deployed staff. Since there may be occasional delay in releasing payment by MDI Gurgaon to the agency due to contingencies; payment of wages to the staff by catering agency should not be linked with receiving of payment from MDI Gurgaon and shall be independent of the same.
- d) Payment to deployed catering staff must be made by the bidder catering agency through e-transfer.
- e) The entire financial liability in respect of catering staff deployed at MDI Gurgaon shall be that of the catering agency and MDI Gurgaon will in no way be liable for the same.
- f) The agency will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the staff deployed at MDI 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.
- g) The catering agency shall 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.
- h) The Tax Deduction at Source (T.D.S.) shall be done from the monthly bills of agency as per the provisions of Income Tax Act / Rules, as amended from time to time and a certificate to this effect shall be provided to the vendor by MDI Gurgaon.
- i) The bidder shall maintain all statutory registers under the Law and submit periodical returns and statements. The catering agency shall produce the same, on demand, to the concerned authorities and to MDI Gurgaon or any other authority under Law.
- j) If as a result of post payment audit any overpayment is detected in respect of any work done by the catering agency or alleged to have been done by catering agency under the contract, it shall be recovered by MDI Gurgaon from the catering agency.
- k) In case, the bidder 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.

54. Service Level Agreements

The bidder has to ensure that prepared food/meals are not wasted on any day. A report on the daily basis food prepared and consumed is to be maintained in a register by the bidder and details are to be submitted to MDI Gurgaon on weekly basis. The following details are for responding and closure of the complaints by the bidder. These may be modified, if required, by the Competent Authority, MDI Gurgaon at any time.

Description of Complaints	Service required	Report	Complaint closure time
Minor issues	Rectification without any replacement by agency.	Immediately	2 Hrs
Major issues	Rectification/ Replacement by the agency	Immediately	Consult with concerned Programme Office to close issue at the earliest

Service Level Requirement: -

Sl. No.	Service Level Requirement	Minimum	Non Compliance Limit
1	Ensure routine cleanliness of dining halls, kitchen, store rooms and premises associated with the dining halls.	Requirement 2 Times / Day	Compulsory
2	Proper segregation of dry and wet waste and disposal of waste generated in the dining halls on a daily basis	3 times a day	Compulsory
3	Cleaning of dustbins / waste bins at kitchen and dining halls and disposing at the main container or garbage collection point.	2 Times / Day	Compulsory
4	Address the catering related issues of training programme participants and students	Immediately	1 Day
5	Dining feedback system - to collect regular feedback and address the related issues arising from time to time	Weekly	Weekly

Sl.	Service Level Requirement	Minimum	Non Compliance
No.		Requirement	Limit
6	Any other related services as per the scope of w logical timelines	ork, case to case	basis, within

TERMINATION

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

NOTICE AND ADDRESS

- **56.** Director, MDI Gurgaon will be the sole arbitrator in the event of any dispute.
- **57.** The Institute has unfettered right hereunder to terminate the Agreement executed with the bidder at any time without assigning any reason whatsoever. The courts at Gurgaon shall have the legal jurisdictions.
- **58.** The Institute reserves the right to reject any or all bids received without assigning any reason(s) thereof.
- **59.** If the scope of work and terms and conditions are acceptable to the bidder then bidder should submit Bid i.e. Technical Bid & Financial Bid in separate covers, as per the instructions provided in the tender document.

