## भारतीय प्रबंधन संस्थान जम्मू

Indian Institute of Management Jammu ओल्ड यूनिवर्सिटी केंपस, केनाल रोड, जम्मू (जम्मू कश्मीर) 180016 भारत Old University Campus, Canal Road, Jammu (J&K) – 180016 India Phone: +91-191-2585837 Email: info@iimj.ac.in Url: www.iimj.ac.in



## **NOTICE INVITING TENDER (NIT)**

# FOR LEASING OUT SPACES FOR RUNNING SHOPS

# AT PERMANENT CAMPUS OF IIM JAMMU JAGTI, JAMMU

NIT Ref No: IIMJ/NIT/Shops/2023-24/06

Dated: 15.05.2023

Tender Document can be downloaded from following websites:

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

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)



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

#### **TABLE OF CONTENTS**

| IE             | NDER SCHEDULE/ BID-DATA SHEET:            | 1   |  |  |  |  |
|----------------|---|-----|--|--|--|--|
| 1.             | BACKGROUND:                               | 3   |  |  |  |  |
| 2.             | OBJECTIVE/ SCOPE OF WORK/ BRIEF DETAILS:  | 3   |  |  |  |  |
| 3.             | GENERAL TERMS AND CONDITIONS:             | 4   |  |  |  |  |
| 4.             | SPECIAL TERMS AND CONDITIONS:             | 13  |  |  |  |  |
|                | 4.1 FOR CAFE/ RESTAURANT:                 | 13  |  |  |  |  |
|                | 4.2 FOR FRUIT AND JUICES SHOP:            | 15  |  |  |  |  |
|                | 4.3 FOR AMUL SHOP:                        | 15  |  |  |  |  |
|                | 4.4 FOR LAUNDRY/ DRYCLEANERS SHOP:        | 16  |  |  |  |  |
|                | 4.5 FOR SALOON SHOP (UNISEX):             | .17 |  |  |  |  |
|                | 4.6 FOR PHOTOSTAT & STATIONARY SHOP:      | 18  |  |  |  |  |
|                | 4.7 FOR KIRANA/ PROVISION STORE:          | 19  |  |  |  |  |
|                | 4.8 FOR VEGETABLES SHOP:                  | 19  |  |  |  |  |
|                | 4.9 FOR DEPARTMENTAL STORE:               | _   |  |  |  |  |
| 5.             | ELIGIBILITY CRITERIA:                     | 20  |  |  |  |  |
| 6.             | TENDER FEE & EARNEST MONEY DEPOSIT (EMD): | .21 |  |  |  |  |
| 7.             | SUBMISSION OF BID:                        | .22 |  |  |  |  |
| 8.             | BID OPENING:                              | 26  |  |  |  |  |
| 9.             | BID EVALUATION:                           | 26  |  |  |  |  |
| 10.            | AWARD OF CONTRACT:                        | 27  |  |  |  |  |
| 11.            | PERFORMANCE SECURITY DEPOSIT:             | 28  |  |  |  |  |
| 12.            | SPECIAL NOTE FOR SITE VISIT:              | 28  |  |  |  |  |
| ANI            | ANNEXURE-I29                              |     |  |  |  |  |
| ANI            | ANNEXURE-II30                             |     |  |  |  |  |
| ANNEXURE-III32 |   |     |  |  |  |  |
| ANNEXURE-IV    |   |     |  |  |  |  |
| ANI            | ANNEXURE-V34                              |     |  |  |  |  |
| ANI            | ANNEXURE- VI35                            |     |  |  |  |  |
| ANI            | ANNEXURE-VII36                            |     |  |  |  |  |
| ANI            | ANNEXURE-VIII37                           |     |  |  |  |  |



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

#### **NOTICE INVITING TENDER**

## FOR LEASING OUT SPACES FOR RUNNING FOLLOWING SHOPS AT PERMANENT CAMPUS OF IIM JAMMU JAGTI, JAMMU.

NIT Ref No: IIMJ/NIT/Shops/2023-24/06 Dated 15.05.2023.

Indian Institute of Management Jammu, an autonomous body, under the Ministry of Education, Government of India invites tenders for leasing out spaces for running the shops at Permanent Campus of IIM Jammu Jagti, 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                             | :- | 15.05.2023  |
|--|----|---|
| Start date and time of submission of Bid             | :- | 16.05.2023  |
| Last Date and Time for Uploading of Bids             | :- | 30.05.2023 till 03:00 PM  |
| Last Date and Time for receipt of queries            | :- | 23.05.2023 till 6.00 PM  Any query related to this tender may be sent only through email at purchase@iimj.ac.in             |
| Date and Time of Opening of Technical Bids (Cover-I) | :- | 31.05.2023 @ 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)    | :- | 23.05.2023 at 3.00 pm  Location: Institute premises, IIM Jammu campus, Old University Campus Canal Road, Jammu-180016 (J&K) |
| Number of Covers                                     | :- | 02 (Two)- Cover-I (Technical Bid) and Cover-II (Financial Bid)  |
| Place for Submission of Tender                       | :- | Tender Box, Main Building, Indian Institute of Management Jammu, Old University Campus Canal Road, Jammu-180016             |
| Tender Process Fee (Non-refundable) Not exempted     | :- | Rs. 590/- (Rupees Five Hundred and Ninety only) Including GST   |



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

| EMD (Earnest Money Deposit)         | :- | Please refer para 6.1.2.   |
|-------------------------------------|----|--|
| Performance Security Deposit Amount | :- | Amount Equal to Two-Month Shop Rent  |
| Contact detail                      | :- | Chief Administrative Officer, 0191-2585835, cao@iimj.ac.in, Purchase Department: 0191-2585837, purchase@iimj.ac.in |
| Bid Validity                        | :- | 90 days from the date of opening of financial bid  |
| For site visit                      | :- | Any working day up to 4.00 PM  |

#### Note:

- (i) One bidder including his partner/ close relative(s) i.e., son/daughter/father/mother can submit only one NIT and can submit NIT/ Quote only for one shop. If any bidder including his partner/ close relative(s) i.e., son/daughter/father/mother submits more than one NIT or submit NIT/ Quote for more than one shop, all the NITs/ Quotations submitted by that bidder(s) will be rejected.
- (ii) 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.
- (iii) 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.
- (iv) 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



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

#### 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 Byepass, Srinagar-190015 J&K.
- 1.4 The permanent campus of 200 acres is of state-of-the-art campus, at Jagti, 14 Kms. from Jammu City, about 16 Kms. from Jammu Railway Station and 18 Kms. from Jammu Airport. The permanent Campus is a blissful mix of modern architecture, culture and heritage of Jammu and Kashmir.

#### 2. OBJECTIVE/ SCOPE OF WORK/ BRIEF DETAILS:

2.1 IIM Jammu invites tenders / bids from the interested parties/ Vendor/Service Providers who have experienced and currently engaged in the business as per scope of the tender for leasing out spaces for running of the following shop(s) in permanent Campus of IIM Jammu at Jagti, Jammu. The objective of this tender is to cater to the daily needs of the community members such as Students, Faculty/Staff (including family members), residents, Guests, and visitors of IIM Jammu.

| Sr. No | Shop Number                         | Shop Earmarked for          | Shop Area in Sqm                                   |
|--------|-------------------------------------|-----------------------------|--|
| 1.     | Shop No - 1                         | Cafe/ Restaurant            | 47.90 Sqm + 7.00 Sqm = 54.90<br>Sqm (590.94 Sq.ft) |
| 2.     | Shop No - 3                         | Fruit and Fruit Juices Shop | 13.20 Sqm (142.08 Sq.ft)                           |
| 3.     | Shop No - 4                         | Amul Shop                   | 13.20 Sqm (142.08 Sq.ft)                           |
| 4.     | Shop No - 5                         | Laundry/ Drycleaners Shop   | 13.00 Sqm (139.93 Sq.ft)                           |
| 5.     | Shop No - 6                         | Saloon- Shop (Unisex)       | 32.90 Sqm (354.13 Sq.ft)                           |
| 6.     | Shop No - 8                         | Photostat & Stationary Shop | 13.10 Sqm (141.00 Sq.ft)                           |
| 7.     | Shop No - 9 Kirana/ Provision Store |                             | 13.30 Sqm (143.16 Sq.ft)                           |
| 8.     | Shop No - 10                        | Vegetables Shop             | 13.10 Sqm (141.00 Sq.ft)                           |
| 9.     | Shop No - 12                        | Departmental Store          | 47.90 Sqm + 7.00 Sqm = 54.90<br>Sqm (590.94 Sq.ft) |
|        |                                     | ·                           | _  |

Note: Drawing of shopping complex (Shop Area Model) is attached at **Annexure-VIII.** 



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

2.2 **LOCATIONS OF SHOPS:** Permanent Campus of IIM Jammu at Jagti, Jammu.

#### 2.3 THE COMMUNITY MEMBERS includes:

- 2.3.1 Students: Approx. Strength- 800-900
- 2.3.2 Faculty/Staff (including family members): Approx. Strength- 150 + and Their Family Members
- 2.3.3 Residents
- 2.3.4 Guests and Visitors of IIM Jammu
- 2.3.5 In addition to the above the participants for the various residential Programme approximately 500+.

