

भारतीय प्रबंधन संस्थान जम्मू

Indian Institute of Management Jammu

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NOTICE INVITING TENDER (NIT)
(E-PROCUREMENT MODE)
FOR MESS AND CATERING SERVICE
AT IIM JAMMU

NIT Ref No: IIMJ/NIT/Mess-Catering/2023-24/04

Dated: 08.05.2023

Tender Document can be downloaded from following websites:

<http://www.iimj.ac.in/tender-and-notice>

<https://www.eprocure.gov.in/eprocure/app>

<https://www.eprocure.gov.in/epublish/app>

Address To:

Chief Administrative Officer

Indian Institute of Management Jammu

Old University Campus, Canal Road

Jammu- 180016 (J&K)

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NOTICE INVITING TENDER (E-Procurement Mode)

FOR MESS AND CATERING SERVICE AT IIM JAMMU.

NIT Ref No: IIMJ/NIT/Mess-Catering/2023-24/04

Dated 08.05.2023

Indian Institute of Management Jammu, an autonomous body, under the Ministry of Education, Government of India invites tenders for providing Mess and Catering Services at IIM Jammu, under two bid system Technical Bid (Part-I) & Financial Bid (Part-II) Interested Agencies/ Firms meeting the eligibility criteria as per tender document may submit their Bids complete in all respect.

TENDER SCHEDULE/ BID-DATA SHEET:

Date of Issue/Publishing	:-	08.05.2023
Start date and time of submission of Bid	:-	15.05.2023
Last Date and Time for Uploading of Bids	:-	29.05.2023 upto 03:00 PM
Last Date and Time for receipt of queries	:-	17.05.2023 upto 6.00 PM
Date and Time of Opening of Technical Bids (Cover-I)	:-	30.05.2023 @ 3.00 PM
Date of Opening of Financial Bids (Cover-II)	:-	Shall be Communicated after the technical evaluation.
Pre-Bid Meeting (For any query related to tender)	:-	17.05.2023 at 3.00 pm Online Pre-bid meeting through Google Meet/ Zoom/ Other Online Platform
Number of Covers	:-	02 (Two)- Cover-I (Technical Bid) and Cover-II (Financial Bid)
Estimated Cost	:-	Approximately Rupees 6.5 Cr. (Rupees Six Crore & Fifty Lakh only) per annum
Tender Process Fee (Non-refundable) Not exempted	:-	Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only) Including GST
EMD (Earnest Money Deposit)	:-	Rs. 13,00,000/- (Rupees Thirteen Lakhs only)
Performance Security	:-	5% of Estimated Contract Value

Contact detail	:-	Chief Administrative Officer, 0191-2585835, cao@iimj.ac.in , Purchase Department: 0191-2585837, purchase@iimj.ac.in
Bid Validity	:-	120 days from the date of opening of financial bid
For site visit	:-	Any working day up to 4.00 PM

Note:

- (i) Bids submitted with incomplete information or information not in conformity with the Bid Documents will summarily be rejected. While submitting the Bids, the Bidders must exercise utmost care to fill up the bid in all respect as per the specified terms and conditions.
- (ii) The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.
- (iii) In case, the last date of receipt of tenders and / or the day of opening of tender is declared as a Public Holiday or there is non- functioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose at same time. No separate intimation will be given.

****SD/-****

Chief Administrative Officer

1. BACKGROUND:

- 1.1 Indian Institute of Management Jammu, hereinafter known as IIM Jammu is one of the Institutions of National Importance (INIs) in India governed by the Indian Institute of Management Act 2017 under the Ministry of Education (MOE), Government of India. The Institute imparts quality/ world class education in Management and conducts MBA program, IPM Program, Doctoral level programmes and executive training programs in all the functional areas of Management.
- 1.2 IIM Jammu is operating from its temporary campus at the Old University Campus, Canal Road, Jammu, since August 2016.
- 1.3 IIM Jammu is also operating its transit Satellite campus for Executive's Education Programs at Pohroo Chowk, Nowgam Bypass, Srinagar-190015 J&K.
- 1.4 The proposed 200 acres of state-of-the-art campus is coming up at Jagti, 14 Kms. from Jammu City, about 16 Kms. from Jammu Railway Station and 18 Kms. from Jammu Airport. The proposed Campus will be a blissful mix of modern architecture, culture and heritage of Jammu and Kashmir.
- 1.5 IIM Jammu invites e-tender / online bids from Reputed Firm / Company for providing Mess and Catering Services at IIM Jammu, having experience in providing mess and catering services to academic institutes specially IITs, IIMs etc.

2. SCOPE OF WORK:

The Contractor is expected to provide the Breakfast, Lunch, Evening Tea with snacks, Dinner, High Tea, Special Lunch/ Dinner etc. for Students, Staffs, Guests and visitors of IIM Jammu, in Student Mess/Faculty Dining Hall/designated place as desired by IIM Jammu admin.

2.1 LOCATIONS OF SERVICE:

2.1.1 LOCATIONS OF JAMMU:

- (i) **Location 1:** Transit Campus, Old University Campus, Canal Road, Jammu.
- (ii) **Location 2:** Permanent Campus at Jagti.

2.2 DETAILS OF STUDENTS:

Sr.	Program	Duration	Intake	Present Strength					
				1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total
1.	MBA	2 Year	240	240*	252	NA	NA	NA	492
2.	MBA- HA & HM	2 Year	60	60*	48	NA	NA	NA	108
3.	IPM	5 Year	120	120*	52	55	Nil	Nil	227
4.	Phd	5 Year	10	5*	5	2	4	NA	16
	Total		450	425	357	57	4	-	843
*. Approximate									

2.3 COOKING AND SERVING MEALS:

Sl. No.	Grouping of Diners	Diners Year 1	Diners Year 2	Diners Year 3	Meal Options	Meal Category	Location
1.	Students at Location- 1	227	292	360	All meals + Snacks	Standard (A)	Location-1 as per para 2.2
2.	Students at Location- 2	616	676	732	All meals + Snacks	Standard (A)	Location – 2 as per para 2.2
3.	Faculty and Staff at Location- 1	10	10	10	Breakfast & Lunch	Standard (A)	Location-1 as per para 2.2
4.	Faculty and Staff at Location- 2	20	20	30	Breakfast & Lunch	Standard (A)	Location – 2 as per para 2.2
5.	High Tea	As per requirement	As per requirement	As per requirement	All meals + Snacks	Deluxe (B)	IIM Jammu
6.	Meal (Lunch/Dinner)	As per requirement	As per requirement	As per requirement	Lunch/ Dinner	Category (B)/ Category (C)	IIM Jammu

Note: This is per year count of contract period. The above information (number of diners) is tentative which will be based on the actual number of students admitted every year. The number of people / persons may also increase or decrease in any month. No minimum assurance is being given by IIM Jammu for meal per sitting.

2.4 **MENU:** Kindly note that operational services shall NOT INCLUDE preparation of menu and any policy matters related to running the mess. All such decision will be the direct responsibility of the Mess committee / IIM Jammu Administration though the suggested menu may be taken from time to time (Detail of menu is mentioned in the below-tabulated form).

2.4.1 MENU BRIEF FOR STUDENTS MESS: STANDARD CATEGORY (A)

Items	Weekdays	Menus
Break Fast	07:00 am to 09:00 am	<p>a) Cornflakes/Flavored Cornflakes/Chocos/Wheat flakes with milk (hot or cold)</p> <p>b) Slices of plain bread (White/Brown) & toasted, Jam, Butter & preservers of Kissan/Amul/Mothers Dairy etc.</p> <p>c) Idli-sambhar or Dosa or Stuffed paratha or Chole bhature or Wada-sambhar or Poha +Jalebi or Upma or Parantha (Aaloo, Paneer, Onion, Gobhi) or Uttapam (Onion, Podi) or Chhole Bhature or similar type*</p> <p>d) Eggs to order (Boiled / Scrambled/ Omelet)</p> <p>e) Tea/Coffee/Milk-Bournvita</p>

Items	Weekdays	Menus
		f) Fruit (Any Fruit but not repeating) g) Chutney Souse where applicable
Lunch	12:30 pm to 3:00 pm	<p>(one or more Menu as per Mess committee requirement – Please refer clause 2.14)</p> <p>1. North Indian:</p> <p>a) Rice-Plain or Jeera or Biryani or Pulao or Equivalent.</p> <p>b) Roti-Plain Tawa or Tandoori or Naan on Paratha.</p> <p>c) One Seasonal vegetable dry</p> <p>d) One Vegetable with gravy</p> <p>e) Daal fry / Daal Makhani.</p> <p>2. South India:</p> <p>a) Rice</p> <p>b) South Indian Vegetable with Gravy</p> <p>c) South Indian Vegetable Dry</p> <p>d) Sambhar/ Rasam</p> <p>e) Curd Rice, Lemon Rice, Tamarind Rice</p> <p>3. Chinese:</p> <p>a) Noodles</p> <p>b) Rice</p> <p>c) Manchurian Gravy</p> <p>4. Continental Menu: To be decided by Mess Committee.</p> <p>Common items to be served with above menus:</p> <p>(a) Papad or Pakoda or French Fries.</p> <p>(b) Salad- Green Salad/ Russian/ Pasta.</p> <p>(c) Pickles (Two Types)</p> <p>(d) Plain Curd or Raita or Lassi/Butter Milk/Fruit Shakes Equivalent.</p> <p>(e) Sufficient quantity of Fresh Seasonal Fruits of excellent quality/Sweets</p> <p>(f) Sauf/Mishri</p>
Evening Tea / Snacks	05:30 pm to 06:30 pm	<p>a) Samosas / Wadas / Kachori / Sandwiches / Paneer Pao Bhaji / Pakodas / Chowmin / Pasta should be served with Sauce/Chutney.</p> <p>b) Tea & Coffee</p>

Items	Weekdays	Menus
Dinner	08:00 pm to 10:00 pm	<p>(one or more Menu as per Mess committee requirement – Please refer clause 2.14)</p> <p>1. North Indian:</p> <ol style="list-style-type: none"> Rice-Plain or Jeera or Biryani or Pulao or Equivalent. Roti-Plain Tawa or Tandoori or Naan on Paratha. One Seasonal vegetable dry One Vegetable with gravy Daal fry / Daal Makhani. <p>2. South India:</p> <ol style="list-style-type: none"> Rice South Indian Vegetable with Gravy South Indian Vegetable Dry Sambhar/ Rasam Curd Rice, Lemon Rice, Tamarind Rice <p>3. Chinese:</p> <ol style="list-style-type: none"> Noodles Rice Manchurian Gravy <p>4. Continental Menu: To be decided by Mess Committee.</p> <p>Common to above menus:</p> <ol style="list-style-type: none"> Special Note: 1 Non-Veg item for non-vegetarian (3 days/week, i.e., Monday/ Wednesday/ Friday) (Chicken/Mutton/Fish) and 1 Veg special item for vegetarian (3 days/week, i.e., Monday Wednesday) Friday) Paneer varieties dishes. Egg curry will be served 1 day/week. Sweet Dish (includes Ice-Cream/Pastries/kheer/halwa etc.) Vegetable Soup in winters three time in a week. Papad or Pakoda or French Fries. Salad- Green Salad/ Russian/ Pasta. Pickles (Two Types) Plain Curd or Raita or Lassi/Butter Milk/Fruit Shakes Equivalent. Sufficient quantity of Fresh Seasonal Fruits of excellent quality/Sweets Sauf/Mishri
		Sick Patient meals like Kichri / Special Meal as prescribed by doctor
* To be decided by the mess committee/ IIM Jammu Administration.		

