



भारतीय प्रबंध संस्थान इंदौर
Indian Institute of Management Indore
Prabandh Shikhar, Rau-Pithampur Road, Indore-453 556

Tender No: IIMI/ 2021-22/07

Date: 21-Sep-2021

**Notice Inviting Tender for Running Cafeteria Services at IIM Indore
Campus**

(E-PROCUREMENT MODE ONLY)

Indian Institute of Management Indore (IIM Indore) invites **online bids (e-tender)** in two bid system for the following services from branded, reputed, experienced and financially sound Cafeteria Services/ Restaurants/ Food Ventures/ Canteen Services etc. preferably from the contractor those who are having current similar type of operations in national level educational institutes for running cafeteria services in IIM Indore campus.

Brief Details of Tender:

Description	EMD (Earnest Money Deposit)	Tender Fee
Running Cafeteria Services at the predefined space in Ground Floor, Academic Building of IIM Indore Campus	Rs. 50,000/-	No Fee Applicable

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal [http:// eprocure.gov.in/ eprocure/ app](http://eprocure.gov.in/eprocure/app) and bid is to be submitted online only through the same portal up to the last date and time of submission of tender.

Critical Dates of Tender:

Sr. No	Particulars	Date	Time
01	Date & Time of Online Publication/ Download of Tender	21-Sep-2021	1730 Hrs.
02	Pre-bid Meeting	28-Sep-2021	1100 Hrs.
03	Bid Submission Start Date and Time	01-Oct-2021	1730 Hrs.
04	Bid Submission Close Date and Time	21-Oct-2021	1300 Hrs.
05	Closing date & time for Submission of EMD	21-Oct-2021	1300 Hrs.
06	Opening of Technical Bids	22-Oct-2021	1400 Hrs.

विषयसूची
TABLE OF CONTENTS

S.No.	Description	Page no.
01	ABOUT IIM INDORE	1
02	SCOPE OF WORK	3-5
03	EARNEST MONEY DEPOSIT DETAILS	5-6
04	ELIGIBILITY CRITERIA	6-7
05	FINANCIAL BID DETAILS	7
06	TIME SCHEDULE	7
07	AVAILABILITY OF TENDER	7
08	BID VALIDITY PERIOD	8
09	PRE-BID MEETING	8
10	BID SUBMISSION	8-9
11	BID OPENING	9-10
12	BID EVALUATION	10
13	CONTRACT PERIOD	10
14	PERFORMANCE SECURITY DETAILS	10-11
15	COMMENCEMENT OF SERVICES	11
16	RENT AND UTILITY CHARGES INCLUDING ELECTRICITY	11
17	LIQUIDATED DAMAGES	11
18	PENALTY	12
19	TERMS AND CONDITIONS	12-17
20	ANNEXURE - I	18
21	ANNEXURE - II	19
22	ANNEXURE - III	20
23	ANNEXURE - IV	21
24	ANNEXURE - V	22
25	ANNEXURE - VI	23
26	ANNEXURE - VII	24

1. ABOUT IIM INDORE

Indian Institute of Management Indore is an institution of national importance under the Indian Institutes of Management Act, 2017.

2. SCOPE OF WORK (Schedule of Requirement)

Running Cafeteria Services at the predefined space in Ground Floor, Academic Building of IIM Indore Campus:

1. Offered Area for the Cafeteria approx. 1000 sq. ft.
2. Location: In the Academic Building Ground Floor, A Block of IIM Indore Campus
3. With following proposed list of assets :

S.No.	List of Assets Items	Qty (Nos)
1	Dining Chairs (Wooden Top)	23
2	Dining Tables (Round)	10
3	Fly Catcher	2
4	Display Rack (Library Unit)	1
5	Water Cooler Aquaguard	1
6	Printer Table	1
7	Toaster (Griller)	1
8	Geyser	1
9	Exhaust Fan (Metallic)	2
10	Exhaust Fan (Plastic)	1