#### 3. GENERAL TERMS AND CONDITIONS:

- 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) subject to satisfactory performance. The Contract period may be extended further accordingly subject to the satisfactory performance or at the discretion of the Competent Authority.
- 3.2 **CONTRACT AGREEMENT:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 500/- (Five 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 conditions will form part of the agreement. The original agreement shall remain with the Institute while a photocopy thereof may be kept by the Vendor/Service Provider.
- 3.3 **SUB-CONTRACTING:** The Vendor/Service Provider shall not assign, sub-contract or sub-let the whole or any part of the contract if any manner. In case of an unavoidable circumstance, the Vendor/Service Provider 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 either party (the Institute or the Vendor/Service Provider).

#### 3.5 MONTHLY RENT AND ELECTRICITY CHARGES FOR LICENSED PREMISES:

- 3.5.1 The Vendor/Service Provider shall be liable to pay Monthly Rent regularly in advance by 10th of each same month for the shop allotted.
- 3.5.2 The Vendor/Service Provider shall also be liable to pay applicable taxes such as GST over and above the rent. IIM Jammu shall raise invoice for monthly rent at the end of each previous month. In case of holiday, the rent should be paid on/by the next working day.
- 3.5.3 In case of failure to pay the Monthly Rent within the stipulated time as aforesaid, the penalty of Rs. 500/- per day may be imposed on the Vendor/Service Provider and the Vendor/Service Provider may not be allowed to open and run the allotted shop until/ unless the dues are cleared.
- 3.5.4 IIM Jammu will provide the electricity connection and water connection (if required) to the Vendor/Service Provider. However, the cost of electricity will be charged from the Vendor/Service Provider on actual consumption basis on sub meter provided and as per rate fixed by IIM Jammu.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 3.5.5 Non-payment of Monthly Rent, the electricity charges within time on regular basis, shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute.
- 3.5.6 There is an upward revision of rent @ 8% on every two years; however, the electricity charges shall be payable as aforesaid at the then prevailing rates.

#### 3.6 TIMING, PRICES, FACILITIES AND SERVICES ETC:

- 3.6.1 The timings for open hours of the shops will be regulated by the Institute as per the requirement.
- 3.6.2 The outlets must be operational minimum 8 hours in a day, and compulsorily on Saturday/ Sunday. The store can remain closed on one of the pre-decided weekdays, the timing and working days of Shops will be decided / regulated by the Institute from time to time, except men's and women's salon where specific timing is mentioned in this document.
- 3.6.3 The Vendor/Service Provider shall maintain the quality in preparation of articles & availability of fresh items. There shall be no compromise with regard to the quality of items to be sold in the shop premises.
- 3.6.4 The daily needs of the IIM Jammu Community Members including students must be addressed timely and efficiently by the Vendor/Service Provider(s).
- 3.6.5 The packed items must be sold at reasonable market price but not above the MRP, and the Price of unpacked items/ Services must be at par with the prevailing rate at the nearby market. It is also expected that the best rates may be offered by allowing appropriate discount on the items being sold.
- 3.6.6 All items declared in the submitted Price List must be available during the working hours of the shop. However, the Institute may add or delete any number of items to the same. In case of a stock out, Items should be sourced and made available to the users at the earliest.
- 3.6.7 The Vendor/Service Provider should display the rates for unpacked items/ services prominently in the shop/ area / premises appropriately.
- 3.6.8 Facility of Payment by BHIM, UPI, Credit/ Debit Card, etc should be made available appropriately.
- 3.6.9 The Vendor/Service Provider shall display price list for the services/items. Further, the Vendor/Service Provider shall also display the information such as **Shop No.**, **Name of the Shop/Outlet**, **Mobile Number**, **Contact Person's Name**, **Timings of the Shop / Outlet: Weekly Off**, **if any:**
- 3.6.10 The shop will be opened throughout the year, however there will be a lean period for the business due to vacation especially during April to June months or due to certain other unforeseen circumstances like covid-19 etc. moreover, exact volume of business is not always linked to average footfalls in the campus. In addition, it is the choice of the community members to avail the services.
- 3.6.11 The Shop shall run effectively and shall not be closed without approval of the Competent Authority. However, the Vendor/Service Provider shall continue to pay



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

the rent and other charges like electricity, water etc. if permission for closing of shop is given by IIM Jammu during the summer vacation and/or term break of students or due to any other circumstances.

- 3.6.12 Proper receipts for amounts paid should be made. Arrangement towards accepting payment through credit, debit cards, through secure payment gateways and applications i.e. Paytm, Bhim, GPay etc should be facilitated. In addition, online / Telephone order booking should be made available. Institute will not be responsible for the non-payment of credit extended to any of the inmates in any form.
- 3.6.13 Weighing should be done only on Electronic Government approved machines with adequate back up machines. Weighing by archaic / tempered instruments is strictly prohibited.
- 3.6.14 If any complaint is received on substandard quality and service, the penalty may be imposed as decided by the competent authority.
- 3.6.15 Shops shall not be kept open beyond the specified times. If the shop remains closed for more than one week without prior permission from the Administrative Officer/ Estate Officer, it will be presumed to have been closed down and shall be considered as a violation of contract agreement. In such cases, notice period of one month shall not be applicable and as such the fresh proposals will be invited for the shop and the entire performance security deposited by the Vendor/Service Provider shall be forfeited.

#### 3.7 QUALITY, HYGIENE & CLEANLINESS:

- 3.7.1 Efficiency, promptness, quality of goods/ service, good behaviour and politeness of the Vendor/Service Provider and his staff are the essence of the contract. The Vendor/Service Provider 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.
- 3.7.2 The Vendor/Service Provider shall maintain the quality in servicing of eatables and availability of fresh items. There shall be no compromise in regard to the quality of items/services to be sold/offered in the Shop.
- 3.7.3 The Vendor/Service Provider will be responsible for cleaning and regular upkeep of the outlet and nearby area.
- 3.7.4 The Vendor/Service Provider shall maintain full hygiene in the Shop, in storage, and servicing of eatables and in keeping the floor, furniture, neat and clean, to maintain the standards and aesthetic values in the Shop. The licensee shall also have to make his own arrangements for safe storage of materials.
- 3.7.5 The premises should be kept well-ventilated and well lit. No display/encroachment is allowed outside the premises.
- 3.7.6 **DISPOSAL OF WASTE/GARBAGE:** The Vendor/Service Provider 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. Necessary arrangement with JMC / Local bodies will be the responsibility of the Vendor/Service Provider. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the IIM JAMMU premises. Dust, waste materials shall be collected in proper bins



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 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 regularly.
- 3.7.7 Pest/rodent control should be done on regularly basis (monthly/ quarterly) to control the harmful insects and rodents.
- 3.7.8 Old/stale and expired items (i.e. beyond expiry date) should not be kept in the shop.
- 3.7.9 Use of plastic tea cups and plastic carry bags is discouraged. Instead, use of Paper bags/plates/cups, environment friendly material is encouraged.

#### 3.8 **DEPLOYMENT OF WORKMEN:**

- 3.8.1 The Vendor/Service Provider shall employ its own staff and shall be responsible for timely payment of their wages/ salary.
- 3.8.2 The Vendor/Service Provider shall engage adequate number of competent and trained staff (male and female), which is considered appropriate for serving the persons occupying the premises.
- 3.8.3 The Vendor/Service Provider shall employ for running the shop only such persons as are careful, skilled, experienced in their trades, dutiful, sober, and well behaved and rules compliant.
- 3.8.4 The Vendor/Service Provider shall neither employ any child labour nor any worker who is below 18 years of age and as prohibited under the law/rules/regulations.
- 3.8.5 The staff employed by the Vendor/Service Provider shall have to be vaccinated, medically fit and kept neat and clean.
- 3.8.6 No female employee shall be allowed to work in the shop during night i.e. beyond 8:00 pm.
- 3.8.7 The workers are expected to be a in clean appearance preferably wearing uniforms while working.
- 3.8.8 All the workers shall invariably carry their ID Cards (to be provided by the Vendor/Service Provider at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
- 3.8.9 The Vendor/Service Provider shall be absolutely responsible for strict adherence of discipline and good conduct by their own self and their workers.
- 3.8.10 The Vendor/Service Provider shall be bound to remove any such worker and disallow him/her from entering into the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
- 3.8.11 The Vendor/Service Provider 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.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 3.8.12 The Vendor/Service Provider shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The Vendor/Service Provider shall be responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the abovementioned matters.
- 3.8.13 The Vendor/Service Provider shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.
- 3.8.14 The Vendor/Service Provider shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
- 3.8.15 It shall be the sole responsibility and liability of the Vendor/Service Provider to carry out the obligations arising out of various labour legislations.
- 3.8.16 The Vendor/Service Provider will be solely responsible for the general discipline and conduct of his staff at the Institute at all times. It may be noted that only verified individuals through mandatory Police verification on submission of such document will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation appropriate penalty will be levied on the Vendor/Service Provider as deemed fit by the Institute.
- 3.9 **DIRECTIVES OF IIM JAMMU:** The Vendor/Service Provider shall adhere to the directives of the Institute/ issued details directions in regard to:
  - 3.9.1 The variation or modification in the menu of eatables including additions/omission or substitution.
  - 3.9.2 The removal from the site of any material thereon by the licensee and the substitution of any other materials thereon.
  - 3.9.3 Removal from the work of any person employed thereupon in terms of the provision provided hereafter.
  - 3.9.4 The shop and product/item/services being offered are subject to inspection (periodic/random) by IIM Jammu.