- 2.4.1.1 Tea / Coffee/ Milk, biscuits, ready-made snack, fried snacks, etc., should be made available between 06:00 am to 10:00 pm in student mess and should be provided in offices on demand as extra item not included in the main menu.
- 2.4.1.2 Roasted dry fruits such as Cashew & Almonds (in Packets) should also be made available between 06:00 am to 10:00 pm and should be provided in offices on demand.
- 2.4.1.3 Raw cooking materials such as atta, rice, cooking oil, butter, wheat flour, grams, vegetables, etc. have to be of branded quality and will be checked by the mess supervisor & mess committee.
- 2.4.1.4 **Egg will not be a part of Non-Veg Menu.** Non-Veg Menu only includes Chicken, Mutton or Fish. One Paneer Varieties dish should also be there 3 days/week, i.e., Monday/ Wednesday/ Friday along with Non-Veg Menu. Rate would be same for all the days of week and would be per person per day. No separate rate would be charged for the days of non-Veg menu.
- 2.4.1.5 There is no ratio between Vegetarian and Non-Vegetarian food. Both foods will be made on equal quantity.
- 2.4.1.6 The menu as given above is to be served in unlimited quantity, however the special items like sweet, ice cream, pastry etc. may be served in limited quantity as per strength of diners.
- 2.4.1.7 Institute reserves the right to order any meals of regular mess menu for any gathering from the above menu on the same approved rate of mess menu. This arrangement may also be done in any place (outside of mess dining area/ within the mess dining area) as per the instruction of IIM Jammu.

2.4.2 ADD-ON ITEMS FOR OCCASIONS: (CATEGORY-B):

Regular Mess Menu as per **STANDARD CATEGORY (A)** + Add on items. One or more items can be added in regular mess menu for occasions, as per requirement, on the rate at point 2 and sub points 2.01 to 2.08 of BOQ/ Financial Bid, quoted by agency and approved by IIM Jammu.

2.4.3 MENU BRIEF FOR OCCASIONS (HIGH TEA): (CATEGORY -C)

Menus- High Tea	
a)	Pastry (the Black Forest or Pineapple or Chocolate or Butter Scotch) / Cake.
b)	Veg Pakora (Paneer/Cheese) or Kachori or Samosa or Veg Cutlet or fried Snacks / Patties or Dhokla
c)	Biscuits (Bakery/Monaco/Parle/Krack Jack/Sunfeast etc.)
d)	Wafers (branded) with different flavors.
e)	Tea/Coffee (Nescafe)
f)	Cold Drinks or Juices

2.4.4 MENU BRIEF FOR ROUTINE MEETINGS (CATEGORY -D)

S. No.	Particulars
1.	Tea/ Black Tea
2.	Coffee
3.	Green Tea plain or with honey
4.	Lemon Tea
5.	Soups (Tomato / Clear Veg. / Hot & Sour / Sweet Corn etc. any one as per requirement)
6.	Freshly prepared Drinks i) Lassi ii) Butter Milk iii) Lime Juice iv) Fresh Juices
7.	Tea/Coffee with cookies, wafers.
8.	Tea/Coffee/Green Tea/Black Tea with cookies, wafers and 08 pieces roasted almonds/ cashew
9.	Tea/Coffee/Green Tea/Black Tea with freshly prepared snacks- (i) Sandwich (Plain, Grilled, Toasted)/ Dhokla, (ii) Samosa / Pakoda (Veg, Paneer) etc.
10.	Tea/Coffee/Green Tea/Black Tea with freshly prepared Snacks (i) Sandwich (Plain, Grilled, Toasted)/ Dhokla, (ii) Samosa / Pakoda (Veg, Paneer) etc., Roasted Almonds / Cashew and Sweet Dish Cup Cake/Pastry / Brownie / Sweet etc.

2.5 The menu as given above is to be served in unlimited quantity as per requirement.

2.6 It is on need basis. Number of events and number of persons are not fixed. Number of persons will depend on the nature of events. There can be 3, 4, 5 or more events in a year as per academic calendar of IIM Jammu. Generally, events like HR Conclave, Convocation etc. are organized with the strength of 200+ persons and some small meeting/ events may be organized with the strength of 20+ persons. IIM Jammu will provide the information regarding the meeting / events in advance to Agency and the Agency have to provide the items on fixed rates as quoted Agency and approved by IIM Jammu throughout the contract period and any extension thereon.

2.7 After every meal (breakfast, lunch, evening tea and dinner) all the plates, cups, bowls, water glass, spoons, forks, knives, etc., are to be cleaned in soap solution and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and should be available for use for cooking the next meal. The cleaning material used should be from **the approved brands**.

List of approved brands for material		
Sr. No	Consumables & Tools	Brands
1.	Mops	Taski, Unger, Roots, Cam, Gala, Scotch Brite
2.	Garbage Cover	Plasto, Local
3.	Paper Items	Pudumjee, Origami, Mystair, JK

List of approved brands for material		
Sr. No	Consumables & Tools	Brands
4.	Cleaning Pads	3M, Scotch Brite
5.	Cleaning Cloth	Taski, Unger, Gala, 3M, Scotch Brite
6.	Tools	Taski, Unger, Roots, Gala, Cam, Scotch Brite
7.	Wringer Trolley	Taski, Unger, Roots, Gala, Scotch Brite

Note: Standard or other brands of similar quality may be considered.

- 2.8 Efficiency, promptness, quality of food, quality service, good behaviour and politeness of the agency and his staff are the essence of the contract. The agency is required to ensure that this essence of the contract is always maintained. Quality of services, hygiene, and preparation should be maintained as per industrial practices/compliances and to the entire satisfaction of the IIM Jammu administration.
- 2.9 Rebate may be allowed to students if they do not use mess facility minimum for 03 days at a stretch. In such cases, the concerned student must inform the mess manager/supervisor on email at least three days in advance. It is not possible every time for students to inform Agency three days in advance for rebate. Sometimes programs are scheduled at last moment. Prior information will have to be provided by student to Agency at least 24 hour in advance. In case, if any students do not inform Agency for the same, the student will be liable to pay for that. Students are not allowed to go outside the campus, except in any emergency case or for any course related programs. Therefore, there should be no capping on rebate.
- 2.10 Agency will ensure that at all times, one manager and two supervisors executives will always be present during breakfast, lunch, evening tea and dinner. It is desirable that the supervisor's continue at least for one semester. In case of any change, the administration should be informed well in advance.
- 2.11 Agency needs to provide breakfast, lunch, evening tea with snacks and dinner to Institute guests and employees as and when required.
- 2.12 For extra items, it will be mandatory for the agency to serve the item in unlimited quantity/fixed weight/size on demand by the IIM Jammu administration /mess committee.
- 2.13 All items will be cooked in the kitchen of the mess. No cooked item, except certain type of snacks and desserts identified beforehand, will be brought from outside.
- 2.14 The menu will be identified by the mess committee and prepared by the agency. Generally, one meal will be served, however if 10% or more students desires to have north/ south/ Chinese, the same shall be prepared based on the input of Mess committee with a prior information in advance.
- 2.15 The quality of food will be inspected item wise by IIM Jammu administration / mess committee frequently, and the mess vendor shall not deny access for such inspections. The IIM JAMMU administration/Mess Committee has the right to take samples of all material used in cooking and check the same for quality at recognized laboratories/institution. Further, the store, the kitchen can also be inspected by the institute to ensure that only the brands allowed for various articles are being used. In case a violation is found, the Institute reserves the right to impose a financial penalty/cancellation/termination of the contract on the repeated violation.