Chief Administrative Officer (Institutional Services)

SECTION-V

TERMS AND CONDITIONS OF CONTRACT

- 1. Bidder should have at least minimum five years of experience of serving the executive catering facilities in a large organization, for minimum 250 participants at a time, in a day.
- 2. Bidder performance will be measured/ evaluated by MDI Gurgaon Committee on a regular basis in respect of quality and standards.
- 3. The bidder representative will meet the committee of the Institute for interaction and feedback related issues on a monthly basis.
- 4. Bidder will provide, minimum one on-site dedicated professionally qualified manager from **Institute of Hotel Management and Catering Technology (IHMCT),** who has undergone 4 year full time campus study or has equivalent recognized education duly recognized by the Govt. of India.
- 5. The contract shall automatically expire on unless extended further with the mutual consent of catering agency and MDI Gurgaon.
- 6. The bidder shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other agency.
- 7. The bidder shall not employ any staff below age of 18 years and above age of 50 years. Employment of child labour will lead to termination of the contract.
- 8. The catering staff deployed shall be the employee of the bidder at all times and all statutory liabilities will be paid by the bidder such as ESI, PF, Workmen's Compensation Act, etc. The catering staff deployed by the bidder should be properly trained and have requisite experience and skills.
- 9. The bidder shall engage only such staff and supervisors, whose antecedents and health have been thoroughly verified and police verification and other formalities are done. The bidder shall be fully responsible for conduct of his staff deployed.
- 10. The bidder 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.

- 11. The bidder will submit to the Institutional Services department of MDI Gurgaon a list of personnel deployed along with their credentials, permanent and present address and their latest photograph.
- 12. It shall be responsibility of the bidder to issue the employment card / photo identity card to the staff and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Bidder has to ensure that its staff deployed in MDI Gurgaon invariably wear ID card during office hours.
- 13. The bidder shall replace within twenty four hours any of its staff, if they are unacceptable to the Institute because of any risk, incompetence, conflict of interest and breach of confidentiality or misconduct on the part of the catering staff of the agency. The institute shall have the right to ask to change / replace the any staff at any point of time without assigning any reason.
- 14. MDI Gurgaon shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the bidder.
- 15. The bidder shall be responsible for any damages done to the property of the Institute by the staff deployed. MDI Gurgaon will be free to recover from the Security deposit of the bidder or from any other dues payable to the bidder.
- 16. The bidder staff should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the MDI. The bidder shall be responsible for any act of indiscipline on the part of staff deployed.
- 17. The bidder staff deployed at 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 staff to the effect that the deployed person is the staff of the agency and shall submit the said undertaking to MDI Gurgaon. In the event of any litigation on the status of the deployed staff, MDI Gurgaon shall not be a necessary party to such proceedings. However, in any event, either the deployed staff or to the order of the Court, MDI Gurgaon is made a party to such dispute, the bidder shall take all steps to protect the interest of MDI Gurgaon and the bidder shall reimburse the expenditure that would have been borne by MDI Gurgaon to defend itself, if so required.
- 18. The bidder shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering, use of mobile phones for entertainment purpose and shall not engage in gambling, satta or any immoral act.
- 19. The bidder shall be solely responsible for making payment directly to the deployed catering staff by 7th of each month.
- 20. If as a result of post payment audit any overpayment is detected in respect of any work done by the catering agency or alleged to have done by the agency under the tender, it shall be recovered by MDI Gurgaon from the agency.
- 21. The catering staff deployed by the bidder shall work under overall supervision & direction of the bidder.