#### 3.10 COMPLIANCE OF STATUTORY OBLIGATIONS AND OTHER PROVISIONS:

3.10.1 All the Statutory compliances will be the responsibility of the Vendor/Service Provider. The Vendor/Service Provider shall comply with all existing Labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Goods and Service Tax, etc. For any lapse or breach on the part of the Vendor/Service Provider in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Vendor/Service Provider would be fully responsible.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 3.10.2 The Vendor/Service Provider shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the licensee's failure, as well as the Institute's license fee, electricity charges and other dues etc. The licensee shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the performance security deposit.
- 3.10.3 The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities / municipal corporation / courts / forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the licensee or for its illegal actions, the Institute would have the right to realize from the licensee all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
- 3.10.4 Compliance with the Institute rules and Regulations: The Vendor/Service Provider 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.
- 3.10.5 The Vendor/Service Provider would comply with all guidelines / instructions issued by the IIM Jammu besides the Institute orders / instructions of security authorities concerning the security / safety issues and Institute discipline, etc.
- 3.10.6 The Vendor/Service Provider shall ensure that he/she and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.
- 3.10.7 **Safety and Security:** Vendor/Service Provider shall abide by the safety code provisions as per safety code framed from time to time by the government. The firms/Vendor/Service Providers shall maintain the Safety Standards and shall take appropriate fire safety measures at the shop(s) at their own cost.
- 3.10.8 The Vendor/Service Provider shall follow all the rules and regulations as laid down by the Municipal Authorities/State Government/Central Government as applicable.
- 3.10.9 Fire extinguishers of appropriate type and sand buckets etc., should be installed in accessible places and should be in working conditions.

## 3.11 PAYMENTS TERMS FOR THE SERVICES RENDERED BY THE INSTITUTE (Whereas Applicable):

- 3.11.1 IIM JAMMU shall be responsible for the payment of only those services, which will be rendered by the institute. IIM Jammu shall not be responsible for any payment for the services rendered by the students/ faculty/staff/guest. The payment for the services rendered by the students/ faculty/staff/guest shall be taken from the person concerned directly.
- 3.11.2 Bill shall be raised on monthly basis and submit the same succeeding month for payment. IIM Jammu will normally settle the bill within 30 days from the receipt of the bill. However, for delayed payment, the Vendor/Service Provider will not charge any penalty or interest to IIM Jammu.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 3.11.3 The payment under this agreement shall be made on satisfactory completion of job contract services, through NEFT/RTGS/IMPS (online transfer) or through any other mode. The final payment shall, however, be made only after adjusting all the dues / claims of the IIM JAMMU.
- 3.11.4 Bill to be made in the name of Indian Institute of Management Jammu. TDS/ Income Tax etc. are to be deducted at source from the bills of Vendor/Service Provider as per rule. GST No, Pan No and account details should be clearly mentioned on the bill of Vendor/Service Provider.
- 3.12 The Vendor/Service Provider should have dedicated mobile numbers for easy contact.
- 3.13 IIM Jammu will provide only shop space area, the Vendor/Service Provider will be responsible for all other required standard quality infrastructural arrangement for running the shop inclusive the furniture, fixtures, electrical items, crockery, cutlery, glassware, and kitchen utensils, serving ware, linens, all consumables, appliances, and other required arrangement whereas applicable, at their own cost.
- 3.14 Civil, structural modification and Interior Design is permitted subject to the approval of appropriate authorities. Entire expenses for Interior Design should be borne by the Vendor/Service Provider.
- 3.15 The Vendor/Service Provider shall be responsible for the minor repair of shop, if required, during the contract period with prior permission from the Institute.
- 3.16 The Vendor/Service Provider should arrange at its own cost to install AC for summer and adequate heating arrangements for winter, if required.
- 3.17 The Vendor/Service Provider shall use the premises ONLY for which the space/shop has been given by the Institute under the contract and shall not be used for any other purpose/ business without the written consent of the Institute. The use of the premises for other purposes will lead to the suspension/termination of the contract.
- 3.18 The premises shall not be used for residential purposes even for the shop staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the shop/ premises.
- 3.19 The Vendor/Service Provider shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty.
- 3.20 Hanging of hoarding/ advt. board, shall be done as per instruction/ decision of the Institute.
- 3.21 The Vendor/Service Provider should be able to shift to any other suitable place within the campus whenever required (for maintenance or any other circumstances).
- 3.22 The use of the DG set is prohibited. However, if power backup is required, it shall be through UPS mode of appropriate capacity or Silent DG Set only. The cost towards installation of UPS/ Silent DG Set, in the shop will be borne by the Vendor/Service Provider.
- 3.23 The Institute is a totally alcohol and tobacco free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco and alcoholic products. Violation will attract a penalty. Neither any alcoholic / smoking item to be served at shop nor any person will be permitted to consume any alcoholic items at the shop.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 3.24 It will be the responsibility of the Vendor/Service Provider to safeguard the allotted/ its assets. IIM Jammu will not be responsible in any way for loss or damage arising out of unusual occurrences for example voltage fluctuations, seepage of water etc.
- 3.25 The Vendor/Service Provider 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/Service Provider will be responsible for fulfilling the loss occurred.
- 3.26 The Institute shall neither be liable for any damages nor be under any obligation to inform the Vendor/Service Provider. Damage here means to property or individuals. The cost of any kind of damage caused by the Vendor/Service Provider staff shall be borne by the Vendor/Service Provider.
- 3.27 Security of licensed premises, equipment, fittings, and fixtures, furniture, etc. is the responsibility of the Vendor/Service Provider. Any damage to the Institute Infrastructure by the Vendor/Service Provider's team or caused due to their negligence will be repaired or replaced at Vendor/Service Provider's cost and shall attract appropriate penalty.
- 3.28 Any loss to the Campus residents with regard to the services provided by the Vendor/Service Provider

  shall be the responsibility of Vendor/Service Provider only. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
- 3.29 The Vendor/Service Provider shall not tamper with the trees, plants, shrubs, and flowers standing or maintained around the said shop or in other places of the campus. The Vendor/Service Provider shall not make any addition or alteration to the building of the said shop/premises or temper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Institute authorities.
- 3.30 In case, the contract is terminated, or it comes to an end by efflux of time, the Vendor/Service Provider shall handover the vacant possession of the licensed premises within 15 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would attract the penalty of Rs. 40/- per sq. ft. per day basis from 16thday onward and the penal damages.
- 3.31 The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the licensee and the same shall not be subject to challenge. All the goods belonging to the Vendor/Service Provider in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the Vendor/Service Provider in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the Institute as aforesaid.
- 3.32 The Vendor/Service Provider shall maintain and provide all necessary documents, feedback registers and records in connection with the review of performance of shops and other related documents for complying with any statutory requirements and provisions of applicable laws.
- 3.33 In case of vacating the shop, it is the responsibility of the Vendor/Service Provider for removal/dismantling additional structures, constructed by them for their use, if any. In case the Vendor/Service Provider vacate the premises without dismantling /removing the



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

additional structures the cost of dismantling /removing the additional structures shall be adjusted out of the performance security deposit and the balance shall be refunded.

- 3.34 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.
- 3.35 With mutual consent between the IIM Jammu and the Vendor/Service Provider, any other point can be included in the agreement at the time of its execution.
- 3.36 **OTHER TERMS AND CONDITIONS:** Any changes in the terms and conditions of the document can only be made in writing and by mutual agreement. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.
- 3.37 **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 Vendor/Service Provider/ 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. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor/Service Provider/ Firm and not involving the Vendor/Service Provider/ 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. 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.
- 3.38 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.
- 3.39 **ARBITRATION CLAUSE:** In the event of any dispute or difference(s) between the vendee Institute (IIM Jammu) and the Vendor/Service Provider(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.
  - 3.39.1 The venue of the arbitration shall be the place from where the order is issued.
  - 3.39.2 The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
  - 3.39.3 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.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