- 2.16 The vendor will ensure that no instance of fire takes place and no injury to any of his employee, or the Institute person takes place. In case any of this happens then the vendor will be responsible for fulfilling the loss occurred.
- 2.17 The Institute shall neither be liable for any damages nor be under any obligation to inform the applicants of the grounds for the same. Damage here means to property or individuals.
- 2.18 The agency must provide the service throughout the year without closing the mess on any day unless ordered by the administration of IIM JAMMU/mess committee. However, the number of students who use the mess facility may vary during vacation periods/outbound work declared by the Institute.
- 2.19 Institute will provide electricity connection and water connection to the agency at the dining hall or another serving area/ cooking area/ cleaning area, however the cost of electricity will be charged from the agency as per rate fixed by IIM Jammu for the electricity used in another serving area/ cooking area/ cleaning area except dining hall, for the equipment and electrical appliances.
- 2.20 Crockery/ Cutlery to be arranged by the agency on its own cost. IIM JAMMU will not provide serving plates, teaspoons, tablespoons, serving spoon, forks, knives, stainless steel/glass tumbler, bowls, any other item which may be required for serving of food. All this will have to be brought by the agency on its own cost after the approval of the sample by IIM Jammu admin. Standard Crockery/ Cutlery should be used for student mess. IIM Jammu has some Crockery/ Cutlery of stainless steel. Agency can utilize those Crockery/ Cutlery. Present Crockery/ Cutlery will be provided to Agency for use on voucher and will be taken back on voucher at the time of completion of contract. Standard of Crockery/ Cutlery to be maintained.
- 2.21 Student mess Crockery/ Cutlery will not be used for Hi Tea/ Special Lunch/ Special Dinner, the agency will have to arrange Crockery (Bone China or as per instruction of IIM Jammu)/ Cutlery separately/ additionally as per requirement of IIM Jammu on its own cost after the approval of the sample by IIM Jammu admin.
- 2.22 The agency will be responsible for repairing & maintenance of all the property of IIM JAMMU given to the agency for use in the student mess such as equipment's machines, utensils, furniture & fixture, etc. The agency shall replace inventory items, equipment, furniture and fixtures provided by the institute in case of loss, theft or damage to the satisfaction of the IIM JAMMU administration at his own cost and expense. On termination/ Completion/ Expiry of the contract, the agency will hand over all the equipment/articles as supplied by the IIM JAMMU in good working condition back to IIM JAMMU. In case of any damage beyond normal wear and tear then IIM JAMMU admin can recover the cost from the bank guarantee of the agency. This clause is to avoid the mishandling of the equipment/ items by the staff of Agency. This is normal repair and maintenance of items. AMC is not required for this.
- 2.23 The agency will liaise with the IIM JAMMU administration/Mess Committee and report daily about all the activities of the mess service. The agency shall extend full co-operation.
- 2.24 A medical examination shall be conducted at least once in six months of all the employees who handle raw/cooked food, to ensure that the employees are free from any communicable disease. It is to be done at Jammu. Record of the same shall be maintained by the agency and shown on demand. In this regard, the Institute's doctor will check the record as and when required. The Police verification record of all the workers will have to be maintained by the agency. Agency will bear the cost for medical examination & police verification. Medical of staff working in mess kitchen/ Guest House will be done by agency from Govt Hospital of Jammu and Medical Certificate of Staff will have to be provided by agency to IIM Jammu.

- 2.25 The agency/his servant(s)/his nominee will not be permitted to stay overnight in a mess premises under any circumstances except those on essential duty, as permitted by the Institute.
- 2.26 The premises of the mess will be used for the purpose except for storing of raw material, cooking and serving food, for which the allotment is made and not for any other purpose without the written permission of the administration. The agency will not be permitted to franchise the mess to any other party.
- 2.27 IIM Jammu is not bound to provide any mode of transport in respect of men or material required by the agency.
- 2.28 Use of plastic tea cups and plastic carry bags is discouraged, and the mess vendor shall use environment-friendly material only for serving coffee, tea and for packing & carrying of food items.
- 2.29 Any change like the timing of operation etc. will require the permission of the mess committee/ IIM Jammu administration.
- 2.30 Electric appliances like electric heaters/ovens/ cook tops will not be permitted in the mess unless specifically approved by the IIM JAMMU administration for a special purpose like a baking/fryer. Complete cooking will be done on commercial LPG procured by the agency. No electric equipment other than the equipment approved by IIM Jammu will be permitted. Agency will have to take prior permission from IIM Jammu for using other electrical equipment.
- 2.31 IIM Jammu is having 10 commercial LPG cylinders in the name of IIM Jammu. Agency may use these cylinders. Refilling of these cylinders will be the responsibility of agency only at its own cost.
- 2.32 The Equipment provided by IIM Jammu will be maintained by the Agency itself at their own cost till the equipment shelf life.
- 2.33 Food should also be served to the hostel rooms/dispensary for a sick student in the room as and when required/ordered by Warden/Doctor. No charge will not be taken for packing or serving the food in Hostel Room. Food will be served in hostel room in any medical emergency case only. In regular days, it will not be permitted to serve the food in hostel room for any other reason.
- 2.34 Pest-Control: The agency always will keep the cookhouse/dining hall/ washing area / raw material stores free from flies/cockroaches/ mosquitoes/ rats/ objectionable material and other pests. Regular pest control and scientific pest control measures are required to be always adopted by the agency.
- 2.35 Firefighting arrangement provided by the Institute at the start of the contract to be always kept serviceable and handed over back to the IIM JAMMU after finishing of the contract. Fire Extinguishers in Mess Kitchen/ Mess Dining hall are installed for safety point of view. They are refilled once in a year. If Refilling time comes during the contract period of agency, these will have to be refilled by agency at its own cost.
- 2.36 The food shall be cooked, stored and served under hygienic conditions. The mess vendor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from mess premises as soon as possible. In case of any food related disease to any IIM JAMMU person, the mess agency will be responsible for remuneration of complete medical expenses.

- 2.37 The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the IIM JAMMU community.
- 2.38 The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- 2.39 The mess vendor shall ensure that only hot food is served to the students/employees. The ben marries provided for the purpose will be optimally used.
- 2.40 Mixing of potato in vegetables will not be permitted unless specifically told. Menu will be decided by the Mess Committee IIM Jammu. Potato Mixing will be permitted only for those dishes where it is essentially required and if that dish cannot be made or will be tasteless without potato. Mess Committee will finalize whether the potato to be mixed in any particular dish or not.
- 2.41 For Lunch and Dinner, a variety and freshness must be ensured. The agency has to ensure that drinking water is provided at dining tables regularly. There is water cooler with RO already fitted in the Mess. Agency will ensure that the Glass and Steel Jug with full of drinking water should be there on the tables of diners so that student don't have to go for taking water. The water Jugs should be filled with drinking water all the time during the timing of Breakfast/ Lunch/ Dinner.
- 2.42 The detailed daily meal wise menu specifying the dals and vegetables to be served, will be identified in the beginning of each month by the Mess Committee/IIM JAMMU admin. It will be mandatory for the agency to serve this pre-decided menu. In case of any difficulty in the same mess committee must be informed well in advance.
- 2.43 The agency will be required to provide khichri or any other suitable item for sick residents in lieu of the regular meals on demand.
- 2.44 The agency will not serve any item that has not been approved by the IIM JAMMU admin/Mess Committee beforehand.
- 2.45 All raw material expiry dates will be displayed on a stock board in front of each store category wise. Under no circumstances will any expiry item be used in cooking.
- 2.46 Use of colours / banned items as per industrial practices is prohibited.
- 2.47 **QUALITY OF INGREDIENTS AND OTHER ITEMS:** The ingredients used must be of reputed brands. In case of non-availability of the reputed brand, any other brand will be approved in writing by the Administration, IIM Jammu / Mess Committee before use.

Sl. No	Item	Brand
1.	Salt	Tata, Annapurna, Nature fresh
2.	Spices	MDH, Badshah, Everest
3.	Ketchup	Maggi, Kissan
4.	Oil	Sunflower, Sundrop, Godrej, Saffola, Fortune, Dhara (Use of Hydrogenated (vanaspati) oil is prohibited)
5.	Pickle	Mother's or Priya or Nilon
6.	Atta / Besan	Ashirvad, Shaktibhog, Patanjali
7.	Dals	Patanjali or equivalent brand

Sl. No	Item	Brand
8.	Papad	Lijjat / Bhikaji
9.	Butter	Amul, Britannia, Mother Dairy, Saras or Verka
10.	Bread	Star / Harvest/ Britannia / Bonn
11.	Cornflakes	Mohans or Kelloggs
12.	Jam	Kissan or Maggi
13.	Ghee	Amul, Mother Dairy, Britannia, Saras or Patanjali
14.	Milk	Saras, Amul, Mother Dairy (Without Water)
15.	Paneer	Amul, Saras
16.	Tea	Brook bond, Lipton, Tata, Taaza
17.	Coffee	Nescafe
18.	Ice Cream	Amul, Mother Dairy, Kwality, Havmor
Note: Standard or other brands of similar quality may be considered with prior permission of IIM Jammu Admin/Mess Committee.		

- 2.48 **MANPOWER DEPLOYMENT PLANNING FOR THIS TENDER (SHIFT WISE):** The Vendor shall engage sufficient number of competent employees (i.e., cooks, servers, cleaners, helpers, supervisors, etc.) for running the Dining Hall services. Manager and Mess supervisor must be available during the mess running time.

S No	Designation	Shift	Total Manpower Per Day
1	Manager	General	01
2	Supervisor	General	02
3	Chef	General	02
4	Assistant Chef	General	02
5	Waiter	General	To be decided based on the quantum of work
6	Helper for Chefs	General	
7	Dish Washers	General	
8	Table Cleaner	General	
9	Floor Cleaner	General	
10	Sweeper for Wash room	General	

- 2.48.1 Work in the mess should take place in minimum two shifts as per statutory requirement/laws, at no stage will working norms of 08 hours per day/48 hours per week be violated for all employees. Proper rest and holiday to be given.
- 2.48.2 Minimum two chef/assistant chef are to be available at all times, they should be qualified and trained with minimum experience of 10/02 years respectively at some renowned hotel/restaurant/institution and should have the knowledge and aptitude of preparing food (Indian, Chinese, Continental) both vegetarian and non-vegetarian.
- 2.48.3 All the personal deployed by the agency should have relevant professional qualification and adequate experience in the related field as per the industry standard.