- 22. The bidder will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of MDI Gurgaon.
- 23. The bidder shall raise the bill along with PF and ESIC statements, as applicable, and submit the same to MDI Gurgaon in the succeeding month.
- 24. The bidder 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.
- 25. Payment to staff of the bidder must be through e-transfer.
- 26. Bidder will ensure that staff engaged receive entitled wages on time.
- 27. The entire financial liability in respect of staff of catering services deployed at MDI Gurgaon shall be that of the bidder and MDI Gurgaon will in no way be liable for the same.
- 28. For all intents and purposes, the bidder shall be the "Employer" within the meaning of different labour Legislations in respect of catering staff deployed by it. There shall be no claim by such deployed catering staff of any employment at MDI Gurgaon. The staff deployed by the bidder at MDI Gurgaon shall be the employees of bidder at all times and do not have any stake or claim of employer and employee relationship against MDI Gurgaon.
- 29. The bidder shall be solely responsible for redressal of grievances, if any, of its staff deployed at MDI Gurgaon. MDI Gurgaon shall, in no way, be responsible for settlement of such issues whatsoever.
- 30. MDI Gurgaon shall not be responsible for any financial loss or liabilities arising out of accident or death of any of the catering staff deployed by bidder in the course of their performing the functions / duties or for making payment towards any compensation.
- 31. The bidder will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the staff deployed by the bidder at 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.
- 32. The bidder shall be liable for depositing statutory 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.
- 33. The bidder shall maintain all statutory registers under the Law and submit periodical returns and statements. The bidder shall produce the same, on demand, to the concerned authorities and to MDI Gurgaon or any other authority under Law as the case may be.
- 34. 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.
- 35. In case, the bidder 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.
- 36. The bidder shall submit proof of deposit of PF and ESI and of other statutory dues, payable by it in respect of its staff deployed at MDI Gurgaon, which shall be a condition precedent for payment of its bills.
- 37. 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 bidder will be liable to be forfeited by MDI Gurgaon besides, annulment of the contract and other legal recourse.
- 38. 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 department i.e. Employees State Insurance, Provident Fund and GST. All such documents/papers will be necessarily submitted within seven days by the bidder, as and when they are requisitioned by MDI Gurgaon, failing which a penalty of Rs. 500/per day shall be deducted from the monthly bill payable to the bidder.
- 39. MDI Gurgaon reserves the right to withdraw / relax any of the terms and conditions mentioned above.
- 40. 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.

SECTION-VI

BIDDER DETAILS FORM

For providing catering services at MDI Gurgaon

Sl. No	Description	Information
1	Name of Bidder	
2	Date of Incorporation of Company (Attach ROC Registration certificate/, Registered Partnership Deed)	
3	Details of Earnest Money Deposit (EMD)	DD Nodated of Rs. 2,50,000/-drawn on Bank
4	Name of Director/ Partner of bidder	
5	Full Address of Registered Office of Company/ Agency: 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 Bidder (Attach certified copy of statement of A/c for the last three years)	
8	PAN No./GIR No. (attach documentary proof)	
9	GST Registration No. (attach documentary proof)	
10	Employee Provident Fund Registration No. (attach documentary proof)	
11	Employee State Insurance Registration No. (attach documentary proof)	
12	Number of years of experience of providing Catering Services	
13	Experience proof documents (Work Orders/P.O. and Successfully Completion	

Sl. No	Description	Information
	certificates) issued by the competent authorities of the organizations served on the organizations letter head during financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 mentioning the details of numbers/strength served as per Annexure VI (attach documentary proof)	
14	Details of equipment along with supporting documents proof available with the bidding agency to be used for catering service. (attach separate sheet)	
15	Income Tax Return of the Company (duly attested by the CA/CA Firms) for financial year's 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.	
16	Annual turnover for financial year's 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 as per format given at Annexure V .	
17	Self-Declaration stating that the bidder agency has not been black listed by Centre/ State Government/ PSU/ Academic institution as per format given at Section X .	
18	Ability of the bidder to provide the downloaded MIS reports of the catering services provided on a periodic basis with the help of mobile app and dashboards etc. Enclose documentary proof for the same.	

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

Signature of the authorized person of the bidder	
Name :	
Place: Date:	Official seal

SECTION-VII

PROFORMA FOR APPLICATION

(on the letter head of the Bidder)

1. Name of the Bidder	
2. Permanent address of the Bi	idder
Tel No	Email
Mob	
3. Registration & incorporation	n particulars of the Bidder
(please attach attested copie	es of document of registration/incorporation of your firm)
4. Permanent Account Number	r (PAN)
5. GST No	
•	information furnished above are true and correct. In case the orrect at any stage, MDI Gurgaon may take appropriate action
Signature of the authorized pe	rson of the bidder
Name :	
Place :	
Date :	Official seal.