#### 4. SPECIAL TERMS AND CONDITIONS:

#### 4.1 FOR CAFE/ RESTAURANT:

- 4.1.1 Operation timing of CAFE/ RESTAURANT would be from 8.00 am (day) to 11.00 pm (night) (all seven days in a week). The operational timing may vary as per the requirement of IIM Jammu. Any change like the timing of operation etc. will require the permission of IIM Jammu administration.
- 4.1.2 The food & beverages shall be cooked / prepared, stored (Veg/ Non-Veg separately) and served under hygienic conditions. The Vendor/Service Provider shall ensure that only fresh food is served, and the stale food should not be recycled. Stale food shall be removed from the premises as soon as possible.
- 4.1.3 Supervision of the services and food arrangements during operational hours and maintenance, by arranging, engaging, and deploying of competent qualified experience staff along with the manager is the sole responsibility of the Vendor/Service Provider.
- 4.1.4 The Vendor/Service Provider will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking. Considering safety, the gas cylinders are to be kept in the designated area of shop only.
- 4.1.5 Maintenance, repair and cleaning of cooking equipment, fridge, hoods etc. will be the responsibility of the Vendor/Service Provider at their own cost.
- 4.1.6 The Vendor/Service Provider shall employ its own restaurant staff, provide them clean uniforms at its own cost and shall be responsible for timely payment of their wages/ salary directly in their bank accounts. The Vendor/Service Provider will also be responsible for statutory payments as per rules in force from time to time. IIM Jammu shall not be responsible in any manner in this regard.
- 4.1.7 The Vendor/Service Provider will ensure that the cooks have proper shave and clipped nails while cooking food and should wear clean apron and headgear maintaining all hygienic conditions while cooking and servicing. The Vendor/Service Provider's employees handling and serving food items should wear plastic/ rubber gloves. Mandatory to wash hands with soap after use of the rest rooms and before cooking food. Ensure all the employees are free of any contagious diseases or ailments.
- 4.1.8 The Vendor/Service Provider shall use all fresh and of standard/ good quality raw material, eatables, veg and non-veg food items, oils, etc. necessary for running the restaurant at its own cost.
- 4.1.9 The oil/ ghee and all other ingredients to be used in the restaurant shall be from amongst the reputed brands as suggested by the committee. It should have FSSAI/ FPO/ AGMARK marking.
- 4.1.10 All bakery and confectionery items should be marked with its rate and expiry in the counter by the Vendor/Service Provider.
- 4.1.11 The Vendor/Service Provider should not keep any food items for sale which has already surpassed the date of expiry.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 4.1.12 Use of Baking Soda/ MSG or any other preservative in the restaurant shall be strictly prohibited. Any violation shall attract a serious penalty, including termination of the contract.
- 4.1.13 Quality of food/ services provided will be inspected/ checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine/ penalty, as decided by the institute.
- 4.1.14 The Vendor/Service Provider shall provide adequate number of covered dust bins to ensure proper disposal of garbage. The garbage should be disposed of regularly at directed locations without fail by the Vendor/Service Provider at its own cost as per the institute norms.
- 4.1.15 The Vendor/Service Provider will ensure a high standard of cleanliness, hygiene and sanitation in the restaurant premises at its own cost. The Vendor/Service Provider will make the arrangements for keeping all eatables in a covered showcase, free from flies, insects and rodents.
- 4.1.16 There should not be any littering of unused food or any other articles within the restaurant. The Vendor/Service Provider will also ensure that no used utensils like cups, plates, spoons etc. are lying in the passage/ staircase/ corridor/ campus and these should be removed immediately by the Vendor/Service Provider.
- 4.1.17 The Vendor/Service Provider will ensure that the cooked and uncooked food is stored properly, and no stale food is served in the restaurant. In case of any food poisoning, the Vendor/Service Provider will be held solely responsible and will be penalized besides legal action as appropriate.
- 4.1.18 Unrefrigerated cooked food not consumed within suitable time shall be deemed to be stale and unfit for consumption. Stale food should be removed from the restaurant premises immediately.
- 4.1.19 The Service provided is required to ensure no reuse of leftover food from the previous day. Leftover food should be disposed of appropriately, within one hour of the completion of the relevant service hours.
- 4.1.20 The food shall neither be too spicy nor oily. The food preparation shall be wholesome and shall generally cater to the taste of the students/ employees of the institute.
- 4.1.21 RO/ Filtered/ Bottled water (Reputed Brand Only) is only to be served to all the community members. The RO/ Filtered water is to be served free of cost. Installation of RO/Filter (Reputed Brand Only) shall be done by the Vendor/Service Provider on its own cost.
- 4.1.22 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.
- 4.1.23 The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all times.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 4.1.24 The Vendor/Service Provider will be required to display the approved rate list of all the food articles, soft drinks, tea, coffee, juice, bakery items etc. sold in the restaurant, prominently including taxes. Any increase or overcharging if found to be true, shall make the Vendor/Service Provider liable to pay fine as decided by the institute or termination of contract or both.
- 4.1.25 The Vendor/Service Provider will sell the packed items on MRP or below MRP. The cooked items should be sold at standard market rate approved by the institute.
- 4.1.26 No non-recyclable plastic or plastic container are allowed to use in the campus as campus is considered non-plastic zone, failing which penalty will be imposed for each event as decided by the institute. The latest rules of the JSPCB on plastic waste management policy and that of the Institution must be followed.
- 4.1.27 The Vendor/Service Provider shall maintain a neat and hygienic environment in and outside the premises of the restaurant and the institute's authorities will check the restaurant premises periodically. If the committee feels that the premises are not neatly maintained by the Vendor/Service Provider, a penalty of appropriate amount may be levied on the Vendor/Service Provider.
- 4.1.28 In the event of unsatisfactory services rendered by the Vendor/Service Provider, a monetary fine as penalty @ Rs.500/- per day will be imposed for every default during the period of the contract. If the services do not improve subsequently, a monetary fine of Rs.1000/- per day will be imposed for the defaults that will have to be paid by the Vendor/Service Provider within a week on communication from the IIM Jammu failing which will be adjusted against the security deposit.

#### 4.2 FOR FRUIT AND JUICES SHOP:

- 4.2.1 The Vendor/Service Provider is required to provide Fresh Fruits and Juices at par with the prevailing rate at the nearby market.
- 4.2.2 The Vendor/Service Provider shall ensure the storage of Fruit/ Juices in appropriate condition.
- 4.2.3 Operation timing of SHOP would be from 8.00 am (day) to 09.00 pm (night) (all seven days in a week). The operational timing may vary as per the requirement of IIM Jammu. Any change like the timing of operation etc. will require the permission of IIM Jammu administration.

#### 4.3 FOR AMUL SHOP:

- 4.3.1 The Vendor/Service Provider is required to provide all AMUL packed products such as Amul Milk (All kind), Amul Dahi, Amul Butter, Amul Cheese, Amul Paneer, Amul Ghee, Amul Fresh Cream, Amul Ice Cream, Amul Beverage Range etc.
- 4.3.2 All the products of AMUL and their all their variants must always be available in the shop.
- 4.3.3 Operation timing of SHOP would be from 8.00 am (day) to 09.00 pm (night) (all seven days in a week). The operational timing may vary as per the requirement of IIM Jammu. Any change like the timing of operation etc. will require the permission of IIM Jammu administration.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

#### 4.4 FOR LAUNDRY/ DRYCLEANERS SHOP:

- 4.4.1 The Vendor/Service Provider is required to provide LAUNDRY/ DRYCLEANERS services to the community members such as Students, Faculty/Staff (including family members), residents, Guests, and visitors of IIM Jammu.
- 4.4.2 Operation timing of SHOP would be from 8.00 am (day) to 09.00 pm (night) (all seven days in a week). The operational timing may vary as per the requirement of IIM Jammu. Any change like the timing of operation etc. will require the permission of IIM Jammu administration.
- 4.4.3 The charges for providing different laundry services shall be fixed at a nominal rate and should not be sold above standard market price by the Vendor/Service Provider. The final rate will be fixed based on mutual consent between the Institute and the successful Vendor/Service Provider. The price list should be displayed in the shop.
- 4.4.4 The Vendor/Service Provider shall not charge excess rates approved by the Institute. The rates once decided should be strictly adhered to and cannot be changed under any circumstances without prior approval of the Institute. There is a provision of periodical review of rates of laundry services with mutual consent of both the parties.
- 4.4.5 The Vendor/Service Provider shall be required to collect the linen/ towels/ shirts/ pants/ clothes etc. which are being used by the students and at rooms in hostel (students & MOP), guest houses, administration block, residence etc. of institute for wash / dry / iron and/ or dry cleaning as the case may be. The material so collected shall be returned within a reasonable prescribed time frame fixed by the institute.
- 4.4.6 The time for collecting clothes from designated places and delivery at the same place are to be decided mutually. Unfavorable weather shall not be ground for any relaxation of the time frame of delivery.
- 4.4.7 Small vehicles will be permitted for collection and delivery. Collection and delivery of female garments shall be done by only lady staff members.
- 4.4.8 The Vendor/Service Provider shall use high quality washing detergents, reagent, disinfectants, softener, whitening agents for maintaining softness and durability of clothes being washed/ dry cleaned. The Vendor/Service Provider shall use only mid scent for the clothes/ fabrics.
- 4.4.9 If any item is delivered damaged/ deteriorated/ torn after being washed/ dried/ treated/ ironed/ dry cleaned by the Vendor/Service Provider, then the clothes shall be rejected by the client/ customer/ competent authority of Institute. In such cases the Vendor/Service Provider shall be liable either to replace the same with fresh ones of same brand and quality or pay for the price of such items at relevant market price. The decision of the institute's authority in this regard shall be final and binding on the Vendor/Service Provider.
- 4.4.10 The Vendor/Service Provider will not be allowed to dry the clothes in the institute's premises. The Vendor/Service Provider should have electro-mechanical washing and drying facility. Washing/ drying by hand shall not be acceptable.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