- 2.48.4 The above shift wise deployment of manpower is indicative. This may be altered on any day as per the needs and requirements with prior permission of IIM JAMMU admin.
- 2.48.5 No of staff is mentioned as per the standard for community cooking. Staff will be deployed by the agency as per the requirement. Deployment of staff should be in that ratio that Staff should not be over burden otherwise quality of service get down. Agency shall have to ensure the good service / system in the mess all the time.
- 2.48.6 The employees like chef and cooking helpers should wear a separate colour uniform and the housekeeping supervisor and staff should wear a separate colour uniform.
- 2.48.7 The cooking staff shall not be used as cleaning or housekeeping staff. All the workers and cooks should be healthy and medically fit. The Vendor should ensure that all his workers are free from communicable diseases. If any mess worker is found medically unfit, he/she may not be given permission to continue his/her duties and the Vendor has to replace him/her immediately without fail.
- 2.49 SERVICE TIMINGS:**
- 2.49.1 Breakfast: 7.00 am to 09.30 am on Monday to Saturday and 8.00 am to 10.00 am on Sunday and Institute Holiday
- 2.49.2 Lunch: 12.30 pm to 03.00 pm on all days
- 2.49.3 Evening Tea with Snacks: 05.00 pm to 06.30 pm on all days
- 2.49.4 Dinner: 08.00 pm to 10.00 pm
- 2.49.5 The timing stated above is subject to change by the order of IIM Jammu administration/mess committee.
- 2.50 No accommodation will be provided to the staff of mess.
- 2.51 Hygiene/Turn Out:** The agency shall ensure best hygiene / turn out of his / her employees, failure to do which shall attract penalty per violation.
- 2.51.1 Approved / prescribed neat and clean properly ironed uniform including apron, gloves and head cover will be worn by all staff at the time they enter the mess.
- 2.51.2 Short hair.
- 2.51.3 Regular cutting of nails.
- 2.51.4 Separate shoes for use in the kitchen/dining area.
- 2.52 DISPOSAL OF WASTE/GARBAGE:**
- 2.52.1 The agency will be responsible for garbage disposal and will ensure proper disposal of the collected waste solid/liquid on a daily basis under his own arrangements. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the IIM JAMMU premises. It shall be the responsibility of the Agency to segregate and dispose off garbage at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum at his own cost and as per prescribed norms / practice by the local authority/IIM JAMMU.

- 2.52.2 Dust, waste materials shall be collected in proper bins and disposed of immediately. Plastic bags shall be used in all the dust bins in the premises for easy collection and disposal; so that the dust bins are maintained neat & clean and in a hygienic condition. All dust bins will be washed / sanitized at least once in a week.
- 2.52.3 The agency shall arrange authorized material plastic bags/trolleys/transportation arrangements etc for disposal of waste material/garbage, malba, minor building rubbish, earth, etc., to be disposed off beyond the premises up to authorized Municipal dumping yard/ground etc. at its own cost.
- 2.52.4 The agency shall ensure collection of dry leaves, unwanted weeds, dead animals and insects, etc. lying in IIM JAMMU Mess Area for disposal.
- 2.52.5 It shall be the responsibility of the contractor or his deployed personnel to dispose of garbage, accumulated during the operation of this contract, as per rules and regulations of the Corporation, at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum.
- 2.52.6 Agency will have to tie-up with the municipality for disposal of garbage. This is the responsibility of agency for disposal of garbage.
- 2.53 **Outdoor Catering Services at the place designated by IIM Jammu:** The agency may be asked to make an arrangement to provide the premium quality outdoor catering services (Tent or other arrangements) for occasions as per requirement of IIM Jammu.

3. TERMS OF CONTRACT:

- 3.1 **PERIOD OF CONTRACT:** Contract period will be initially for one year. This period may be extended on every two-year extension basis (1 Year+ 2 Year + 2 Year) maximum up to five years at the same rate and terms & conditions subject to the satisfactory performance. In case of performance of the agency in one part or the entire contract is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender, then that part or the entire contract shall be terminated even before the scheduled time by giving advance notice of one month to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Bank Guarantee shall be absolutely forfeited.
- 3.2 **CONTRACT AGREEMENT:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 100/- (One hundred only). IIM JAMMU reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.
- 3.3 **SUB-CONTRACTING:** The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.
- 3.4 **EXIT CLAUSE:** The contract can be terminated by giving one-month notice period by the Institute and three-month notice by the contractor. However, in any instant contract will be terminated if service of the vendor will not be found satisfactory.
- 3.5 Feedback of students is a major factor in performance evaluation of Agency. Feedback from student is taken on regular basis. There shall be conducted regular audit of Mess to ensure whether SOP is followed or not.

- 3.6 The quoted rates shall remain firm throughout the tenure of the contract including extension period and no revision is permissible for any reason.
- 3.7 The contractor and his employees shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations.
- 3.8 **Misconduct:** The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees to the Institute. All the employees should be police verified.
- 3.9 The persons employed by the contractor will be the employees of the contractor and the IIM Jammu shall have nothing to do with their employment or non- employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the IIM JAMMU and the personnel employed by the contractor shall have no right whatsoever to claim employment or other rights from the IIM Jammu.
- 3.10 None of the employees of the contractor shall enter into any kind of private work within the campus of the IIM JAMMU Non-compliance with this provision will be deemed to be violative of the contract inviting penal action/cancellation of contract.
- 3.11 The staff employed by the contractor will not join any union of the IIM JAMMU nor shall they make any claim on service or other matter. They shall also not form any union associated with the IIM JAMMU and shall have absolutely no claim to subscribe or for election in any of the unions of the IIM JAMMU.
- 3.12 The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the IIM JAMMU / Govt. of India / any State or any Union Territory.
- 3.13 The staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law/rules/regulations. A record of this will be maintained by the Contractor.
- 3.14 The contractor shall maintain record of major/minor incidents on daily basis and report the same to the IIM JAMMU administration in this regard. The Agency will also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/criminal activities happening in the campus. The contractor shall also be responsible to lodge complaints with police authorities in such instances and take follow-up action for recovery of lost material/equipment.
- 3.15 The contractor will have to register all his employees who will be working in the hostel premises along with a copy of their photographs, residential details for clearance by the IIM JAMMU Security along with police verification certificate.
- 3.16 The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to IIM JAMMU and shall indemnify IIM JAMMU against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which IIM JAMMU may party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.

3.17 The IIM Jammu will not provide any residential space for accommodation to the Agency. The agency has to make its own arrangement for the residential accommodation to the deployed staff.

3.18 Taxes, Labour Laws and Other Regulations:

- 3.18.1 The contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.
- 3.18.2 The contractor is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done, or services rendered pursuant thereto.
- 3.18.3 The contractor shall fully comply with all applicable laws, and regulations relating to P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Migrant Labour Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Food Safety and Standards Authority of India (FSSAI), central, states, Municipal and local governmental agency or authority.
- 3.18.4 The Contractor shall be responsible for proper maintenance of all registers, records and accounts as far as it relates to compliance of any statutory provisions/obligations. The contractor shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned on monthly basis.
- 3.18.5 The contractor shall be responsible and liable for all the claims of his employees.
- 3.18.6 The Vendor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time.
- 3.18.7 The Vendor shall be responsible for the proper conduct and behaviour of the mess workers engaged by him. The Vendor along with his workers must behave politely with hostel residents. If it is found that any worker has misbehaved with any of the hostel inmates, the Vendor has to take action as suggested by the IIM Jammu.
- 3.18.8 The contractor shall obtain the license under the Contract Labour (R&A) Act from the office of the Central Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill be cleared only on the submission of the said license. The contractor would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
- 3.18.9 The contractor shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
- 3.18.10 The contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen compensation Act, Sales Tax, Royalty, Excise duty, Octroi, Works contract etc. and shall keep the Institute indemnified

against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws. The contractor shall not employ child labour. Payment to workers must be according to Minimum Wages Act.

3.19 **Safety and Security:** Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.

3.20 **Work at Risk and Cost:** The institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.

3.21 PAYMENTS TERMS:

3.21.1 The agency shall charge for consumption of foods by students directly from them. Institute will not be responsible for payment of any student. However, if students do not pay the bill on time Agency may approach the institute in this case. Institute may assist the agency for getting the payment timely.

3.21.2 Institute will pay the bill of only for the Institute's order only. Agency will directly charge from students for their Meals as per rate quoted by agency and approved by IIM Jammu. If any staff member takes meal from agency, agency will directly charge from the concerned staff members, in this case also.

3.21.3 Bill shall be raised on monthly basis and submit the same succeeding month for payment. IIM Jammu will normally settle the bill within 15 days from the receipt of the bill. However, for delayed payment, the service provider will not charge any penalty or interest to IIM Jammu.

3.21.4 The payment under this agreement shall be made on satisfactory completion of job contract services, through NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues / claims of the IIM JAMMU.

3.21.5 Bill to be made in the name of Indian Institute of Management Jammu.

3.21.6 No advance payment will be made to the agency under any circumstances.

3.21.7 TDS/ Income Tax etc. are to be deducted at source from the bills of service provider as per rule.

3.22 **PENALTY:** For Complaint, non-adherence of terms & condition specified in tender document, indiscipline and unsatisfactory operation of any of the services, a penalty of (1 to 4 % of per day sale) will be levied for the first time, in case the same point is repeated then a penalty of (5 to 10 % of per day sale) may be levied.

3.22.1 Any member of the designated Mess committee or IIM JAMMU administration can inspect the mess, kitchen or any process without any prior notice to agency. In case of any discrepancy (in terms of quality of food or hygiene) or any case of negligence, appropriate punitive action in terms of financial penalty shall be levied.

3.22.2 Penalty will be imposed by the institute after giving one warning verbal or otherwise to the contractor to explain his part irrespective of the following:

3.22.3 Violation of quality parameters of food

3.22.4 Failure in providing sufficient quantity.

- 3.22.5 Poor hygiene
- 3.22.6 Failure in keeping time schedule.
- 3.22.7 Violation of non-brands for articles are being used
- 3.22.8 Non-availability of complaint register
- 3.22.9 Non-availability of Supervisor at Mess Timing
- 3.22.10 Any complaints of insects and/or foreign object (hair, rope, cloth, plastic, etc.) cooked along with food found in any food item
- 3.22.11 Any complaint of stones / pebbles
- 3.22.12 Hard and/or sharp objects like glass pieces, nails, hard plastic etc
- 3.22.13 Food poisoning
- 3.22.14 Three or more complaints of unclean utensils in a day
- 3.22.15 Meal was not cooked properly.
- 3.22.16 Changes in menu of any meal
- 3.22.17 Inappropriate personal hygiene of workers
- 3.22.18 Failure to maintain a proper health check-up of the workers
- 3.22.19 Absence of proprietor or his manager empowered to take decision from mess committee meetings on due invitation.
- 3.22.20 In case garbage items are found in waste water discharge and they further hamper the functioning of the drainage system/sewage treatment plant.
- 3.22.21 Turnout/uniform of employees
- 3.22.22 Services nonadherence
- 3.22.23 Any other thing as felt suitable by IIM Jammu administration.
- 3.22.24 Three or more consecutive complaints regarding any of the above points will attract a *financial penalty depending on gravity of the issue and in case of similar repetition IIM JAMMU admin can cancel the contract unilaterally without notice and bank guarantee may be forfeited. (*Financial Penalty may be between 1 to 10 % per day sales).
- 3.23 **FORCE MAJURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by Force Majeure situation. The Agency/ Firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 3.23.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency/ Firm and not involving the Agency/ Firm's fault or negligence and not

foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 3.23.2 If a Force Majeure situation arises, the Agency/ Firm shall promptly notify the Institute in writing of such conditions and the cause within 7 days from the date of occurrence thereof. Unless otherwise directed by the Institute in writing, the Agency/ Firm shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 3.23.3 Neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance.
- 3.24 **INTERPRETATION:** All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.
- 3.25 With mutual consent between the IIM Jammu and the Contractor, any other point can be included in the agreement at the time of its execution.
- 3.26 In case of any disputes on execution of the work during the period of contract, the decision of the Director, IIM Jammu shall be binding and final, agreeable in full by both the parties.
- 3.27 **ARBITRATION CLAUSE:** In the event of any dispute or difference(s) between the vendee Institute (IIM Jammu) and the vendor(s) arising out of non-supply of material or supplies not found according to specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to "The Director, IIM Jammu", who may decide the matter himself or may appoint arbitrator(s) under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties.
- 3.27.1 The venue of the arbitration shall be the place from where the order is issued.
- 3.27.2 The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- 3.27.3 Further, any legal dispute arising out of any breach of contract shall be settled in the court of competent jurisdiction located within the local limits of Jammu, J&K.