4. The timings and working days of the cafeteria will be regulated by the Institute. However the Institute shall permit the contractor to operate between 07:00 AM to 07:00 PM on all days except Sunday.
5. The space for cafeteria will be allotted on **As-is-Where-is** condition with electrical power points, water and drainage pipeline connection.
6. IIM Indore will not bear the expenditure for the setting up of stall/ infrastructure.
7. The contractor shall display list of items and rates at appropriate space inside cafeteria. The cafeteria and surrounding area must be kept neat and clean and free from unhygienic conditions.
8. The bearer/ staff (not below the age of 18 years) employed by the contractor shall have to be medically fit, neat and clean. The contractor shall not employ child Labour as prohibited under the law/ rules and regulations.

9. The contractor will make its own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment.
 10. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/ fixtures installed/ provided by the Institute, during the entire period of the contract. If any damage/ loss of equipment/ fixtures is found then the same will be recovered from the contractor. The contractor shall take adequate fire precautions.
 11. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or its workers, employees or agents, the same shall be rectified by the contractor at its own cost either by rectifying the damage or by paying the compensation as may be determined by the Institute.
 12. The food items containing ingredient of good quality, snacks and beverages should be of excellent quality and hygienic. The contractor should not keep any packed items for sale which have already surpassed the date of expiry. The packed items should be sold only as quoted or MRP whichever is less. The item details and rate of selling should be displayed in bold and visible manner. The displayed rate should have break up of selling price and GST legible.
 13. Use of Polythene: Use of Polyene is not allowed, the contractor shall submit an undertaking for not using the polythene covers which are banned by the State/ Central Governments or any other government authorities.
 14. Bio waste management should be in a proper way by following the waste management policy of the Institute: *the vendor may collect the waste and dispose it off daily. The waste should not be kept/ thrown in the Institute. It will be sole responsibility of the vendor to dispose off the waste and the Institute will not be responsible for disposal off waste.*
 15. The premises and surroundings of the space shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of IIM Indore. Plastic Bags will be totally prohibited inside the campus.
 16. The Institute will provide basic infrastructure **As-is-Where-is** condition, electricity and water for cooking and dish washing purposes. The utility charges for these services such as electricity charges will be charged monthly on the basis of meter reading, as per the prevailing rate of MPPKVCL including surcharge plus applicable taxes to the contractor.
 17. Doorstep delivery services facility in the academic and administrative building should be provided without any additional cost.
- **Menu:** Any permitted item (Veg or Non-Veg) for breakfast, lunch and evening snacks including juices, biscuits, cookies, soup, sandwich, chat items etc. The detailed menu with applicable rates valid for one year may be submitted along with the tender. However price is not the criteria for evaluation/ selection of contractor.

- **Accommodation:** No accommodation shall be provided to the contactor or their employee(s) in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop.

Note:

- Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders. The nature of the site, the means of access to the site, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. The contractor shall be deemed to have full knowledge of the site whether it inspects the site or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- The IIM Indore reserves the right to suitably increase/ reduce the scope of work put to this tender. In case of any ambiguity in the interpretation of any of the clauses in tender document or the contract document, interpretation of the Clauses by IIM Indore is final.

3. EARNEST MONEY DEPOSIT DETAILS

- a) **Earnest Money Deposit (EMD) of Rs. 50,000/ - (Rupees fifty thousand only)** should be submitted through NEFT or RTGS in favour of Indian Institute of Management Indore.
- b) Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for **all these items/ services only**, are exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
- c) The bidders who seeks exemption from EMD as per clause no. 3(b) above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.
- d) EMD of all unsuccessful bidders (if any) will be returned after award of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Security as per **Sl. No. 14**.
- e) In case of successful tenderer, the EMD (if any) may be adjusted towards the Performance Security deposit on request.

- f) The amount of EMD (if any) is liable to be forfeited, if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.
- g) No interest will be paid on the EMD (if any)/ Performance Security deposit remitted.

4. ELIGIBILITY CRITERIA

4.1 OID (Other Important Documents)

OID viz. Incorporation Certificate / Firm Establishment Certificate, PAN details, GSTIN, EPF registration, ESI registration, Labour License, and any authority applicable etc. details are to be provided.