#### 4.5 **FOR SALOON SHOP (UNISEX):**

- 4.5.1 All standard services provided in salons like hair cutting, hair styling, trimming, shaving, massage, Hair Coloring, facial treatments, beauty services, Regular and Formal Styling etc. should be made available in the salon for customers.
- 4.5.2 The service charges for providing various services must be approved by the IIM Jammu Administration before implementation. The Vendor/Service Provider shall prominently display the rates of services at the shop appropriately.
- 4.5.3 Operation timing of SHOP would be from 7.00 am (day) to 10.00 pm (night) (all seven days in a week). The operational timing may vary as per the requirement of IIM Jammu. Any change like the timing of operation etc. will require the permission of IIM Jammu administration.
- 4.5.4 The Separate arrangement for Male and Female must be done in the saloon as per the industry practice/ norms.
- 4.5.5 Standard companies/ Reputed branded products only will be used in the salon which have no adverse effect/ reaction on the skin.
- 4.5.6 The Vendor/Service Provider must comply with the Sanitation and hazardous chemicals compliance.
- 4.5.7 Saving blades used for one customer should be discarded in appropriate method and new blade should be used for each customer.
- 4.5.8 Old/ stale/ expired items should not be kept in the shop.
- 4.5.9 Care should be taken to avoid injury to customer via sharp objects/ blade/ trimmer during hair cutting etc. Disinfectants like Dettol/ Savlon etc. and first aid measure should be available immediately in the salon.
- 4.5.10 To avoid contamination, tools & equipment should always be sanitized and disinfected between each use. Before disinfecting tools, they should be sanitized with hot soapy water regularly. Every tool and equipment should be cleaned and disinfected. Plus, the salon needs to be sanitized periodically.
- 4.5.11 At all times, the staff of the salon must wear disposable gloves, aprons, closed-toed shoes (and PPE, if required). They must dispose of gloves and get their aprons sterilised after each customer. The Vendor/Service Provider should only use clean, disinfected, and properly stored tools and implements on customers.
- 4.5.12 The Vendor/Service Provider should submit all necessary copies of beautician/ cosmetology certificate of its staff/employee and other certificates, if any issued to them.
- 4.5.13 The charges for providing different salon services shall be fixed at nominal rate and should not be sold above standard market price by the Vendor/Service Provider. The final rate will be fixed based on mutual consent between the Institute and the successful Vendor/Service Provider. The price list should be displayed in the salon.
- 4.5.14 The Vendor/Service Provider shall not charge excess rates approved by the Institute. The rates once decided should be strictly adhered to and cannot be changed under



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

any circumstances without prior approval of the Institute. There is a provision of periodical review of rates of salon services with mutual consent of both the parties.

#### 4.6 FOR PHOTOSTAT & STATIONARY SHOP:

- 4.6.1 The Vendor/Service Provider is required to provide all the stationary items and photocopying services as per general requirement of the community members.
- 4.6.2 The Vendor/Service Provider is required to provide colour and black & white photocopying (A3, A4 size), spiral/comb binding and lamination services as and when required by the students/ faculty/ staff/ institute/ institute's guests as per the following details:
  - 4.6.2.1 **Photocopying (75 GSM paper):-** A4/A3/Legal Size Paper (Single Side/Back to Back duplex)- Black/ Colour.
  - 4.6.2.2 Spiral Binding / Comb Binding with OHP Sheets (Front & Back) of 175 microns: Book containing up to 300 pages or more.
  - 4.6.2.3 Strip Binding / Comb Binding with OHP Sheets (Front & Back) of 175 microns: Book containing up to 300 pages or more.
  - 4.6.2.4 Book Binding Saddle Stitched (Centre Stapled)/ Soft Cover/ Hard Cover (Case Binding): Book containing up to 300 pages or more.
  - 4.6.2.5 **Lamination:** 1/6th size, A4 Size, A3 Size, Foolscap Size, Visiting Card or Identity Card Size.
- 4.6.3 The operating hours shall be from 9.30 am to 9.30 pm on all working days of the institute. If required, any emergency will have to be undertaken at no extra cost.
- 4.6.4 Vendor/Service Provider is required to install good quality / heavy duty Digital Photocopier Machine and Printer of approved models of reputed brands with minimum speed of 35 copies per minute with self-setting options, at IIM Jammu premises to meet day to day requirement of photocopying.
- 4.6.5 Quality of printing and photocopy and non-disruption of services has to be ensured and maintained by the Vendor/Service Provider.
- 4.6.6 Vendor/Service Provider will be responsible for arranging all equipment, periodic service and maintenance of photocopying machine to ensure high standard of consistent quality at his cost.
- 4.6.7 Vendor/Service Provider will be responsible for arranging all relevant supplies including paper, stapler pins, toner and all consumables necessary to run the Photocopier Machine and Printer/ equipment without any hindrance.
- 4.6.8 Vendor/Service Provider shall provide adequate competent full-time staff who will be responsible on site for all aspects of running and managing the facility.
- 4.6.9 In case of Institute Order, security of all documents will be protected and under no circumstances, papers given for photocopy or copies thereof shall be taken out of the premises or given to persons not authorized by IIM Jammu.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 4.6.10 The Vendor/Service Provider shall keep and sell only branded stationery items. If later it is found that substandard items are being sold, the contract shall be cancelled.
- 4.6.11 The charges for photocopy, printing, spiral binding, lamination, etc. shall be fixed at nominal rate and should not be sold above standard market price by the Vendor/Service Provider. The final rate will be fixed based on mutual consent between the Institute and the successful Vendor/Service Provider. The price list should be displayed in the shop.
- 4.6.12 The Vendor/Service Provider shall not charge excess rates approved by the Institute. The rates once decided should be strictly adhered to and cannot be changed under any circumstances without prior approval of the Institute.
- 4.6.13 There is a provision of periodical review of rates of photocopy, printing, lamination, spiral binding etc. with mutual consent of both the parties.

#### 4.7 FOR KIRANA/ PROVISION STORE:

- 4.7.1 The Vendor/Service Provider is required to provide the grocery items which are generally available i.e. cereals, pulses, spices, etc., commonly used cosmetic items and branded & sealed mineral water.
- 4.7.2 Operation timing of SHOP would be from 7.00 am (day) to 10.00 pm (night) (all seven days in a week). The operational timing may vary as per the requirement of IIM Jammu. Any change like the timing of operation etc. will require the permission of IIM Jammu administration.

#### 4.8 FOR VEGETABLES SHOP:

- 4.8.1 The Vendor/Service Provider is required to provide Fresh Vegetables at par with the prevailing rate at the nearby market.
- 4.8.2 Operation timing of SHOP would be from 7.00 am (day) to 8.00 pm (night) (all seven days in a week). The operational timing may vary as per the requirement of IIM Jammu. Any change like the timing of operation etc. will require the permission of IIM Jammu administration.

#### 4.9 FOR DEPARTMENTAL STORE:

- 4.9.1 The Vendor/Service Provider is required to provide the grocery items which are generally available i.e. cereals, pulses, spices, etc., commonly used cosmetic items and branded & sealed mineral water.
- 4.9.2 Operation timing of SHOP would be from 8.00 am (day) to 10.00 pm (night) (all seven days in a week). The operational timing may vary as per the requirement of IIM Jammu. Any change like the timing of operation etc. will require the permission of IIM Jammu administration.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

#### 5. ELIGIBILITY CRITERIA:

- 5.1 The bidder should be an Individual/ Sole-Proprietor/ Partnership Firm/ LLP/ Pvt. Ltd. Company. Affidavit/ Partnership Deed/ Registration of Certificate etc.as the case maybe should be submitted.
- 5.2 The bidder should have Trade License issued by the appropriate Authority to carry out the similar business. Firms Establishment/ Registration Certificate, etc. to be attached. If Applicable.
- 5.3 The Vendor/Service Provider should be a registered and licensed Vendor/Service Provider 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. If Applicable.
- 5.4 The Vendor/Service Provider should have PAN Number. Copy of PAN Number to be attached.
- 5.5 The Vendor/Service Provider should have GST Registration. Copy of GST registration certificate / Declaration (in case of not crossing the threshold Limit) to be attached.
- 5.6 The Vendor/Service Provider must have had a minimum average annual turnover as per following details 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.

| Sr. No | Shop<br>Number | Shop Earmarked for          | Minimum average annual turnover 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. |
|--------|----------------|-----------------------------|---|
| 1.     | Shop No - 1    | Cafe/ Restaurant            | Rs. 25 lakh (Rupees Twenty Five Lakh only) Per Annum  |
| 2.     | Shop No - 3    | Fruit and Fruit Juices Shop | Not Applicable  |
| 3.     | Shop No - 4    | Amul Shop                   | Rs. 15 lakh (Rupees Fifteen Lakh only) Per Annum  |
| 4.     | Shop No - 5    | Laundry/ Drycleaners Shop   | Not Applicable  |
| 5.     | Shop No - 6    | Saloon- Shop (Unisex)       | Rs. 05 lakh (Rupees Five Lakh only)<br>Per Annum  |
| 6.     | Shop No - 8    | Photostat & Stationary Shop | Rs. 05 lakh (Rupees Five Lakh only)   |
| 7.     | Shop No - 9    | Kirana/ Provision Store     | Rs. 05 lakh (Rupees Five Lakh only)   |
| 8.     | Shop No - 10   | Vegetables Shop             | Not Applicable  |
| 9.     | Shop No - 12   | Departmental Store          | Rs. 25 lakhs (Rupees Twenty-Five Lakh only) Per Annum   |

The Vendor/Service Provider must submit a duly signed certificate with membership number from Chartered Accountant (CA) clearly showing financial year-wise turnover. The Vendor/Service Provider should also attach a copy of ITR/ profit loss statement/ balance sheet certified by a Chartered accountant.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 5.7 The Bidder shall have at least two years' experience of running a similar type of Shop in line with the scope of this document. The details of work experience to be submitted as per **Annexure-IV** on the letter head mentioning the details of its shop/ similar business/ trade/ shops at other locations, year of operation, staff strength etc. The preference shall be given to the Bidders who have experience of running shops of similar business in educational institutions. This Para is not applicable for Fruit/Fruit Juices Shop, Laundry/ Drycleaners Shop and Vegetables Shop.
- 5.8 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.
- 5.9 There should be no legal case pending against the Individual/ Proprietor / Firm / Partner or the Company (The Vendor/Service Provider). An undertaking must be enclosed in this regard.