SECTION-VIII LETTER FOR FINANCIAL BID

(To be printed on the bidder letter head)

	Date://
Chief Administrative Officer (Ins Management Development Insti- Mehrauli Road, Sukhrali, Gurugr	titutional Services) tute Gurgaon
Dear Sir,	
Ref: Tender for "Providing Cat	ering Services at MDI Gurgaon"
Gurgaon" published, the recei	ender document for "Providing Catering Services at MD pt of which is hereby duly acknowledged, I/ We, the catering services as required and outlined in the Tender
document, we attach hereto or constitutes our bid/proposal. We terms and conditions put forwar with MDI Gurgaon. If our bid/p	nts and to provide catering services as set out in the tender our response as required by the tender document, which e undertake, if our bid/proposal is accepted, to adhere to the ord in the tender document and the Agreement to be entered proposal is accepted, we will submit a Performance Bank d commercial bank in India as acceptable to MDI Gurgaon.
tender document as also in the catering services at MDI Gurgibid/proposal or any part thereof instruments delivered or to be of This bid includes all information whole or in part mislead MDI Gurpoint of time it is noticed/discovered.	nal acceptance of the terms and conditions set out in the e contract to be signed with MDI Gurgaon for providing aon. We confirm that the information contained in this f, including its exhibits, schedules and other documents and delivered to MDI Gurgaon are true, accurate and complete a necessary to ensure that the statements therein do not in regaon as to any material fact. I/ We understand that if at any vered by MDI Gurgaon that any information given by me/using MDI Gurgaon shall have the right to take such necessarying cancellation of contract.
It is hereby confirmed t	hat I/we are entitled to act on behalf of our agency and d (attached) as well as other support documents that are
Signature of the authorized pers	on of the bidder
Name :	
Place:	
Date:	Official seal

SECTION-IX

PENALTY

Sl No.	Item	Penalty (Rs.)	Frequency
1	Insect found in the cooked food	Rs. 5,000/-	each occasion
2	Soft objects like hair, rope, plastic, cloth etc. found in the cooked food	Rs. 5,000/-	each occasion
3	Three or more complaints of unclean utensils being used in the mess & dining hall in a week and complaint not resolved by the bidder catering agency.	Rs. 5,000/-	Per week basis
4	Meal Timings as approved by the Institute or decided with the respective students mess committee to be followed strictly. Failing which the penalty will be levied on the bidder catering agency.	Rs. 5,000/-	Day basis
5	Use of non-FSSAI/ non-approved brands of food items by the bidder catering agency.	Rs 25,000/-	each occasion
6	In case of any incidence of student's food poisoning due to consumption of the food cooked/served by the catering agency in the dining hall. This may also lead to Termination of the contract awarded to the agency.	Rs 50,000/-	each occasion
7	Shortage of cleaning material	Rs. 5,000/-	each occasion
8	Using substandard cleaning material	Rs. 5,000 /-	each occasion
9	Non-adherence to the cleaning schedule	Rs. 5,000 /-	each day
10	Poor quality of cleaning and foul smell from common areas in and around the dining hall premises	Rs 5,000/-	each occasion
11	Failure to timely attend to the complaints received.	Number of complaints x Rs 500/- each	each day
12	Theft by catering agency staff	Rs 50,000/-	each occasion

Note: The penalty (ies) amount will be deducted from the monthly bill payment to the vendor.

SECTION-X

SELF-DECLARATION FOR NON BLACK LISTING

Date://
Chief Administrative Officer (Institutional Services) Management Development Institute Gurgaon Mehrauli Road, Sukhrali, Gurugram-122007 (Haryana)
Dear Sir,
In response to the Tender for providing Catering Services at MDI Gurgaon, I / we hereby declare that presently our company/firm/agency has not been declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central Government / PSU / Autonomous Body.
We further declare that presently our company/firm/agencyis not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State / Central Government / PSU / Autonomous Body on the date of Bid Submission including violation of relevant labour laws.
If this declaration is found to be incorrect then without prejudice to any other action that may be taken the EMD/Performance Security Deposit submitted for providing Catering Services may be forfeited in full by the Institute, the bid may be cancelled at any stage, and the contract may be terminated and we shall be barred from bidding in future tenders published by MDI Gurgaon.
Thanking you,
Signature of the authorized person of the bidder
Name :
Place : Date : Official seal