4.2 Statutory Documents:

- a) The Bidder should give self-declaration certificate for acceptance of all terms & conditions of the tender documents. A duly completed certificate to this effect is to be submitted as per the **Annexure-I**.
- b) The firm should be neither blacklisted by any Government Dept., nor is any criminal case registered/ pending against the firm or its owner/ partners anywhere in India. A duly completed certificate to this effect is to be submitted as per **Annexure-II**.
- c) The contractor should have minimum **one year experience** in running such cafeteria services/ food venture/ restaurant/ Canteen services etc.in reputed organization/ public and private institution/ corporate/ Leading shopping malls. The details of the same along with supporting document w.r.t. **satisfactory execution of work from clients** are to be submitted as per the **Annexure-III**.
- d) The annual **average turnover of services** provided by the contractor for similar services should **not be less than Rs. 7 lakhs during last three years (2018-19 to 2020-21)**. Copies of duly signed trading and profit & loss accounts along with CA Certificate are to be submitted along with **Annexure-IV**.
- e) **List of present running contract** with reputed organization/ public and private educational institution/ corporate/ leading shopping malls should be provided with the bid **Annexure-V**.
- f) The contractor must have a valid FSSAI/ Food License certificate. Copy of the license to be provided.

4.3 Technical Criteria

Bidders should comply the entire scope of work (S. no. 2) and the eligibility criteria (S. no. 4) and bid received without EMD will not be considered for further processing, No deviations are acceptable. The bidder is to complete the same in all respect and submit accordingly.

5. FINANCIAL BID DETAILS

- a) Financial bid i.e. BOQ given with tender to be uploaded after filling all relevant information. The priced BOQ should be uploaded strictly, failing which the offer is liable for rejection. Kindly quote your monthly rent (**exclusive of applicable taxes**) beyond the monthly reserve rent i.e. Rs 5,000/-
- b) The quoted monthly rent must be valid for a period of 120 days from the date of opening of the tender. The overall offer for the assignment and the contractor's quoted price shall remain unchanged during the period of validity. If the contractor quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
- c) Conditional bids/ offers will be summarily rejected.

Vendor should quote MONTHLY RENT in BOQ only, offers indicating rates anywhere else shall be liable for rejection.

6. TIME SCHEDULE

S.No	Particulars	Date	Time
01	Date & Time of Online Publication/ Download of Tender	21-Sep-2021	1730 Hrs.
02	Pre-bid Meeting	28-Sep-2021	1100 Hrs.
03	Bid Submission Start Date & Time	01-Oct-2021	0900 Hrs.
04	Bid Submission Close Date & Time	21-Oct-2021	1300 Hrs.
05	Closing date & time for Submission of EMD	21-Oct-2021	1300 Hrs.
06	Opening of Technical Bids	22-Oct-2021	1400 Hrs.
07	Opening of Financial Bids	To be informed later	

7. AVAILABILITY OF TENDER

The tender document can be downloaded from <http://eprocure.gov.in/eprocure/appa> and Institute website <https://www.iimidr.ac.in/tenders/> and be submitted only through <http://eprocure.gov.in/eprocure/app>.

8. BID VALIDITY PERIOD

The bid will remain valid for 120 days from the date of opening as prescribed by IIM Indore. A bid valid for a shorter period shall be rejected, being non-responsive.

9. PRE-BID MEETING

Pre-bid meeting will be held **ONLINE** on 28-Sep-2021 at 1100 Hrs. in IIM Indore to address the queries of the bidders regarding the tender. Interested bidders may send their query before the pre-bid meeting date for addressing the same by concerned authority, if any. All the queries must be sent to stores@iimidr.ac.in

10. BID SUBMISSION

10.1 Instruction to Bidder

Bidders are required to enrol on the e-Procurement module of the **Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/> app)** by clicking on the link "Online Bidder Enrolment" on the CPP Portal. **The registration is completely free of charge.**

Possession of a valid Class II/ III DSC in the form of smart card/ e-token is a prerequisite for registration and participating in the bid submission activities. DSCs can be obtained from the authorised certifying agencies recognized by CCA India (e.g. Sify/ TCS/ nCode/ eMudhra etc).