### 6. TENDER FEE & EARNEST MONEY DEPOSIT (EMD):

- 6.1 The Bidder should submit Tender Fee (Non-Refundable / Not Exempted) and Earnest Money Deposit (EMD) separately payable in the form of two separate Demand Drafts from any scheduled commercial Bank in favor of 'Indian Institute of Management Jammu' payable at Jammu.
  - 6.1.1 **Tender Fee for All:** Rs. 590/- (Rupees Five Hundred and Ninety only) Non-Refundable / Not-Exempted.
  - 6.1.2 **Earnest Money Deposit (EMD) Amount:** Shop-wise details of Earnest Money Deposit (EMD) Amount are as under:

| Sr.<br>No | Shop<br>Number   | Shop Earmarked for          | Earnest Money Deposit (EMD)<br>Amount                       |
|-----------|--|-----------------------------|---|
| 1.        | Shop No - 1  | Cafe/ Restaurant            | Rs. 12,500/- (Rupees Twelve Thousand and Five Hundred only) |
| 2.        | Shop No - 3  | Fruit and Fruit Juices Shop | Rs. 3,000/- (Rupees Three Thousand Only)                    |
| 3.        | Shop No - 4  | Amul Shop                   | Rs. 3,000/- (Rupees Three Thousand Only)                    |
| 4.        | Shop No - 5  | Laundry/ Drycleaners Shop   | Rs. 3,000/- (Rupees Three Thousand Only)                    |
| 5.        | Shop No - 6 Saloon- Shop (Unisex) Rs. 7,500/- (Rupees Seven Thouand Five Hundred only) |                             | Rs. 7,500/- (Rupees Seven Thousand and Five Hundred only)   |
| 6.        | Shop No - 8  | Photostat & Stationary Shop | Rs. 3,000/- (Rupees Three Thousand Only)                    |
| 7.        | Shop No - 9  | Kirana/ Provision Store     | Rs. 3,000/- (Rupees Three Thousand Only)                    |



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

| Sr.<br>No | Shop<br>Number | Shop Earmarked for | Earnest Money Deposit (EMD)<br>Amount     |
|-----------|----------------|--------------------|---|
| 8.        | Shop No - 10   | Vegetables Shop    | Rs. 3,000/- (Rupees Three Thousand Only)  |
| 9.        | Shop No - 12   | Departmental Store | Rs. 12000/- (Rupees Twelve Thousand Only) |

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 **Refund of EMD:** The EMD will be refunded without any interest to the unsuccessful Bidders only after the Tenders are finalized.

#### 7. SUBMISSION OF BID:

- 7.1 Bidders are required to submit their bids under **Two Bid System** Technical Bid (Part-I) & Financial Bid (Part-II). Both the bids (Technical and Financial) duly signed Authorised Signatory should be submitted in two separate sealed envelopes as described below:
  - 7.1.1 Envelope 1: containing Technical Bid in Annexure-II duly completed in all respects all relevant documents and the envelope should be super-scribed in bold letters with the statements 'TECHNICAL BID FOR RUNNING A SHOP OF............................ (Shop Name) at SHOP No:....., AT PERMANENT CAMPUS OF IIM JAMMU, JAGTI, JAMMU'.
  - 7.1.2 Envelope 2: containing the Financial Bid, as prescribed in the Annexure-V and the envelope should be super-scribed in bold letters with the statements 'FINANCIAL BID FOR RUNNING A SHOP OF.................. (Shop Name) at SHOP No:....., AT PERMANENT CAMPUS OF IIM JAMMU, JAGTI, JAMMU'.

Chief Administrative Officer, Indian Institute of Management Jammu, Old University Campus, Canal Road, Jammu- 180016.

7.2 The bidder is expected to examine all instructions, Forms, Annexures, Terms & Conditions in the NIT document. Failure to furnish all information required by the NIT document or



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

submission of an NIT not substantially responsive to the NIT document in every respect will be at the bidder's risk and may result in rejection of his bid.

- 7.3 No alterations should be made in any of the contents of the bid document by scoring out/removing any pages online/editing the contents of the bid document etc. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms & conditions listed in this part are liable to be rejected.
- 7.4 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 proposal will be considered incomplete and hence, summarily rejected.
- 7.5 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.
- 7.6 Bids must reach on or before the closing time and date as indicated in the beginning of this document. Any bid received after closing date/time shall not be considered.
- 7.7 Bids received by REGISTERED POST/SPEED POST/COURIER/BY HAND (dropped in the Box entitled 'Purchase Section') will only be accepted. Bids received by any other mode like FAX, EMAIL etc will not be accepted. IIM Jammu will not be responsible for any postal delay.
- 7.8 Bids not submitted, as per the above Performa will be summarily rejected.
- 7.9 One bidder including his partner/ close relative(s) i.e., son/daughter/father/mother can submit only one NIT and can submit NIT/ Quote only for one shop. If any bidder including his partner/ close relative(s) i.e., son/daughter/father/mother submit more than one NIT or submit NIT/ Quote for more than one shop, all the NITs/ Quotations submitted by that bidder(s) will be rejected.
- 7.10 The bid should be clear and without any condition. Conditional bids shall be summarily rejected.
- 7.11 **Pre-Bid Meeting**: A Pre-bid meeting will be held, in the Institute premises, IIM Jammu campus, Old University Campus Canal Road, Jammu-180016 (J&K). Bidders/Representatives are invited to attend the meeting to clarify doubts that may arise before submission of the bids. Such attendees have to produce a letter of authorization from their firm (or firms they are representing) for attending the Pre-bid meeting. Bidders are requested to email at purchase @iimj.ac.in) the doubts prior to the pre bid meeting, if possible, to enable us to clarify the doubts in the pre-bid meeting itself. Maximum of two representatives per bidder will be permitted to attend Pre-Bid Meeting, subject to the submission of valid authorization letter.
- 7.12 **Financial Bid:** The premium should be quoted in INR in the prescribed format as per **Annexure-VI**.
- 7.13 The monthly rent amount per month is fixed @ Rs. 42.18 per square feet per month. Details of Minimum amount per month are as under:



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

| Sr.<br>No | Shop<br>Number                           | Shop Earmarked for                                  | Minimum Amount of Rent Per<br>Month @ Rs. 42.18/- per Sq.ft + GST |  |  |
|-----------|--|---|---|--|--|
| 1.        | Shop No - 1                              | Cafe/ Restaurant                                    | Rs. 24,926/-  |  |  |
| 2.        | Shop No - 3                              | Shop No - 3 Fruit and Fruit Juices Shop Rs. 5,993/- |   |  |  |
| 3.        | Shop No - 4                              | Amul Shop   | Rs. 5,993/-   |  |  |
| 4.        | 4. Shop No - 5 Laundry/ Drycleaners Shop |   | Rs. 5,902/-   |  |  |
| 5.        | Shop No - 6                              | Saloon- Shop (Unisex)                               | Rs. 14,937/-  |  |  |
| 6.        | Shop No - 8                              | Photostat & Stationary Shop                         | Rs. 5,947/-   |  |  |
| 7.        | Shop No - 9                              | Kirana/ Provision Store                             | Rs. 6,038/-   |  |  |
| 8.        | Shop No - 10                             | Vegetables Shop                                     | Rs. 5,947/-   |  |  |
| 9.        | Shop No - 12                             | Departmental Store                                  | Rs. 24,926/-  |  |  |

- 7.14 The bidder has to quote at least the minimum monthly rent amount as mentioned above. The bid with the lower monthly rent amount than the minimum monthly rent amount shall not be accepted.
- 7.15 Applicability of GST on monthly rent as per the extant rules of the Govt. of India. GST shall be charged extra on the monthly rent.
- 7.16 The bidders are requested to note that there will be a lean period for the business due to vacation, especially during April to June months or due to certain other unforeseen circumstances like COVID-19 etc. the bidders are requested to quote the rate anticipating such unforeseen circumstances. Moreover, the exact volume of business is not always linked to average footfalls in the campus. in addition, it is the choice of the community members to avail the services of the Vendor/Service Providers as mentioned in the NIT.
- 7.17 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.
- 7.18 **Bid Validity:** The bids shall remain valid for a period of 90 days from the date of opening of technical bids. 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.
- 7.19 Any change/corrigendum/extension of closing/ opening dates in respect of this tender shall be issued through website only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit IIM Jammu website for updates.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 7.20 Application of Tender as submitted by a bidder shall become the property of IIM Jammu and IIM Jammu shall have no obligation to return the same to the bidder.
- 7.21 Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose only. Retention of this NIT signifies the bidder(s) agreement to treat the information as confidential. The bidder(s) must agree to bear all costs related to the preparation of their proposal.
- 7.22 The application for tender does not entitle any bidder for automatic grant of award.
- 7.23 Institute may ask the Vendor/Service Provider to submit any other certificate/document as it may deem fit.
- 7.24 List of documents to be submitted with the application (as applicable): The Technical Bid and relevant documents should be as per sequence mentioned as below, without which the tender will be considered incomplete and hence, summarily rejected.
  - a) Index/ Compliance Sheet as per Annexure-I.
  - b) Technical Bid/ Bidder Profile as per Annexure-II.
  - c) Demand Drafts of Tender Fee and EMD.
  - d) Tender Acceptance Letter as per **Annexure-III.**
  - e) Copy of Trade License issued by the appropriate Authority to carry out the similar business. If Applicable.
  - f) Copy Affidavit/ Partnership Deed/ Company/ or Firm Registration of Certificate. If Applicable.
  - g) Copy of Appropriate documents/certificates issued from appropriate authorities of FSSAI. If Applicable.
  - h) Copy of Permanent Account Number (PAN) in the name of the individual/ firm.
  - Copy of GST Registration Certificate / Declaration (in case of not crossing the threshold Limit).
  - j) Copy of Adhar Card, In Case of Individual.
  - k) Proof of Eligibility Criteria related to Turnover. Certificate of Chartered Accountant for Turnover. If Applicable.
  - I) Details of work experience (as per Annexure-IV) in support of Experience related eligibility criteria Along with the valid proof. If Applicable.
  - m) MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER as per **Annexure-V**.
  - n) Self-Declaration about Non-Black Listing as per Annexure-VI.
  - o) Undertaking regarding no legal case pending against the Proprietor / Firm / Partner or the Company (The Vendor/Service Provider).
  - p) Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.