SECTION-XI

FINANCIAL BID PROFORMA

(To be printed on the letterhead of the Bidder)

Sl. No.	Items		nt (in INR) ive of GST)
140.	(Add separate sheets wherever required for submission of details, if required)	Amount in Figure	Amount in Words
	<u>Catering for MDP Executive Participants:</u>		
	(A) Inclusive of Bed Tea, Breakfast, Mid-Morning Tea with biscuits, Lunch, Mid-afternoon Tea with biscuits, Evening Tea with snacks, Dinner.		
	Quote Rate per person per day basis:		
	(B) Quote break up of rates of the items mentioned below, per day basis:-		
	1. Bed Tea		
	2. Breakfast		
	3. Mid-Morning Tea with biscuits		
1	4. Lunch with Mineral Water Bisleri (in consumable packs)		
	5. Mid-afternoon Tea with biscuits		
	6. Evening Tea with Snacks		
	7. Dinner with Mineral Water Bisleri (in consumable packs)		
	Mention discount if Bisleri water is not used Rs		
	Note: - Catering agency will raise the Invoice for payment on the basis of actual participant strength intimated by Institute and actual number of days the meals served. Rebate if any will apply.		
	Please refer sample menu provided at " Annexure I ".		

Sl. No.	Items	Amount (in INR) (Exclusive of GST)	
140.	(Add separate sheets wherever required for submission of details, if required)	Amount in Figure	Amount in Words
	Catering for PGDM-BM/PPM Students		
	(A) Inclusive of Bed Tea, Breakfast, Mid-Morning Tea with biscuits, Lunch, Mid-afternoon Tea with biscuits, Evening Tea with snacks, Dinner		
	Quote Rate per person per day basis		
	(C) Quote break up of rates of the items mentioned below, per day basis:-		
	1. Bed tea		
	2. Breakfast		
2	3. Mid-Morning Tea with biscuits		
	4. Lunch		
	5. Mid afternoon Tea with biscuits		
	6. Evening Tea with Snacks		
	7. Dinner		
	Note: - Catering agency will raise the Invoice for payment on the basis of actual student strength intimated by Institute and actual number of days the meals served to the students only. Rebate if any will apply.		
	Please refer sample menu provided at "Annexure II".		
3	Quote rates for Lunch/Dinner with Special Party Menu - Individual Items, as per Annexure III enclosed.		
3	Please submit the rates in the Annexure III and attach the same with the Financial Bid only.		

Sl. No.	Items		nt (in INR) ive of GST)
140.	(Add separate sheets wherever required for submission of details, if required)	Amount in Figure	Amount in Words
4	Quote rates for Special Individual and extra Items per person rates and items required to be purchased and supplied as per Institute requirement - Actual purchase rate will be reimbursed along with Service Charges.		
	Please submit the rates in the Annexure IV and attach the same with the Financial Bid only. Quote Service Charge and taxes on supplying such items.		
5	Quote rate - per Tea/Coffee (with tea/coffee bags) along with 2 biscuits/cookies of good quality - to MDI Faculty/Officers/Staff/Guests etc. on working days/ or as may be required by the Institute.		
6	Quote % discount offered on MRP rates printed on Bisleri mineral water bottles.		

Important Note:-

- Bidders are to compulsorily bid for each category mentioned above.
- Bids received for partial services will not be entertained and summarily rejected.
- MDP Executive Training Participants: It is expected to cater to approximately 3000 participants during a year, (i.e. 15,000-25,000 participants' days in a year) arriving MDI Gurgaon in batches, subject to favorable COVID-19 pandemic conditions.
- PGDM-BM and PPM students: It is expected to cater to approximately 60 students each month during a year (10 months) i.e. 18,000 students' days in year, subject to favorable COVID-19 pandemic conditions.
- Please mention current rate of taxes (item wise) applicable for the services mentioned above.