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 CPP Portal.

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.

The Bidders are required to log in to the site through the secured log-in by entering their respective user ID/ password and the password of the DSC.

The CPP portal also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for reference.

Any queries related to process of online bid submission or queries related to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The **Toll Free** contact numbers for the helpdesk are 1800 3070 2232, 7878007972 and 7878007973.

The bidder has to upload the relevant & readable files only as indicated in the tender documents. In case of any irrelevant or non-readable files, the bid may be rejected.

10.2 Online Bid Submission Procedure:

Other Important Documents (OID): The file should be saved in a PDF version and should comprise of the following items:

1. [Packet-1](#): Duly Completed Scanned PDF of Registration Certificate Details.
2. [Packet-2](#): Duly Completed Scanned PDF of PAN Card.
3. [Packet-3](#): Duly Completed Scanned PDF of GSTIN.
4. [Packet-4](#): Duly Completed Scanned PDF of EPF Registration.
5. [Packet-5](#): Duly Completed Scanned PDF of ESI Registration.
6. [Packet-6](#): Duly Completed Scanned PDF of Labour License.

Cover-1: The file should be saved in a PDF version and should comprise of the following items:

1. [Packet-1](#): Duly Completed Scanned PDF copy of Annexure-I
2. [Packet-2](#): Duly Completed Scanned PDF copy of Annexure-II
3. [Packet-3](#): Duly Completed Scanned PDF copy of Annexure- III
4. [Packet-4](#): Duly Completed Scanned PDF copy of Annexure- IV
5. [Packet-5](#): Duly Completed Scanned PDF copy of Annexure-V
6. [Packet-6](#): Duly Completed Scanned PDF copy of Annexure-VI
7. [Packet-7](#): PDF copy of a valid FSSAI / Food License Certificate as per tender clause no. 4.2.f

Cover-2: The BOQ should be downloaded from the website and should comprise of the following items.

1. [Packet-1](#): Financial Bid in XLS version Filled with all relevant information.

10.3 Online Submission of Earnest Money Deposit (EMD)

It is also required to submit EMD through NEFT or RTGS or Bank Transfer or Direct Credit at the following account before 21-Oct-2021 at 1300 hrs.

- Name of beneficiary: Indian Institute of Management Indore
Address: Prabandh Shikhar, Rau-Pithampur Road, Indore-453556, M.P.
Account No.: 53018623445
Name of the Bank: State Bank of India
Branch Address: IIM Indore Campus
IFSC Code: SBIN0030525

11. BID OPENING

- a) Technical Bids will be opened on 22-Oct-2021 at 1400 Hrs.
- b) Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be announced later.
- c) Bids should be summarily rejected, if tender is submitted other than through online or original EMD is not submitted within stipulated date/ time.

12. BID EVALUATION

The financial bids only from the technically qualified bid(s) shall be opened on a later date and who submits the highest monthly rent (exclusive of applicable taxes) beyond the monthly reserve rent of Rs. 5,000/- shall be considered as successful bidder (H1).

13. CONTRACT PERIOD

- a) The contract shall be initially for a period of one year from the date of issue of the Letter of Intent. Based on satisfactory performance, the contract may be extended for another two years (one year at a time) on mutually agreed terms and conditions.
- b) The successful contractor will be required to enter into an Agreement/ Contract with IIM Indore within 15 days (fifteen days) of the date of the award of LOI.
- c) The contractor shall be kept on probation for three months and the contract shall continue if the feedback of the contractor obtained from the students, staff and faculty is found to be satisfactory.
- d) In the case of breach of any terms and conditions of the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, besides immediate termination of the contract or other lawful action that may be taken against the contractor.
- e) The contractor will hand over all the Institute's equipment/ fixtures, consumables and other items, etc., in proper/ good working condition once the contract period is over and/ or terminated.