All other documents, as required in terms of the tender, to claim eligibility.

7.25 The Submission of bids does not entitle any Vendor/Service Provider for automatic grant of award.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 7.26 Any enquiry after submission of the proposal will not be entertained.
- 7.27 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 Vendor/Service Provider/ Firm / Company who resort to canvassing will be liable for rejection without any further reference.
- 7.28 IIM JAMMU reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
- 7.29 In case the bidders/ successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/ Performance Security shall be forfeited.
- 7.30 False declaration/ documents will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

#### 8. BID OPENING:

- 8.1 The bids will be opened by a Tender Process Committee duly constituted for this purpose. Online bids (complete in all respect) received will be opened as mentioned at "Tender Schedule" in presence of bidder's 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. In the primary screening, technical bid of only those who satisfy the eligibility criteria will be 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:

- 9.1 **Selection of successful bidder** The bidder, who will offer the Highest Rent (H1) monthly rent, will be declared as the successful Vendor/Service Provider and will be considered for award of contract.
- 9.2 In the event of receiving more than one financial bid quoting the same highest rent, the final selection of successful bidder shall be made in the following manner: -
  - 9.2.1 The one with the highest experience.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 9.2.2 If more than one bid having the same total experience at clause (a), then the one having highest turnover during the last 3 years put together.
- 9.2.3 If more than one bidder having the same turnover at clause (b), then by "Draw of Lots".
- 9.3 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.
- 9.4 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.
- 9.5 Proposal, who do not fulfil any of the above conditions, not in prescribed format, unsigned or are incomplete in any respect or conditional bids are liable for rejection.
- 9.6 Any act on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- 9.7 The Bidder has not and will not seek to influence any decisions of IIM Jammu during the evaluation process or engage in any uncompetitive behaviour or other practice which may deny legitimate business opportunities to other Bidders.
- 9.8 IIM Jammu reserve the right to reject any or all responses received in response to the Tender without assigning any reason whatsoever or to cancel the Tender at any stage, without assigning any reason whatsoever.
- 9.9 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 The party, whose tender is accepted, will have to sign an agreement within 30 days from the award of contract, failing which the Earnest Money Deposited will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.
- 10.3 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.
- 10.4 The IIM Jammu is not bound to award contract at the Highest quote of rent amount, 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. IIM Jammu reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. In case of first lowest is more than one, then it would be at the discretion of the IIM Jammu.



NIT Ref No: IIMJ/NIT/Shops/2023-24/06

- 10.5 IIM Jammu reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.
- 10.6 The Institute does not guarantee any minimum business or assignment, which will depend on the requirements.

#### 11. PERFORMANCE SECURITY DEPOSIT:

- 11.1 The Successful Vendor/Service Provider is required to furnish Performance Security Deposit Amount equal to two-month of shop rent through NEFT/RTGS/Bank Draft in Favour of 'Indian Institute of Management Jammu' Payable at Jammu within 15 days of award of contract.
- 11.2 Earnest Money Deposit of the Bidder whose offer is accepted will be converted into the Performance Security Deposit and the Vendor/Service Provider has to deposit the balance amount of the Performance Security Deposit.
- 11.3 Earnest Money Deposit shall be forfeited, if bidder fails to deposit the PERFORMANCE SECURITY AMOUNT in accordance with the terms and conditions of the tender.
- 11.4 In case of breach of contract, PERFORMANCE SECURITY AMOUNT shall be forfeited, and the Vendor/Service Provider shall be blacklisted for such period as decided by the competent authority in addition to termination of the contract.
- 11.5 The Performance Security Deposit Amount shall be refunded without interest on completion of contract including any extension thereon.

#### 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 Vendor/Service Provider 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 Vendor/Service Provider)

| Sr. | Document Name   | Compliance | Page N | No | Remarks |
|-----|---|------------|--------|----|---------|
| No  |   | (Yes / No) | From   | То |         |
| 1.  | Technical Bid/ Bidder Profile As per Annexure - II  |            |        |    |         |
| 2.  | Proof of Tender Fee and EMD.  |            |        |    |         |
| 3.  | Tender Acceptance Letter as per Annexure-III.   |            |        |    |         |
| 4.  | Copy of Trade License issued by the appropriate Authority to carry out the similar business. If Applicable.                                   |            |        |    |         |
| 5.  | Copy of Affidavit/ Partnership Deed/ Company/ or Firm Registration of Certificate. If Applicable.   |            |        |    |         |
| 6.  | Copy of Appropriate documents/certificates issued from appropriate authorities of FSSAI. If Applicable.                                       |            |        |    |         |
| 7.  | Copy of Permanent Account Number (PAN), in the name of the Individual/ Firm.  |            |        |    |         |
| 8.  | Copy of GST Registration Certificate/ Declaration (in case of not crossing the threshold Limit).  |            |        |    |         |
| 9.  | Copy of ADHAAR CARD, In Case of Individual.   |            |        |    |         |
| 10. | Proof of Income / Turnover to claim the eligibility related to Turn Over (CA Certificate). If Applicable                                      |            |        |    |         |
| 11. | Detail of Experience as per <b>Annexure-IV</b> . along with the valid proof. If Applicable  |            |        |    |         |
| 12. | MANDATE FORM FOR Electronic Fund Transfer/<br>RTGS TRANSFER As per <b>Annexure- V.</b>  |            |        |    |         |
| 13. | Self-Declaration about Non-Black Listing <b>as per Annexure-VI.</b>   |            |        |    |         |
| 14. | Undertaking regarding no legal case pending against the Individual/ Proprietor / Firm / Partner or the Company (The Vendor/Service Provider). |            |        |    |         |
| 15. | Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.   |            |        |    |         |

|     | •   |  |  |
|-----|---|--|--|
| 2.  | Proof of Tender Fee and EMD.  |  |  |
| 3.  | Tender Acceptance Letter as per Annexure-III.   |  |  |
| 4.  | Copy of Trade License issued by the appropriate Authority to carry out the similar business. If Applicable.                                   |  |  |
| 5.  | Copy of Affidavit/ Partnership Deed/ Company/ or Firm Registration of Certificate. If Applicable.   |  |  |
| 6.  | Copy of Appropriate documents/certificates issued from appropriate authorities of FSSAI. If Applicable.                                       |  |  |
| 7.  | Copy of Permanent Account Number (PAN), in the name of the Individual/ Firm.  |  |  |
| 8.  | Copy of GST Registration Certificate/ Declaration (in case of not crossing the threshold Limit).  |  |  |
| 9.  | Copy of ADHAAR CARD, In Case of Individual.   |  |  |
| 10. | Proof of Income / Turnover to claim the eligibility related to Turn Over (CA Certificate). If Applicable                                      |  |  |
| 11. | Detail of Experience as per <b>Annexure-IV.</b> along with the valid proof. If Applicable   |  |  |
| 12. | MANDATE FORM FOR Electronic Fund Transfer/<br>RTGS TRANSFER As per <b>Annexure- V</b> .   |  |  |
| 13. | Self-Declaration about Non-Black Listing <b>as per Annexure-VI.</b>   |  |  |
| 14. | Undertaking regarding no legal case pending against the Individual/ Proprietor / Firm / Partner or the Company (The Vendor/Service Provider). |  |  |
| 15. | Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.   |  |  |

| Place:                         |                              |
|--------------------------------|------------------------------|
| Date: Vendor/Service Provider) | (Signature with stamp of the |

#### **TECHNICAL BID/ BIDDER PROFILE**

(To be submitted on the letterhead of the Vendor/Service Provider/ Firm)

Copies of all supporting documents duly signed and stamped by the Vendor/Service

Provider in support of below particulars must be attached along with this checklist.

| 1.  | Name of the Vendor/Service Provider (In Block Letters)   | :: |                                      |
|-----|--|----|--------------------------------------|
| 2.  | Father Name (If Individual)  | :: |                                      |
| 3.  | Address: (With telephone no. & email address)  | :: | Address:                             |
|     |  |    | Mobile No:<br>Email ID:              |
| 4.  | Address of Jammu (With telephone no. & email address)  | :: | Address:                             |
|     |  |    | Mobile No:<br>Email ID:              |
| 5.  | Status of the Vendor/Service Provider (Individual/ Proprietary/ Partnership/ Pvt. Ltd./ Public Ltd. Company) | :: |                                      |
| 6.  | Year of incorporation /constitution of the Firm  | :: |                                      |
| 7.  | Registration No./Trade License No (Issue Date and Validity Date).  | :: |                                      |
| 8.  | FSSAI license No (Issue Date and Validity Date) (If Applicable)  | :: |                                      |
| 9.  | PAN No.  | :: |                                      |
| 10. | GST No.  | :: |                                      |
| 11. | ADHAAR CARD NUMBER   | :: |                                      |
| 12. | Authorized Signatory Details/ Contact<br>Person No -1 Details  | :: | Name: Designation: Mobile No: Email: |

| 13. | Details of Contact Person-2 Other that Authorized Signatory:  | :: | Name: Designation: Mobile No: Email:   |
|-----|---|----|--|
| 14. | Total No. of Year of Similar Experience. (Please Attach Proof)  | ።  |  |
| 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). If Applicable. | :: | 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 Vendor/Service Provider 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 letterhead of the Vendor/Service Provider/ 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 'FOR RUNNING SHOPS AT PERMANENT CAMPUS OF IIM JAMMU" vide Tender Ref. No. IIMJ/NIT/SHOPS/2023-24/06