4. ELIGIBILITY CRITERIA:

- 4.1 The agency should be a registered and licensed vendor i.e FSSAI licensed in the similar line of business covered under this tender. Appropriate documents/certificates issued from appropriate authorities of FSSAI should be enclosed to support this.
- 4.2 The Agency should have PAN Number and GST Registration.
- 4.3 The agency should have valid ISO-22000:2005 or ISO 9001: 2015 Certification.
- 4.4 The bidder should have sufficient/ adequate Infrastructure, manpower and financial strength to undertake the contract.

- 4.5 The bidder should have branch / registered office preferably at Jammu.
- 4.6 The agency must have had a minimum annual turnover of 10 crores (Rupees Ten crore only) per annum in any three consecutive financial years in last six financial years i.e. from 2017-18 to 2022-23 for a similar line of business. The agency must submit a duly signed certificate with membership number from Chartered Accountant (CA) clearly showing financial year-wise turnover. The agency should also attach a copy of profit loss statement/ balance sheet certified by a Chartered accountant.
- 4.7 The agency should have a minimum continuous three years of experience in providing a similar type of mess and catering services as on 31 March 2023 to the Government Educational Institutes/ Universities, Autonomous Bodies, Large/Reputed Private Sector institute, Top 50 University/ Business School as per current NIRF Ranking and Educational Institutes CFTIs like IIMs, IITs etc. (cafeteria service experience will not be considered). The agency should have worked for a minimum of Three Government Educational Institutes/ CFTIs like IIMs, IITs etc / Top 50 University/ Business School as per current NIRF Ranking out of which minimum 01 (One) should be with minimum order/contract value of 3 crores per annum from Mess Catering Service in last six years ending on 31st March 2023. Please submit the Copy of Work Order/ Contract along with the performance certificate/ completion / Feedback from Clients with positive rating, otherwise the experience will not be considered.
- 4.8 The bidder should have not been debarred/blacklisted/should have not been terminated /ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions, CFTIs etc. during past five years from the last date of submission of bids.
- 4.9 There should be no legal case pending against the Proprietor / Firm / Partner or the Company (Agency). An undertaking must be enclosed in this regard.

5. TENDER FEE & EARNEST MONEY DEPOSIT (EMD):

- 5.1 The Bidder should submit Tender Fee of **Rs 1,180/-** (One Thousand, One Hundred & Eighty only) – Non-Refundable / Not-Exempted and Earnest Money Deposit (EMD) of **Rs. 13,00,000/-** (Rupees Thirteen Lakh Only) separately in the form of NEFT/RTGS in the name of “Indian Institute of Management Jammu”.

Bank Details of IIM Jammu for NEFT/RTGS:

NAME OF THE ACCOUNT HOLDER: INDIAN INSTITUTE OF MANAGEMENT JAMMU

NAME OF BANK: THE JAMMU & KASHMIR BANK LTD.

BRANCH NAME: E/C GOVT. COLLEGE OF ENGINEERING CANAL ROAD

ADDRESS OF BANK: GCET CANAL ROAD JAMMU

IFSC CODE: JAKA0EGCENG

A/C NUMBER: 1250040500000042

MICR CODE: 180051027

- 5.2 The Technical Bid without Tender Fee & EMD would be considered as UNRESPONSIVE and will not be accepted. NSIC / MSME registered bidders must submit copy of valid NSIC / MSME Registration Certificate for exemption of EMD.
- 5.3 The Tender Fee and EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidders on the amount of the EMD.

- 5.4 The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.
- 5.5 **Refund of EMD:** The EMD will be refunded without any interest to the unsuccessful Bidders only after the Tenders are finalized.

6. INTEGRITY PACT

- 6.1 The Pact essentially envisages an agreement between the prospective vendors/ bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:
- 6.1.1 Promise on the part of the principal not to seek or accept any benefit which is not legally available.
 - 6.1.2 Principal to treat all bidders with equity and reason.
 - 6.1.3 Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.
 - 6.1.4 Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
 - 6.1.5 Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
 - 6.1.6 Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
 - 6.1.7 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.
 - 6.1.8 Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

- 6.2 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

The Bidder has to submit the Integrity Pact as per Annexure-VII.

7. SUBMISSION OF BID (INSTRUCTIONS FOR ONLINE BID SUBMISSION):

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal (URL: <http://eprocure.gov.in/eprocure/app>).** For more information, bidders may visit the CPP Portal <http://eprocure.gov.in/eprocure/app>. Tender document can also be downloaded from IIM Jammu Website (www.iimj.ac.in)

7.1 REGISTRATION:

- 7.1.1 Bidders to enroll on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 7.1.2 The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 7.1.3 Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 7.1.4 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to Ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- 7.1.5 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

7.2 SEARCHING FOR TENDER DOCUMENTS:

- 7.2.1 Various built-in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- 7.2.2 There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 7.2.3 Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 7.2.4 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

7.3 PREPARATION OF BIDS:

- 7.3.1 Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 7.3.2 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 7.3.3 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 7.3.4 Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 7.3.5 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 7.3.6 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard Documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

7.4 SUBMISSION OF BIDS (GENERAL INSTRUCTIONS):

- 7.4.1 Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 7.4.2 The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RGIPT, Jais.
- 7.4.3 Bidder must select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 7.4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The EMD in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of EMD amount in original by the said time, the uploaded bid will be summarily rejected.

- 7.4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 7.4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7.4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.4.9 Upon the successful and timely submission of bid click "Complete" (i.e., after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 7.4.10 The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

7.5 BID SUBMISSION PROCESS:

The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid. Financial Bids to be submitted in BOQ format only.

7.5.1 TECHNICAL BID SUBMISSION:

- 7.5.1.1 Bidder should number the pages submitted in form of Technical Bid and provide an INDEX/ COMPLIANCE SHEET (**As per Annexure-I**) indicating the page number of each document submitted. The index should be placed on the top of the Technical Bid, without which the tender will be considered incomplete and hence, summarily rejected.

- 7.5.1.2 **The Technical Bid should be accompanied by the relevant documents, duly signed and stamped by Authorised Signatory on each page of Technical Bid & relevant documents and all supportive documents to be attached with related annexure only, without which the tender will be considered incomplete and hence, summarily rejected.**
- 7.5.1.3 **Due date:** The tender has to be submitted online on or before the due date. The offers received after the due date and time will not be considered.
- 7.5.1.4 The Technical Bid should be accompanied by a copy of this Tender Document with each page duly signed by the authorized signatory of the bidders, who has signed the bid, as taken of having read, understood and complied with tender, the terms, and conditions contained herein. Bids not accompanied by a duly signed copy of the Tender Document will not be considered.
- 7.5.1.5 The bid should be precise, complete in all respect and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required through the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 7.5.1.6 The bid should be clear and without any condition. Conditional bids shall be summarily rejected.
- 7.5.1.7 IIM Jammu reserves the right to modify, expand, change, alter, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reason whatsoever.
- 7.5.1.8 IIM Jammu reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any enquiry after submission of the quotation will not be entertained.
- 7.5.1.9 Any change/corrigendum/extension of closing/ opening dates in respect of this tender shall be issued through e-tender Portal (URL:<http://eprocure.gov.in/eprocure/app>) and IIM Jammu website only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit IIM Jammu website for updates.
- 7.5.1.10 Bids submitted with incomplete information or information not in conformity with the Bid Documents will summarily be rejected. While submitting the Bids, the Bidders must exercise utmost care to fill up the bid in all respect as per the specified terms and conditions.

7.5.2 FINANCIAL BID SUBMISSION:

- 7.5.2.1 A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidder to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable. The format of Financial Bid is also given at **Annexure-VII** for reference only.
- 7.5.2.2 The Financial Bid (Price Bid) shall be submitted in electronic form only in conformity with the tender specifications on the portal only by the time & date as specified in NIT.
- 7.5.2.3 The financial cover shall contain price bid in the enclosed "Price Bid format" i.e. in BOQ format. Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Institute in any circumstances.
- 7.5.2.4 The Bidder shall not tamper/modify Financial Bid Format in any manner. In case, if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- 7.5.2.5 Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.
- 7.5.2.6 The bidders are advised to quote their rates in Indian Rupees (INR) only.
- 7.5.2.7 All duties, taxes and other levies payable by the vendor shall be included in the total price. However, GST will be extra paid as actual.
- 7.5.2.8 GST will be extra as per actual. Bidder is required to quote the rate excluding GST.
- 7.5.2.9 The number of people / person (if any mentioned in tender document) may increase or decrease in any month.
- 7.5.2.10 There would be no increase in rates during the Contract period including extension period.
- 7.5.2.11 For **Standard Category (A)**: Non-Veg Menu only includes Chicken, Mutton or Fish. One Paneer Varieties dish should also be there 3 days/week, i.e., Monday/ Wednesday/ Friday along with Non-Veg Menu. Rate would be same for all the days of week and would be per person per day. No separate rate would be charged for the days of Non-Veg menu.
- 7.5.2.12 Rate for Catering charges for Standard Category (A): as per menu to be quoted per person per day. on serial Number 1. Bidders are required to provide the Breakup of Rate for **Standard Category (A)** for **Guest and Staff (In case only one meal in a day required)**. Please quote the rate in column 1.01, 1.02, 1.03 and 1.04 above. The total of point 1.01, 1.02, 1.03 and 1.04 must be equal to point 1 ($1=1.01+1.02+1.03+1.04$).