14. PERFORMANCE SECURITY DETAILS

- a) The successful tenderer will have to deposit the performance security of Rs. 1,00,000/- (**Rupee One Lakh Only**) within 14 days on receipt of order/ LOI, in the form of DD/ TDR/ FDR/ Bank Guarantee which is to be **valid for contract period plus three months** at the earliest. No interest will be paid by IIM Indore on the deposit.
- b) Performance Security will be refunded to the contractor, after it duly performs and completes the contract/ warranty period in all respect.

- c) Performance Security will be forfeited if the contractor fails to perform/ abide by any of the terms or conditions of the contract.
- d) In case of non-receipt of Security Deposit within the stipulated time, EMD will be converted into Performance Security Deposit.
- e) The Institute may reject the bid in the event that the bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

15. COMMENCEMENT OF SERVICES

The successful contractor will have to commence the services within 30 days of the acceptance of order/ Letter of Intent (LOI). Each page of the tender documents and papers submitted along with, should be signed and stamped by the authorized signatory.

16. RENT AND UTILITY CHARGES INCLUDING ELECTRICITY

- a) The contractor has to pay the monthly rent (payable in advance) before 7th of every month. In the event of failing to do so, the contractor will not be allowed to open the cafeteria till the time the rent is not paid (any deviation in this is to be duly approved by the competent authority of the Institute in advance).
- b) Electricity charges has to be paid monthly on the basis of meter reading, as per the prevailing rate of MPPKVVCL including surcharge plus applicable taxes. If the utility charges (Electricity) are not paid by the contractor within 15 days of the intimation to pay the Utility charges, the shop will not be allowed to open till the time the utility charges are paid.
- c) **No separate water charges** will be charged by the Institute.
- d) If IIM Indore directs to the contractor for temporarily closing the cafeteria due to a government order/ pandemic, lockdown, etc., the Institute may consider a rent exemption. The contractor will be required to submit a formal request to the competent authority through the concern department.
- e) The Institute may escalate the rent after one year on mutually agreed terms and conditions.
- f) The Institute may demand/ recover any TDS/ TCS wherever applicable and the contractor is liable to deposit the same in addition to the monthly rate if applicable.

17. LIQUIDATED DAMAGES

In case of delay in commencing of the contract services, IIM Indore reserves the right of imposing penalty @ 1% per week on the overall value of yearly rent subject to maximum 10%.

18. PENALTY

The Institute reserves the right to impose a penalty (to be decided by the Institute) on the contractor for any serious lapse in maintaining the quality and the services willfully or otherwise by the contractor or his staff or for any adulteration.

19. TERMS AND CONDITIONS

19.1 Obligations of the Contractor:

1. The contractor and its staff shall abide by various rules and regulations of IIM Indore as prevalent from time to time.
2. The contractor and its staff shall comply with all instructions and directions of IIM Indore authorities given from time to time. In the event of any emergent situation, the staff of the contractor shall comply with instructions given by the IIM Indore authorities, without waiting for confirmation by the contractor.
3. The conduct/ characters/ antecedents and proper bonafide of the workers in the cafeteria shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified and copy of PVC to be submitted to the Institute.
4. The contractor shall take at its own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by it in connection with the aforementioned services to IIM Indore and shall indemnify IIM Indore against all acts of omissions, fault, breaches and or any claim or demand, loss, injury and expenses to which IIM Indore may be a party or involved as a result of the contractor failure to comply and of the obligation under the relevant act or law which the contractor has to follow.
5. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking. Considering the safety the gas cylinder are to be kept in gas chamber only.
6. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, Hair: Clean, trimmed and neatly combed or arranged.
7. Electronic billing machine for token/ billing system is necessary.
8. The contractor shall charge for any product from the buyer at prescribed rates through a POS Machine/ Scan and pay facility. Such charges should be collected by the contractor directly, and the Institute shall not be responsible for the same.
9. The responsibility of maintaining the cleanliness and hygienic condition of the cafeteria will be of the contractor, at its own cost. In case of violation of this condition, the Institute will have the right to impose a fine and the contract may be cancelled by giving 15 days' notice to vacate the premises.