Signature of the authorized person of the bidder		
Name :		
Place :		
Date:	Official seal	

Annexure I

MENU FOR MDP EXECUTIVE PARTCIPANTS

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/Porr idge 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

<u> Annexure - II</u>

MENU FOR PGDM-BM & PPM PROGRAMME STUDENTS

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,Boile d 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
Wednesd ay	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
Thursda y	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

Management Development Institute Gurgaon

Party Menu Proposal - Individual Items with mineral water

(To be printed on the letterhead of the Bidder)

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

ITEMS	Rate (Rs)	Tax	Total
FOR LUNCH / DINNER			
Soup with soup stick (of choice)			
Basmati Rice Plain / Pulao/Kashmiri pulao etc. (of choice)			
Assorted Roti (Tandori/Nan/Missi roti/chapatti etc.)			
Dal (dal of choice)			
Dry veg (of choice)			
Boiled Veg (if required)			
Curd Item (Dahi Bhalla with chutney or Boondi raita or any other raita)			
Special Veg Item (Butter Paneer or Sahi Paneer or any other Paneer item)			
Special Non- Veg Item (Mutton or fish or chicken item)			
Special Salad (Green salad, sprouts etc.)			
Cut Fruits (as required)			
Ice Creams/Sweet/ Rasmalai/Gajar or Moong Dal halwa (Any two item)			
Specified Beverages (if required)			

Signature of the authorized person of the bidder		
Name :		
Date:	Official seal	
		40/47 Page

Management Development Institute Gurgaon

Extra Items per person rates-Special Party Menu

(To be printed on the letterhead of the Bidder)

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

ITEMS	Rates (Rs.)	Tax	Total
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 purchase rates.	Quote service charge for supply of these items:-		

	9 1		
Sign	nature of the authorized person of the bidde	er	
Nar	ne :		
Plac	ce:		
Dat	e:	Official seal	

Annexure V

PROFORMA FOR AVERAGE ANNUAL TURNOVER (ATTACH AUDITED DOCUMENTS)

Financial Year	Amount in Rupees (in Figure)	Amount in Rupees (in Word)	Average Annual Turnover (Rs)
2017-18			
2018-19			
2019-20			
2020-21			
2021-22			

Signature of the authorized person of the bid	der
Name :	
Place :	
Date:	Official seal

Annexure VI

PROFORMA FOR DETAILS OF SIMILAR CONTRACTS OF CATERING SERVICES SUCESSFULLY EXECUTED DURING F.Y. 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22

(A) FOR NUMBERS/STRENGTH SERVED = 250 - 349 Nos.

F.Y.	Name of the Client, Address, Telephone No.	Strength served	Total number of		Duration of Contract	
	along with Name/ Designation/Tel. No. of the Concerned Officer		Manpower Deployed		From	То

(B) FOR NUMBERS/STRENGTH SERVED ≥ 350 Nos.

F.Y.	Name of the Client, Address, Telephone No. along with	Strength served	Total number of	Total value of Contract (INR)	Duration of Contract	
	Name/ Designation/Tel. No. of the Concerned Officer		Manpower Deployed		From	То

Please submit details in chronological order for each financial year and strength served, as applicable for (A) and/or (B) above.