7.5.2.13 Generally, Guest takes lunch and evening Tea in the campus. Bidders have to quote their rates per meal rate for Break Fast, Lunch, Evening snacks, Tea and Dinner separately too. Billing for meals of guests as per order from institute has to be done to IIM Jammu and payment will be done by IIM Jammu.

7.5.2.14 IIM Jammu is running various programs. However, there would be summer break of 2 to 3 months tentatively from mid of April to mid of June for students. Mess should run in all the 12 months. Bidders have to quote their rates accordingly.

7.5.3 ONLINE BID SUBMISSION:

The Online bids (complete in all respect) must be uploaded online in two covers as explained below:

COVER – 1 (TECHNICAL BID)			
All Documents establishing conformity to the Eligibility Criteria (Following documents to be provided as single PDF file)			
Sr. No.	Documents	Content	File Types
1.	Technical Bid	INDEX/ COMPLIANCE SHEET (As per Annexure-I) indicating the page number of each document submitted	.PDF
2.		Technical Bid As per Annexure - II	.PDF
3.		Proof of Tender Fee and EMD.	.PDF
4.		Tender Acceptance Letter as per Annexure-III .	.PDF
5.		Copy of ISO-22000:2005 or ISO 9001: 2015 Certificate.	.PDF
6.		Copy of Appropriate documents/certificates issued from appropriate authorities of FSSAI.	.PDF
7.		Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.	.PDF
8.		Copy of GST Registration Certificate.	.PDF
9.		Proof of Turnover, to claim the eligibility related to Turn Over (CA Certificate)	.PDF
10.		Detail of Experience as per Annexure-IV . along with the copy of work order and completion / performance certificates/ Feedback from Clients	.PDF
11.		An undertaking no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)	.PDF
12.		MANDATE FORM FOR Electronic Fund Transfer/ RTGS TRANSFER As per Annexure- V .	.PDF
13.		Valid Proof regarding No of Staff (proof of ESI/EPF deposit Latest Month) along with the details of staff with designation	.PDF
14.		Self-Declaration about Non-Black Listing as per Annexure-VI .	.PDF
15.		Integrity Pact as per Annexure-VII .	.PDF

16.		Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.	.PDF
17.		All other documents, as required in terms of the tender, to claim eligibility.	.PDF
Note: Institute may ask the vendor to submit any other certificate/document as it may deem fit.			
COVER – 2 FINANCIAL BID (PRICE-BID)			
Sr. No.	Types	Content	File Types
1.	Financial Bid	Price Bid in given format BOQ only. (Format is given at Annexure-VIII for reference only)	.xls

7.6 PRE-BID MEETING:

An Online Pre-bid meeting will be conducted through Google Meet/ Zoom/ Other Online Platform, to clarify doubts that may arise before submission of the bids. Bidders/Representatives are invited to participate in this pre-bid meeting. Such attendees have to send a request along with a letter of authorization from their firm (or firms they are representing) by email to purchase@iimj.ac.in, for attending the Pre-bid meeting. Bidders are requested to mail the doubts prior to the pre bid meeting, if possible, to enable us to clarify the doubts in the pre-bid meeting itself. The link of Online Pre-Bid Meeting will be shared with only those prospective bidders, who would have requested for attending the Pre-bid meeting as mentioned above. Maximum of two representatives per bidder will be permitted to attend Pre-Bid Meeting, subject to the submission of valid authorization letter.

7.7 ASSISTANCE TO BIDDERS:

7.7.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

7.7.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

7.8 GENERAL INSTRUCTIONS TO THE BIDDERS:

7.8.1 The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.

7.8.2 Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ eToken in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'.

7.8.3 Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the eSubmission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure>.

- 7.9 **BID VALIDITY:** The bids shall remain valid for a period of 120 days from the date of opening of financial bid. In case the Bidder withdraws, modifies or changes his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The Bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

In case the Bidder withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The Bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

- 7.10 The Submission of bids does not entitle any Agency for automatic grant of award.
- 7.11 Any enquiry after submission of the proposal will not be entertained.
- 7.12 Canvassing/marketing /offering promotional services etc. in any form whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the Agency/ Firm / Company who resort to canvassing will be liable for rejection without any further reference.
- 7.13 IIM JAMMU reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.

8. BID OPENING:

- 8.1 The online bids will be opened by a Tender Process Committee duly constituted for this purpose. Online bids (complete in all respect) received along with Tender Fee and EMD (if any) will be opened as mentioned at "Tender Schedule" in presence of bidders representative if available.
- 8.2 The Agencies may depute their authorized representatives to remain present during the Proposal opening process subject to submission of valid authorization letter in the name of the representative to attend the Proposal opening process. Only one representative will be allowed to participate in the tender opening.
- 8.3 **Place for opening of Bids:** Indian Institute of Management Jammu, Old University Campus Canal Road, Jammu-180016 (J & K)
- 8.4 **The Technical bid** will be opened first and evaluated. **The Financial bid** of only those bidders whose technical bid is found to be technically responsive by the Committee will be opened. The Financial bids of ineligible bidders will not be opened.
- 8.5 In case the last date of receipt of tenders or the day of the opening of tender is declared as a Public Holiday, or there is non- functioning of the institute due to any unavoidable reason, the next working day will be treated as a day for the purpose at the same time. No separate intimation will be given.

9. BID EVALUATION:

IIM Jammu will use Cost Evaluation under Combined Quality Cum Cost Based System (CQCCBS), the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. Proposals with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. Total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

9.1 TECHNICAL EVALUATION:

9.1.1 TECHNICAL EVALUATION CRITERIA:

S.No.	Parameter	Scoring Protocol
	QUALITY	TOTAL: 100 MARKS (Min. 40 Marks required for Qualification)
1.	Vendor Profile (No. of Staff, office etc.) Based on the Valid proof submitted (EPF/ESI proof etc)	Max Marks: 10
2	Experience (in years): Total number of mess experience in academic institutes only (With min 400 Students Dining, Proof to be attached)	Max Marks: 15 <ul style="list-style-type: none"> - 10 or more Years – 15 Marks - 5 but less than 10 years - 10 Marks - 3 but less than 5 years - 05 Marks - Less than 3 years – 0 Marks
3	Experience with any Govt Academic Institute with contract value of not less than Rs. 3 crore per annum from Mess Catering Service in last six years ending on 31 st March 2023.	Max Marks: 25 <ul style="list-style-type: none"> - More than 8 Institutes - 25 Marks - 7 - 8 Institutions - 20 Marks - 5 – 6 Institutions - 15 Marks - 2 - 4 Institutions - 10 Marks - Min 1 Institute - 5 Marks
5	Experience with CFTIs like IITs/IIMs/IISER/NITs/Central Universities etc in Last Six Years.	Max Marks: 25 <ul style="list-style-type: none"> - More than 8 Institutes - 25 Marks - 7 - 8 Institutions - 20 Marks - 5 – 6 Institutions - 15 Marks - 2 - 4 Institutions - 10 Marks - Min 1 Institute - 5 Marks
6	Average Annual Turnover of the any 3 consecutive Financial Years in last six financial years i.e. from 2017-18 to 2021-23	Max Marks: 25 <ul style="list-style-type: none"> - 50 crore & Above – 25 Marks - 30 crore & Above but less than 50 crore – 20 Marks - 20 crore & Above but less than 30 crore – 15 Marks - 15 crore & Above but less than 20 crore – 10 Marks - 10 Crore & Above but less than 15 crore – 05 Marks - Less than 10 Crore – 0 Marks

9.1.2 A bidder has to score at least an overall minimum score of 60 in the technical evaluation in order to be technically qualified.

9.2 FINANCIAL EVALUATION:

- 9.2.1 The financial evaluation will be for 30 marks and will be only for the technically qualified bidders. The lowest priced qualified bidder will get the maximum financial score (30) while the others will have a pro-rated score lower than 30. More specifically, the financial score of a technically qualified bidder is calculated as financial score = $30 * (\text{lowest price bid}) / (\text{price bid of the bidder})$.
- 9.2.2 In the financial Evaluation, the Catering charges for Standard Category (A) on serial no 1 will be taken for selection of bidder.

9.3 SELECTION OF SUCCESSFUL BIDDER:

- 9.3.1 The bidder with the highest total score (technical + Financial) will be declared as the successful bidder. In case of tie, the bidder having higher financial score will be declared successful.
- 9.3.2 The following formula will be used to evaluate the overall ranking of the qualified tenders.

$$\text{Overall Score} = \frac{\text{Score of Technical Bid} \times 70}{\text{Highest Score of Best Technical Bid}} + \frac{\text{Lowest Financial Bid} \times 30}{\text{Price of Financial Bid}}$$

- 9.3.3 Selection of tender will be based on overall score calculated from the formula. An Example of the same is presented below:

Bidder	Score of Technical Bid	Price of Financial Bid	Overall Score	Overall Rank
Company A	90	480	98.75	First
Company B	80	470	91.58	Third
Company C	80	460	92.22	Second

- 9.3.4 The evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between the partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 9.3.5 In case two or more agencies are found to have quoted the same lowest rates, the competent authority, IIM Jammu shall decide about the agency to which the offer shall be granted based on the past credentials/report on the past performance of the firm, and length of experience etc as per the technical bid. The decision of the competent authority, IIM Jammu shall be final.
- 9.3.6 IIM Jammu reserves the right to negotiate the quoted price with the successful bidder to arrive at the fair and reasonable price.
- 9.3.7 The IIM Jammu is not bound to award contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counteroffer rate is offered to the bidders.