10. The contractor shall be required to display the price list of all the food articles, soft drinks, tea coffee, juice, etc. sold in the cafeteria. The prices of the items sold in the cafeteria shall not be more than MRP Printed on item(s) and shall be reviewed by the committee of IIM Indore officials on regular basis. The approved list shall be prominently displayed at appropriate space inside cafeteria.
11. Contractor shall not sell any cigarette, bidi, pan, gutkha, alcohol, in such banned item (in educational institution) etc. in the food court and in the IIM Indore premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the contractor shall be liable to lose the contract for breach of this condition.
12. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work and engaging in gambling, or any immoral act.
13. Regarding quality of materials and preparation, the contractor shall ensure that:
(a) Food ingredients, additives and materials must be of best quality available in the market, (b) Vegetables, bread, fruits and other such perishable items should be purchased fresh from the market on daily basis, (c) the contractor shall take meticulous care to provide clean and quality food in all preparations. The authorized officials of IIM Indore shall have free access to inspect the kitchen, service counters and dining hall at any time on all days and (d) waste and garbage disposal must be done twice a day on regular basis.
14. The contractor shall ensure that the staff engaged by it observes safety precautions and security regulations at any campus. The contractor shall not utilize the premises and facilities of the Institute to any other client, other than IIM Indore community.
15. The contractor shall not keep the cafeteria closed without prior permission from the IIM Indore authority. Any such incident shall be treated as breach of contract and suitable action shall be taken for the same by IIM Indore, as it may be deemed fit.
16. The contractor shall bring their own cookers, hot boxes, steam boxes, utensils, plates, jugs, tools, equipment and trolley, etc. (as required). in sufficient quantity as needed to maintain the cafeteria.
17. Any attempt at negotiation direct or indirect on the part of the contractor with the authority to whom it has submitted the tender or the authority who is competent finally to accept it after it has submitted its tender or any endeavor to secure any interest for an actual or prospective contractor or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.

18. **Subletting of work:** The contractor shall not assign or sublet the work/ job or any part of it to any other person or party. The tender is not transferable.
19. The successful bidder shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the staff employed by the contractor. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of the clothes etc. will be allowed in the cafeteria premises.
20. The contractor shall provide to its workers all gadgets/ articles required for safety purposes. The contractor may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by the contractor.
21. Hygiene and other standards for the staff provided by the contractor:
- a) The contractor shall be responsible for behavior and conduct of its workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
 - b) The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff.
 - c) The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
 - d) The contractor shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/ or are fit for discharge of duties as are assigned to them.
 - e) The contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card clipped to their shirt/ clothes at all times.

19.2 Legal Terms and Conditions:

- a) In the event of any question, dispute or difference arising under this contract or in connection there with exception as to matter the decision of which is specifically provided under this contract, the same shall be referred to an arbitrator be appointed by the Director, Indian Institute of Management Indore and the decision of the arbitrator will be binding on both parties of this agreement.
- b) The contractor shall comply with all existing Labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any applicable legislation in force during the validity of the contract, the contractor would be fully responsible.

- c) The contractor shall undertake that any act of omission or commission including theft, by its staff shall be its sole responsibility and further that it would compensate the Institute immediately, any loss or damage or theft occurring on account of its staff individually or collectively.
- d) IIM Indore would have **the right to terminate the contract with one month notice before the expiry of the term**, in case the work performance is not up to the standard, or in case there is any violation of IIM Indore rules and regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the contractor or its staff. The decision of IIM Indore in this regard would be final and binding on the contractor.
- e) In case the contractor is required to (or decide otherwise) to discontinue the contract, he/she should give at least three months' notice in advance to the authority of the IIM Indore and shall remain essentially working for the said period of notice, till alternate arrangements are made.
- f) All the workers engaged by the contractor for carrying out tasks under this contract, shall be deemed to be the employees of the contractor only. The contractor shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers etc. The contractor shall also provide its workers photo-identity cards which shall be checked by IIM Indore as and when necessary.
- g) The Successful contractor **shall maintain a complaint/ suggestion book in a prominent place in the premises** and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of IIM Indore.
- h) The contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of the cafeteria and other related documents including for complying with any statutory requirements and provisions of applicable laws.
- i) Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