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 Vendor/Service Provider / Firm / Company.
- 6. I/We certify that all information and data furnished and attachments submitted with the application by our The Vendor/Service Provider / 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)

### **ANNEXURE-IV**

### **DETAILS OF EXPERIENCE**

(To be submitted on the letterhead of the bidder)

| Sr.<br>No | Name of the Shop/<br>Business Currently<br>Running (Along with | Details of Goods /<br>Services Offered | Number of<br>Staff | Duration                  |                          |  |  |
|-----------|--|--|--------------------|---------------------------|--------------------------|--|--|
|           | Address, Contact<br>Details and GST<br>Number                  |  |                    | From<br>(DD/ MM/<br>YYYY) | To<br>(DD/ MM/<br>YYY Y) |  |  |
| 1.        |  |  |                    |                           |                          |  |  |
| 2.        |  |  |                    |                           |                          |  |  |
| 3.        |  |  |                    |                           |                          |  |  |
| 4.        |  |  |                    |                           |                          |  |  |
| 5.        |  |  |                    |                           |                          |  |  |
| 6.        |  |  |                    |                           |                          |  |  |

Note: 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 Vendor/Service Provider/ Firm)

The Chief Administrative Officer Indian Institute of Management Jammu Jammu

Date: //

|            | b: Authorization for re  |         |                | -                  |       | / dues              | fro           | m In           | dian            | Insti         | tute           | of M           | anag          | emei          | nt Ja            | mmu               | thro             | ugh            |   |
|------------|--|---------|----------------|--------------------|-------|---------------------|---------------|----------------|-----------------|---------------|----------------|----------------|---------------|---------------|------------------|-------------------|------------------|----------------|---|
|            | ectronic Fund Transfer   |         |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | Name of the Firm/C   | -       | -              |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
| 2.         |  |         |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | City   |         |                |                    |       |                     |               | -              |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | Pin Code   |         |                |                    |       |                     |               | -              |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | E-Mail ID  |         |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | Mob No:  |         |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | Permanent Account N  | umbe    | r              |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
| 3.         | Particulars of Bank  |         |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | Bank Name  |         |                |                    |       |                     | Bra           | anch           | Nam             | ie            |                |                |               |               |                  |                   |                  |                | • |
|            | Branch Place   |         |                |                    |       |                     | Bra           | anch           | City            |               |                |                |               |               |                  |                   |                  |                |   |
|            | PIN Code   |         |                |                    |       |                     | Bra           | anch           | Code            | е             |                |                |               |               |                  |                   |                  |                |   |
|            | MICR No  |         |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                | • |
|            | (9 Digit number appe   |         |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | IFS Code:(11 digit al  | ohanu   | merio          | cod                | le)   |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | Account Type Saving  |         |                | Current Cash Credi |       |                     |               |                |                 | edit          |                |                |               |               |                  |                   |                  |                |   |
|            | Account Number:  | ı       |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                | ė |
| I h<br>not | ECLARATION: ereby declare that the t effected for reasons dian Institute of Manag my account to facilitate | of inc  | omple<br>t Jam | ete o<br>mu r      | r ind | correct<br>onsible. | infoi<br>I al | rmati<br>so ur | on, I<br>nderta | shal<br>ake t | l not<br>to ad | hold<br>vise a | Chie<br>any c | f Adr<br>hang | ninist<br>e in t | trative<br>the pa | e Offi<br>articu | icer,<br>ılars | _ |
| Pla        | ace:   |         |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
| Da         | te:  |         |                |                    |       |                     |               |                |                 |               |                |                |               |               |                  |                   |                  |                |   |
|            | Signature & Sea  | l of th | ne Au          | ıthoı              | izec  | d Signa             | tory          | of t           | he Fi           | rm/C          | Comp           | oany.          | 'Insti        | tute:         |                  |                   |                  |                |   |
| Се         | rtified that particulars f   | urnish  | ed al          | oove               | are   | correct             | ası           | per o          | ur re           | cord          | s              |                |               |               |                  |                   |                  |                |   |
|            | nkers Stamp:<br>gnature of the Author  | ized (  | Offici         | al fr              | om t  | the Bar             | ık            |                |                 |               |                |                | Dat           | e:            |                  |                   |                  | -              |   |

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)

| То   | Date:  |
|--|--|
| Chief Administrative Officer,<br>Indian Institute of Management Jam<br>Old University Campus, Canal Road<br>Jammu-180016 (J&K) |  |
|  | n-Black-Listing for "FOR RUNNING SHOPS AT PERMANENT" vide Tender Ref. No. IIMJ/NIT/SHOPS/2023-24/xx  |
| Sir,   |  |
| Vendor/Service Provider/ company corrupt & fraudulent practices either   | er reference, I/ We hereby declare that presently our firm/ the is having unblemished record and is not declared ineligible for er indefinitely or for a particular period of time by any Central/ector Undertakings, Autonomous Bodies, Academic Institutions |
| not blacklisted/ debarred and not de practices by any Central/ State (   | sently our the Vendor/Service Provider / firm / company is also eclared ineligible for any reason other than corrupt & fraudulent Govt. Department, Public Sector Undertakings, Autonomous Commercial Organizations in last five years from the last date of   |
|  | to be incorrect then without prejudice to any other action that ormance Security may be forfeited in full and the tender if any to led.  |
| Date:  |  |
| Date.  | Yours faithfully,  |
|  | (Name & signature with stamp of the bidder)  |
|  |  |

## **FINANCIAL BID**

| (To be su   | ibmitted on the let        | terhead of the bidde            | ·)                        |  |  |  |  |  |
|---|----------------------------|---------------------------------|---------------------------|--|--|--|--|--|
| Date:   |                            |                                 |                           |  |  |  |  |  |
| NIT for : RUNNING A SHOP OF .   |                            | at Shop No                      |                           |  |  |  |  |  |
| NIT Ref. NO: IIMJ/NIT/Shop/2023   | -24/06                     |                                 |                           |  |  |  |  |  |
| Name of the Bidder/Insurer:   |                            |                                 |                           |  |  |  |  |  |
| Correspondence Address:   |                            |                                 |                           |  |  |  |  |  |
| Tel/Mob No.:  |                            |                                 |                           |  |  |  |  |  |
| Email Id:   |                            |                                 |                           |  |  |  |  |  |
|   |                            |                                 |                           |  |  |  |  |  |
| SI. Particula<br>No.  | ırs                        | Amount Without GST (in Figures) | Amount (in<br>Words)      |  |  |  |  |  |
| Rent per Month for Runr the Institute premises of   | ning the shop in IIM Jammu | ,                               |                           |  |  |  |  |  |
| and monate promises of  |                            |                                 |                           |  |  |  |  |  |
| Note:   |                            |                                 |                           |  |  |  |  |  |
| <ul> <li>i. The monthly rent amount per month is fixed @ Rs. 42.18 per square feet per month. The bidder has to quote at least the minimum monthly rent amount. The bid with the lower monthly rent amount than the minimum monthly rent amount shall not be accepted. Please refer to clause 7.13 for the minimum monthly rent amount.</li> <li>ii. Applicability of GST on monthly rent as per the extant rules of the Govt. of India. GST shall</li> </ul>   |                            |                                 |                           |  |  |  |  |  |
| be charged extra on the mo  |                            |                                 |                           |  |  |  |  |  |
| iii. Selection Method: The bidd<br>as the successful Vendor/S   |                            |                                 |                           |  |  |  |  |  |
| iv. The bidders are requested to note that there will be a lean period for the business due to vacation, especially during April to June months or due to certain other unforeseen circumstances like COVID-19 etc. the bidders are requested to quote the rate anticipating such unforeseen circumstances. Moreover, the exact volume of business is not always linked to average footfalls in the campus. in addition, it is the choice of the community members to avail the services of the Vendor/Service Providers as mentioned in the NIT. |                            |                                 |                           |  |  |  |  |  |
| Declaration   |                            |                                 |                           |  |  |  |  |  |
| I/ We (Name of the Partner/s or Authorized  |                            |                                 |                           |  |  |  |  |  |
| Representative of Bidder) of(Name of the Vendor/Service   |                            |                                 |                           |  |  |  |  |  |
| Provider/ firm/ Vendor/Service Provider) do hereby declare that the entries made here are true  |                            |                                 |                           |  |  |  |  |  |
| to the best of my/our knowled   | lge. IN/e hereby a         | gree to abide by all            | terms and conditions laid |  |  |  |  |  |
| down in tender document.  |                            |                                 |                           |  |  |  |  |  |
| Place:  |                            |                                 |                           |  |  |  |  |  |
| Date:   |                            | (Signature wi                   | th stamp of the bidder)   |  |  |  |  |  |

## **ANNEXURE-VIII**