- 9.3.8 IIM Jammu reserves the right to award the contract to either one agency or more than one agency as per item-wise L-1 rate quoted by them or by giving the counted offer of the lowest rate quoted in each category of item.
- 9.3.9 Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.
- 9.3.10 The institute reserves the right to seek clarifications or additional information/documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.
- 9.3.11 In case the day of opening of tender is declared as a Public Holiday or there is non-functioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose. No separate intimation will be given.
- 9.3.12 Any act on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- 9.3.13 IIM Jammu reserves the right to reject any application without assigning any reason.
- 9.3.14 IIM Jammu reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof.
- 9.3.15 The decision of Competent Authority, IIM Jammu will be final in all matters relating.

10. AWARD OF CONTRACT:

- 10.1 The Successful Bidder should accept the offer within 10 days from the date of receipt of "Letter of Offer", failing which the offer will be cancelled.
- 10.2 In case the successful bidder backing out before actual award or execution of agreement or declines the offer of contract, for whatsoever reason(s), IIM Jammu will have right to forfeit the EMD.
- 10.3 IIM Jammu reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.
- 10.4 It is clearly understood by the parties that no financial liability of any type is created by issuance of work order.
- 10.5 The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.

11. PERFORMANCE SECURITY:

- 11.1 The successful bidder is required to furnish 5% of estimated contract value as security deposit, in form of Performance Bank Guarantee as per **Annexure-IX** within 30 days from the date of execution of contract which would be returned on successful completion of the contract.
- 11.2 Earnest Money Deposit of the Bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.

- 11.3 Earnest Money Deposit shall be forfeited, if bidder fails to furnish Performance Security in accordance with the terms and conditions of the tender.
- 11.4 In case of breach of contract, performance security shall be forfeited, and the agency shall be blacklisted for such period as decided by the competent authority in addition to termination of the contract.

12. SPECIAL NOTE FOR SITE VISIT:

Bidders in their own interest at their cost are advised to visit, inspect and examine the site / campus and its surroundings and satisfy themselves including prevailing rules, regulations/ directions of the local authorities/ State Government, that may be necessary for preparing the bid and execution of the contract, before submitting their Bids in respect of the Site Conditions including access to the site, availability of land, water, power and other facilities, Source and extent of availability of suitable materials including water etc. and labour, including but not restricted to any other conditions which may influence or affect the work or cost thereof under the contract. No extra charges consequent upon lack of any information/ knowledge and understanding shall be entertained or payable by the Institute. The bidders should note that information, if any, with regard to the site and local conditions, as contained in this Bid document has been given merely to assist the bidders and is not warranted complete in all respects. The bidder should ascertain all other information pertaining to and needed for the work including information regarding the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract. All the temporary services/arrangements shall be made by Contractor at no extra cost to Institute.

****SD/-****

Chief Administrative Officer
Indian Institute of Management Jammu

INDEX/ COMPLIANCE SHEET

(To be submitted on the letterhead of the agency)

Sr. No	Document Name	Compliance (Yes / No)	Page No		Remarks
			From	To	
1.	Technical Bid As per Annexure - II				
2.	Proof of Tender Fee and EMD.				
3.	Tender Acceptance Letter as per Annexure-III.				
4.	Copy of ISO-22000:2005 or ISO 9001: 2015 Certificate.				
5.	Copy of Appropriate documents/certificates issued from appropriate authorities of FSSAI.				
6.	Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.				
7.	Copy of GST Registration Certificate.				
8.	Proof of Income / Turnover to claim the eligibility related to Turn Over (CA Certificate)				
9.	Detail of Experience as per Annexure-IV. along with the copy of work order and completion / performance certificates/ Feedback from Clients				
10.	An undertaking no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)				
11.	MANDATE FORM FOR Electronic Fund Transfer/ RTGS TRANSFER As per Annexure- V.				
12.	Valid Proof regarding No of Staff (proof of ESI/EPF deposit Latest Month) along with the details of staff with designation				
13.	Self-Declaration about Non-Black Listing as per Annexure-VI.				
14.	Integrity Pact As pe Annexure-VII.				
15.	Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.				
16.	All other documents, as required in terms of the tender, to claim eligibility.				

Place:

Date: .

(Signature with stamp of the Agency)

TECHNICAL BID

(To be submitted on the letterhead of the Agency/ Firm)

Copies of all supporting documents duly signed and stamped by the Agency in support of below particulars must be attached along with this checklist

1.	Name of the Agency (In Block Letters)	::	
2.	Registered Office Address (With telephone no. & email address)	::	
3.	Address of Jammu Office, If Any (With telephone no. & email address)	::	
4.	Status of the organization Proprietary/Partnership/Pvt. Ltd./Public Ltd. Company	::	
5.	Year of incorporation /constitution of agency	::	
6.	Registration No./Trade License No.	::	
7.	PAN No.	::	
8.	GST No.	::	
9.	Authorized Signatory Details/ Contact Person No -1 Details	::	Name: _____ Designation: _____ Mobile No: _____ Email: _____
10.	Details of Contact Person-2 Other that Authorized Signatory:	::	Name: _____ Designation: _____ Mobile No: _____ Email: _____
11.	Total No. of Year of Similar Experience	::	
12.	Website, if any	::	
13.	Name of the cities where Agency / Firm / Company is having branches	::	

14. Total number of employees The Agency has to submit the Valid Proof regarding No of Staff (proof of ESI/EPF deposit Latest Month) along with the details of staff with designation	::	No. of Managers (Hotel Management):_____ No. of Managers (Other):_____ No. of Supervisor (Hotel Management):_____ No. of Supervisor (Other):_____ No. of Chef (Hotel Management):_____ No. of Chef (Other):_____ No of Assistant Chef:_____ No of other supporting staff:_____
15. Annual Business Turnover of the any 3 consecutive Financial Years in last six financial years ended on 31st March 2023, duly certified by the Chartered Accountant (In Crore)	::	FY-1; 20__-__: Rs_____ Crore FY-2; 20__-__: Rs_____ Crore FY-3; 20__-__: Rs_____ Crore Average Turn Over Rs_____ Crore
16. Details of Tender Fee (Application Fee) of and EMD.	::	Details of Tender Fee: Amount: Txn No: Date: Bank & Branch: Details of EMD: Amount: Txn No: Date: Bank & Branch:
17. Whether the Agency faced any litigation with any organization earlier, if yes, kindly furnish the same with name of the organization and brief details of litigation.	::	
18. Any other information	::	

Verification:

The details furnished in the application are true and correct to the best of my/our knowledge and that in case of furnishing any false information or suppression of any material information. The application shall be liable to be rejected besides initiation of panel proceedings by IIM Jammu, if it deems fit.

Signature of authorized signatory
Name:
Seal:

TENDER ACCEPTANCE LETTER

(On the letter head of the Agency/ Firm)

To

Date:

Chief Administrative Officer,
Indian Institute of Management Jammu
Old University Campus, Canal Road
Jammu-180016 (J&K)

Sub: Acceptance of Terms & Conditions of tender for 'Mess and Catering Services at IIM Jammu' vide NIT' Ref. No: IIMJ/NIT/Mess-Catering/2023-24/04

Dear Sir,

I/We have downloaded / obtained the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely as per your notice given in the above-mentioned website(s).

1. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization with this tender has also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirely.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. No employee or direct relation of any employee of IIM Jammu is in way connected as Partner/Shareholder/Director/Advisor/Consultant/Employee etc. with the Agency / Firm / Company.
6. I/We certify that all information and data furnished and attachments submitted with the application by our Agency / Firm / Company are true & correct.
7. I/We are aware that if any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject our bid or terminate our contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/ Performance Security absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

DETAILS OF EXPERIENCE

(To be submitted on the letterhead of the bidder)

Sr. No	Name of the organization/ Institute where goods /services were provided with Name of Contact Person, Contact No. & email id.	Value of the contract in INR	Duration of contract		Total years of experience (YY/MM)	Whether it is academic institute (Yes/No)	Copy of contract along with the performance report (Yes/No)
			From (DD/MM/YYYY)	To (DD/MM/YYY Y)			
1.							
2.							
3.							
4.							
5.							
6.							

Note: Bidders are required to provide the information on above format only in reverse chronological order (start from latest/recent most organization to oldest organization) and also attach Copy of contract / performance certificate in same sequence. Bidders may add row / rows in the above format, if No. of organizations / Institutions are more or may add additional sheet also.

Stamp and Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

(To be submitted on the letterhead of the Agency/ Firm)

The Chief Administrative Officer
Indian Institute of Management Jammu
Jammu

Date: / /

Sub: Authorization for release of payment / dues from Indian Institute of Management Jammu through Electronic Fund Transfer/RTGS Transfer.

1. **Name of the Firm/Company/Institute:**
2. **Address of the Firm/Company/Institute:**

City_____

Pin Code_____

E-Mail ID_____

Mob No:_____

Permanent Account Number_____

3. **Particulars of Bank**

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)			
IFS Code:(11 digit alphanumeric code)			
Account Type	Saving	Current	Cash Credit
Account Number:			

DECLARATION:

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information, I shall not hold Chief Administrative Officer, Indian Institute of Management Jammu responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Firm/Company/Institute:

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

SELF-DECLARATION ABOUT NON BLACK-LISTING

(To be submitted on the letterhead of the bidder)

To

Date:

Chief Administrative Officer,
Indian Institute of Management Jammu
Old University Campus, Canal Road
Jammu-180016 (J&K)

Subject: Self Declaration About Non-Black-Listing for “**Mess and Catering Services at IIM Jammu**” vide Tender Ref. No. **IIMJ/NIT/Mess-Catering/2023-24/04**

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm/ agency/ company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our agency / firm / company is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations in last five years from the last date of submission of bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD / Performance Security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Date:

Yours faithfully,

(Name & signature with stamp of the bidder)

INTEGRITY PACT

This **INTEGRITY PACT** is made and executed at.....on this day of.....20.....