19.3 Termination for Insolvency

- a) The IIM Indore may at any time terminate the contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.
- b) The courts of Indore alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the tender / contract. It is

specifically agreed that no court outside and other than Indore Court shall have jurisdiction in the matter

19.4 Force Majeure

- a) In the event of any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.
- b) Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

19.5 Arbitration

It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, IIM Indore whose decision shall be final and binding on both the parties.

19.6 Other Conditions

- a) Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
- b) Before submitting the tender, details of documents to be attached may be verified from the Check List given in Technical Bid of the Tender Documents.
- c) The bidder has to upload the relevant & readable files only as indicated in the tender documents. In case of any irrelevant or non-readable files, the bid may be rejected.
- d) IIM Indore reserves the right to accept or reject any or all the tenders in part or in full or may cancel the tender, without assigning any reason thereof.
- e) IIM Indore reserves the right to relax/ amend/ withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.
- f) IIM Indore reserves the right to modify/ change/ delete/ add any further terms and conditions prior to issue of the order.
- g) IIM Indore reserves the right to decrease/ increase the scope of work (Schedule of requirement) prior to issue of purchase order.

- h) Conditional tenders shall not be considered.
- i) IIM Indore reserves the right to modify/ change/ delete/ add any further terms and conditions prior to issue of purchase order.
- j) IIM Indore shall not be responsible for any transaction delay i.e. non-receipt of the EMD amount.
- k) In case the bidders/ successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/ Performance Security shall be forfeited.
- l) False declaration/ documents will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- m) IIM Indore may issue amendment/ corrigendum to tender documents before due date of submission of bid. Any amendment/ corrigendum to the tender document if any, issued by IIM Indore will be posted on CPP Portal. For the bidders, submitting bids on downloaded tender document, it is 'bidders' responsibility to check for any amendment/ corrigendum on the website of IIM Indore or check for the same CPP Portal before submitting their duly completed bids.

Undertaking

To
Officer (Stores, Purchase and Contracts)

Indian Institute of Management Indore
Prabandh Shikhar,
Rau - Pithampur Road
Indore

Tender No. IIMI/ 2020-21/07 Dated 21-Sep-2021
(Notice Inviting Tender for Running Cafeteria Services at IIM Indore Campus)

Sir,

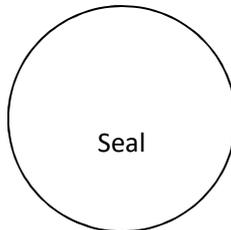
1. I/ we hereby submit our Tender for Running Cafeteria Services at IIM Indore Campus.
2. I/ We enclosed herewith the following in favor of Indian Institute of Management Indore towards Earnest Money Deposit (EMD).

Particular	Amount	Transaction No. & Date	Bank Name	Supporting documents are to be attached along with the Annexure-I
Earnest Money Deposit (EMD)	Rs. 50,000/ -			

3. I/ We hereby reconfirm and declare that I/ We have carefully read, understood & complying the above referred tender document including instructions, terms & conditions, scope of work (schedule of requirement) and all the contents stated therein. I/ We also confirm that monthly rent quoted by me/ us are exclusive of applicable taxes, etc.
4. I/ we have gone through all terms and conditions of the tender document before submitting the same.