Signature of the authorized person of the bidder	
Name:	
Place:	
Date:	Official seal

Metric for Technical Bid Evaluation (Total 60 marks)

S. No	Technical Criteria	Tenderer to tick the appropriate column	Marks	Maximum Marks
1	Experience of the Bidder for providing Experience (attach proof in support) as		•	Operational
	5 years to 7 years		2 Marks	
	Above 7 years but less than 10 years		3 Marks	5
	More than 10 years		5 Marks	
2	Experience of the Bidder <u>strength wise</u> 02021-22 for providing similar "Catering proof in support)			
	= 250 - 349 numbers/ strength served in every financial year.		@ 4 Marks for each completed contract in a financial year. (average of marks of 5 financial years contracts executed will be taken)	20
	≥ 350 numbers/strength served in every financial year.		@ 5 Marks for each completed contract in a financial year. (average of marks of 5 financial years contracts executed will be taken)	20
3.	Average Annual Turnover of the Bidder during the Financial Years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 in providing similar Catering Services (Attach proof in support)			
	Average Annual Turnover between Rs.5 Crore to Rs. 6 Crores		02 Marks	
	Average Annual Turnover above Rs. 6 Crores to Rs. 7 Crores		03 Marks	5
	Average Annual Turnover above Rs. 7 Crores		05 Marks	
4.	Number of employees on payroll of bidder currently providing similar "Catering Services" in Public Sector Company/ Bank/Central or State Government / Autonomous Institute / Corporate Establishment of repute/ reputed academic Institutes (attach proof in support)			
	Between 50 to 60		04 Marks	
	Above 60 to Less than 75		06 Marks	10
	More than 75		10 Marks	

S. No	Technical Criteria	Tenderer to tick the appropriate column	Marks	Maximum Marks
5.	Presentation by the bidder: maximum of 15 minutes duration only to the Committee, MDI Gurgaon in terms of his past experience for providing similar services, understanding of MDI Gurgaon and its requirements as defined in the Scope of Work in the Tender Document, use of app based solution on the user mobile and dashboards, case studies and related other strengths.		20 marks	20
			TOTAL MARKS	60

Name :	
Place:	
Date:	Official seal

Signature of the authorized person of the bidder

CHECK LIST FOR BIDDER

Sl. No.	Details	Please mention if the document attached YES/NO
a.	Self-attested copy of the Certificate of Incorporation in respect of the applicant organization issued by the Registrar of Companies or a partnership deed duly registered under the Partnership Act.	
b.	Self-attested copy of the Company Registration Certificate and Profile of the Company.	
C.	Self-Attested copies of Telephone bill/Electricity Bill/Registered Lease Deed indicating the address evidence its location in such territory from March 2021 to February 2023 (for 2 years).	
d.	Self-attested copies of all valid and applicable licenses for providing Catering Services at an academic Institution.	
e.	Self-attested copies of valid registration certificate from FSSAI, Labour Department / EPFO / ESIC etc., as may be required for smooth conduct of the catering business.	
f.	Self-attested copies of the GST registration certificate and PAN.	
g.	Statement of Average Annual Turnover of financial years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 in support of eligibility criteria mentioned, from a registered practicing Chartered Accountant as per Annexure V.	
h.	Audited Balance Sheet along with Profit & Loss Statement of financial years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22.	
i.	Income Tax Return of the Company (duly attested by the CA/CA Firms) for financial year's 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22.	
j.	EMD of the required amount as specified in this tender document.	

k.	Crossed Bank Account Cheque of the company.	
l.	Self Declaration stating that the Company/agency has not been black listed by Centre/ State Government/ PSU/ Academic institution as per the format in this tender document as per Section X .	
m	Number of employees on payroll of bidder currently providing similar "Catering Services" in Public Sector Company/Bank/Central or State Government / Autonomous Institute / Corporate Establishment of repute/ reputed academic Institutes (attach proof in support)	
n.	Experience proof documents (Work Orders/P.O. and Successfully Completion certificates) issued by the competent authorities of the organizations served on the organizations letter head, for at least five or more clients in each F.Y. during financial years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22, as per Annexure VI.	
0.	Tender Document dully signed and official stamped on all the pages to be submitted in original.	
p.	The bidder should be able to provide the downloaded MIS reports of the services on a periodic basis with the help of mobile app and dashboards etc. Enclose proof of experience for the same.	

Signature of the authorized person of the bidder	
Name:	
Place:	
Date:	Official seal