BY AND BETWEEN

Indian Institute of Management Jammu (IIM Jammu) acting through Cmdr Kesavan Baskkaran (R), Chief Administrative Officer, Indian Institute of Management Jammu (IIM Jammu) having its office located at Old University Campus, Canal Road Jammu- 180016, (hereinafter referred to as "**The Principal**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office administrators or permitted assignees) of the **First Part**;

AND

M/s through its representative/ authorized signatory (name and designation of officer) having its office located at (hereinafter referred to as "**The Bidder/ Contractor**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office administrators or permitted assignees) of the **Second Part**;

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s) / Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to form cartels in the bidding process.
 - c. The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the Guidelines on Indian Agents of Foreign Suppliers, shall be disclosed by the Bidder(s) /Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. ~~Copy of the Guidelines on Indian Agents of Foreign supplier" is attached (Page 6 of attached document).~~
 - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If The Bidder(s)/ Contractor(s), before award or during execution of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to take action, as per the procedure mentioned in the "Guidelines on Banning of business dealings". ~~Copy of the "Guidelines on Banning of business dealings" is attached (Page 7 to 13 of attached document).~~

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- 2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be 4 entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit /Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or action can be taken as per procedure mentioned in "Guidelines on Banning of Business dealing.

Section 6 - Equal treatment of all Bidder(s) / Contractor(s)/ Subcontractor(s)

- 1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing. In case of Sub-contracting the Principal Contract or shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, and Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – Independent External Monitor (IEM)

- 1) The Principal appoints competent and credible independent External Monitor for this Pact after approval by central vigilance commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Independent External Monitor (IEM) is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidder(s)/Contractor(s) as confidential. He / she reports to Secretary' MoE.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration

of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Secretary, D/o Higher Education.
- 5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Secretary, D/o Higher Education within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Secretary, D/o Higher Education, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Secretary, MoE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the chief vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Integrity Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above. unless it is discharged / determined by Secretary, D/o Higher Education'

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Jammu.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium this agreement must be signed by all partners or consortium members.

- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

IN WITNESS WHERE OF, the parties hereunto set their hands and seals and executed this INTEGRITY PACT as of the day/month/year first above written:

For and on behalf of

Indian Institute of Management Jammu (First Party)

SIGNED, SEALED AND DELIVERED by

Name: Cmdr Kesavan Baskkaran (R)

Designation: Chief Administrative Officer

Address: Indian Institute of Management Jammu (IIM Jammu),
Old University Campus, Canal Road Jammu- 180016

Authorized Signatory

For and on behalf of

M/s..... (Second Party)

SIGNED, SEALED AND DELIVERED by

Name:

Designation:

Address:

Representative/authorized signatory

In the presence of Witness:

I.

2

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with dprocure.gov.in/MoE shall apply for registration in the prescribed Application –Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer-ship being paid by the principal to the agent before the placement of order by the Ministry.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **DISCLOSURE OR PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**
 - 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by M/o Education in Indian Rupees only.
 - 2.2 Tenderes of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by M/o Education in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
 - 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
 - 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by M/o Education. Besides this there would be a penalty of banning business dealings with M/o Education or damage or payment of a named sum.

Guidelines on Banning of Business Dealing

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1. Introduction

- 1.1 M/o Education, being 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. M/o Education has also to safeguard its commercial interests. M/o Education deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of M/o Education to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on M/o Education to observe principles of nature justice before banning the business dealing with any Agency.
- 1.2 Since banning of business dealings involve civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of M/o Education generally provide that M/o Education reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of the Ministry to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspensions and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Bureaus and Organisations/Autonomous Institution under the Ministry.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) *'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer'* shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer'* in the context of these guidelines is indicated as *'Agency'*.
- ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) *'Competent Authority' and 'Appellate Authority'* shall mean the following:
 - a) For M/o Education, the Bureau Head shall be the *'Competent Authority'* for the purpose of these guidelines. Secretary, D/o Higher Education/School Education as the case may be, shall be the *'Appellate Authority'* in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
 - b) For Subordinate offices, Autonomous organization of the Ministry of Education, the Competent Authority and the Appellate Authority shall be such, as may be decided by the Governing body of the organisation.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach M/o Education as Second Appellate Authority.
 - d) Secretary, higher Education/Secretary, School Education, M/o Education shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he/she may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Bureau, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) *'List of approved Agencies – Parties / Contractors/Suppliers/Purchasers/Customers/Bidders/ Tenderers shall mean and include list of approved/registered Agencies – Parties/ Contractors /Suppliers/ Purchasers / Customers / Bidders/ Tenderers, etc.'*

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Plant / Unit / Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with M/o Education is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Bureau/ Organisation/ Autonomous Institution under the Ministry. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of M/o Education, as a whole, to deal with such an Agency pending investigation, the Competent Authority considers that depending upon the gravity of the misconduct, it would not be desirable for all institutions/organisations of M/o Education to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all institutions/organisations by the Competent Authority, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the periods of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of Ministry / organisations/ Autonomous Institution under Ministry without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Ministry or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by M/o Education or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to M/o Education or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of Ministry of Education forcefully occupies, tampers or damages the Ministry's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout Ministry and Organisations/Autonomous Institution under its control. Any ban imposed by the Ministry shall be applicable on all organisations/Autonomous Institutions under the Ministry.

- 7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8. Removal from List of Approved Agencies – Suppliers / Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies – Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of Ministry, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by the Competent Authority under the existing guidelines either before or after filing of

appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, M/o Education may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

PART-II: FINANCIAL BID (FORMAT)
(To be submitted online in BOQ Excel Sheet)

Name and Address of the Bidder:

Sr. No	Category	Unit Per Person	Rate per person excluding GST
1.	Catering charges for STANDARD CATEGORY (A): as per menu (Inclusive of Breakfast, Lunch, Evening Tea with Snacks and Dinner) Per Day	01	
1.01	Break Fast per person per meal	01	
1.02	Lunch per person per meal	01	
1.03	Evening Tea / Refreshment	01	
1.04	Dinner per person per meal	01	
2.	Charges for Add-on Item- FOR OCCASIONS (CATEGORY-B):		
2.01	Non-Veg Soup- Chicken etc, as per requirement	01	
2.02	Starters: Veg - Hara bhara kabab, Roasted Paneer, Paneer Tikka, Spring Roll etc, any one as per requirement	01	
2.03	Starters: Non-Veg - Chicken Tikka (Boneless), Chicken Kabab, Fish Tikka (Boneless), etc, any one as per requirement	01	
2.04	Non-Veg items- chicken, Mutton, Fish, Prawn, any one as per requirement	01	
2.05	Egg Curry (With Two Eggs)	01	
2.06	Paneer with gravy- Any paneer dish as per requirement	01	
2.07	Veg Dish- Dry or With Gravy as per requirement	01	
2.08	Sweet/ Ice Cream/Pudding, any one	01	
3.	Catering charges: FOR OCCASIONS (HIGH TEA): (CATEGORY -C)	01	
4.	Routine Meeting Category (CATEGORY -D)		
4.01	Tea / Black Tea	01	
4.02	Coffee	01	
4.03	Green Tea plain or with honey	01	
4.04	Lemon Tea	01	
4.05	Veg Soups (Hot & Sour, Sweet Corn, Clear, Tomato, Mushroom, Vegetable, any one as per requirement).	01	
4.06	Lassi (Freshly Prepared)	01	
4.07	Butter Milk (Freshly Prepared)	01	
4.08	Lime Juice (Freshly Prepared)	01	
4.09	Fresh Juices (Freshly Prepared)	01	
4.10	Dhokla (500 Grm)	01	
4.11	Tea/Coffee with cookies, wafers.	01	
4.12	Tea/Coffee/Green Tea/Black Tea with cookies, wafers and 08 pieces roasted almonds/ cashew	01	

4.13	Tea/Coffee/Green Tea/Black Tea with freshly prepared snacks- (i) Sandwich (Plain, Grilled, Toasted)/ Dhokla, (ii) Samosa / Pakoda (Veg, Paneer) etc.	01	
4.13	Tea/Coffee/Green Tea/Black Tea with freshly prepared Snacks (i) Sandwich (Plain, Grilled, Toasted)/ Dhokla, (ii) Samosa / Pakoda (Veg, Paneer) etc., Roasted Almonds / Cashew and Sweet Dish Cup Cake/Pastry / Brownie / Sweet etc.	01	

GST%.....

Notes:

1. GST will be extra as per actual. Bidder is required to quote the rate excluding GST.
2. Rate for Catering charges for Standard Category (A): as per menu to be quoted per person per day. on serial Number 1.
3. In the financial evaluation, the Catering charges for Standard Category (A) on serial no 1 will be taken for selection of bidder.
4. The number of people / person (if any mentioned in tender document) may increase or decrease in any month.
5. There would be no increase in rates during the Contract period including extension period.
6. **For Standard Category (A):** Non-Veg Menu only includes Chicken, Mutton or Fish. One Paneer Verities dish should also be there 3 days/week, i.e., Monday/ Wednesday/ Friday along with Non-Veg Menu. Rate would be same for all the days of week and would be per person per day. No separate rate would be charged for the days of non-Veg menu.
7. Bidders are required to provide the Breakup of Rate for **Standard Category (A) for Guest and Staff (In case only one meal in a day required)**. Please quote the rate in column 1.01, 1.02, 1.03 and 1.04 above. The total of point 1.01, 1.02, 1.03 and 1.04 must be equal to point 1 ($1=1.01+1.02+1.03+1.04$).
8. IIM Jammu is running various programs. However, there would be summer break of 2 to 3 months tentatively from mid of April to mid of June. Bidders have to quote their rates accordingly.

Place:

Date:

(Signature with stamp of the bidder)

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)
 (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT JAMMU OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT JAMMU OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT JAMMU. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

Indian Institute of Management Jammu,
 Jammu-180016
 India

LETTER OF GUARANTEE

WHEREAS Indian Institute of Management Jammu, Jammu (Buyer) have invited Tenders vide Tender No.....dt..... for and whereas the said tender document requires that any eligible successful Bidder (Vendor) wishing to provide/supply of Services/ Goods/ Material as per tender document in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of "Indian Institute of Management Jammu," in the form of Bank Guarantee for Rs and valid till five years from the date of issue of Performance Bank Guarantee may be submitted within days from the date of acceptance as a successful Bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Bidder (Vendor) failing to abide by any of the conditions referred in tender document / purchase order / work Order etc. this bank shall pay to Indian Institute of Management, Jammu on demand and without protest or demur Rs (Rupees.....).

This bank further agrees that the decision of Indian Institute of Management, Jammu (Buyer) as to whether the said Bidder (Vendor) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder (Vendor) and/ or Indian Institute of Management Jammu, Jammu (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.