Date:

Place:



Authorized Signatory

Name:

Designation:

Contact No.:

ANNEXURE-II

Page 18 of 24

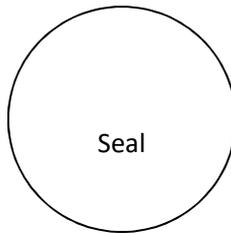
CERTIFICATE
(To be provided on letter head of the contractor)

I hereby certify that the above contractor is neither blacklisted by any Central/ State Government/ Public Undertaking/ Institute nor is any criminal case registered/ pending against the contractor or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in every aspect and in any case, at a later date it is found that any details provided above are incorrect, any contract given to the above contractor may be summarily terminated and the contractor blacklisted.

Date:

Place:



Authorized Signatory

Name:

Designation:

Contact No.:

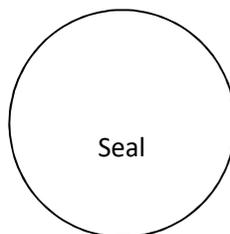
ANNEXURE - III

Work Order Details:

S. No.	Evaluation Criteria	Name of the Client	Order No. & Date	Amount	Remark
1	The contractor shall have minimum one year experience in running such cafeteria services/ food venture/ restaurant/ Canteen services , etc. in reputed organization/ public and private institution/ corporate/ Leading shopping malls.				Supporting document w.r.t. satisfactory execution of work from clients are to be submitted

Date:

Place:



Authorized Signatory

Name:

Designation:

Contact No.:

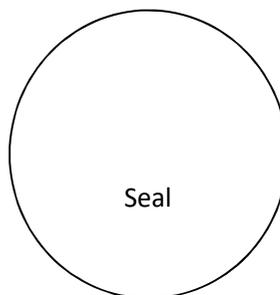
ANNEXURE - IV

Average Annual Turnover Details:

Evaluation Criteria			Remark
The annual average turnover of services provided by the contractor for similar services should not be less than Rs. 7 lakhs during last three years (2018-19 to 2020-21).	Financial Year	Turnover in Rs.	Copies of duly signed Trading and Profit & Loss Accounts, Balance Sheet/ CA Certificate with UDIN Number are to be submitted along with Annexure-IV .
	2018-19		
	2019-20		
	2020-21		
AVERAGE TURNOVER →			

Date:

Place:



Authorized Signatory:

Name:

Designation:

Contact No.:

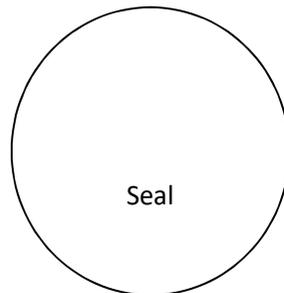
ANNEXURE - V

List of present running contract with reputed organization/ public and private educational institution/ corporate/ leading shopping malls should be provided:

Name of the Client	Contract Period From to From	Nature of Contract	Client Contact details with phone and email	Supporting Documents to be attached

Date:

Place:



Authorized Signatory:

Name:

Designation:

Contact No.:

ANNEXURE -VI

Check List - Technical Bid

Sr. No.	Required Documents	Complied (Yes/ No)	Document Uploaded (Yes/ No)
1	Incorporation Certificate / Firm Establishment Certificate		
2	PAN details		
3	GSTIN		
4	EPF registration (if applicable)		
5	ESI registration (if applicable)		
6	Labour License (if applicable)		
7	The Bidder should give self-declaration certificate Annexure-I		
8	The firm should be neither blacklisted Annexure-II		
9	The contractor shall have minimum one year experience Annexure-III.		
10	The annual average turnover of services Annexure-IV		
11	List of present running contract Annexure-V		
12	Valid FSSAI/ Food License certificate		
13	Check List - Technical Bid Annexure-VI		
14	COMPANY PROFILE Annexure-VII		

Date:

Signature and Seal of the Tenderer:

Place:

Designation:

Contact no.

ANNEXURE -VII

COMPANY PROFILE

Name of the Party		
Date of Incorporation/ Establishment		
PAN Number		
GST Registration Number		
Bank Details	\Account Number	
	IFS Code	
	Bank Name	
	Branch Name	
Office Address for Postal Communication		
Authorized Signatory Details	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

Date:

Signature and Seal of the Tenderer:

Place:

Designation:

Contact no.