



**भारतीय प्रौद्योगिकी संस्थान इंदौर**  
**Indian Institute of Technology Indore**  
सिमरोल, खंडवा रोड, भारत, पिन- 453552  
**Simrol, Khandwa Road, Indore- 453552**

**Bidding Documents for  
Dining and Catering Services at IIT Indore**

**Document to be submitted online  
for  
(Technical & Financial Bid as per Schedule of requirement)**

सहायक कुलसचिव  
(सामग्री प्रबंधन विभाग)  
Assistant Registrar  
(Materials Management Section)



भारतीय प्रौद्योगिकी संस्थान इंदौर  
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Simrol, Khandwa Road, Indore- 453552

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**NOTICE INVITING TENDER  
FOR  
DINING AND CATERING SERVICES AT IIT INDORE**

**Online Tender** is invited by IIT Indore in **Two Bid System** (Technical & Financial) for **Dining and Catering Services at Indian Institute of Technology, Indore** from the service provider/agency/firms/companies having the relevant experience of providing the operational service for running the dining and catering service for around 500 students.

The first part is the **Technical Bid** which consists of technical requirements, scope of service and general terms & conditions and the second part is the **Financial Bid**.

The details are as follows:

| Sl. No. | Name of the Service                        | NIT No. | EMD  |
|---------|--|---------|--|
| 01.     | Dining and Catering Services at IIT Indore | 50      | <p>Rs. 5,00,000/- (Rupees Five Lakh Only)</p> <p>Online EMD Submission: Bidder can submit their EMD online by visiting the below link:<br/><a href="https://www.onlinesbi.sbi/sbicollect/icollecthome.htm">https://www.onlinesbi.sbi/sbicollect/icollecthome.htm</a></p> <p>Performance Security: Within Twenty Days (21) days from the date of the issue of notification of award, the firm has to submit performance security of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) to be submitted from an Indian Scheduled Bank in the form bank guarantee valid upto sixty (60) days beyond the contract period.</p> |

**Note:**

- I. NIT with detailed terms & conditions can be downloaded from websites: <https://www.iiti.ac.in/tender> & <https://eprocure.gov.in/eprocure/app>
- II. The pre-bid report will be uploaded on the institute website & CPP Portal and the same will be a part of the NIT.
- III. All the details/documents pertaining to the NIT such as tender document, pre-bid report, corrigendum, and any further updates shall be available on IIT Indore website, and Central Public Procurement Portal.

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.

For any issues related to tender please contact Material Management Section,

Tel: +91- 0731-660 Ext 3551/3592/3580. Email: [mms@iiti.ac.in](mailto:mms@iiti.ac.in)

Assistant Registrar (MM Section)  
सहायक कुलसचिव  
(सामग्री प्रबंधन विभाग)  
Assistant Registrar  
(Materials Management Section)

**CONTENTS**

| Sl. No.        | Contents  | Page No. |
|----------------|---|----------|
| Chapter- 1     | Schedule of Tender  | 4        |
| Chapter- 2     | Instruction to Bidders  | 5-6      |
| Chapter- 3     | Instructions for Online Bid Submission: <ul style="list-style-type: none"> <li>• Registration</li> <li>• Searching of Tender Documents</li> <li>• Preparation of Bids</li> <li>• Submission of Bids</li> <li>• Assistance to Bidders &amp;</li> <li>• General Instruction to the Bidders</li> </ul> | 7-10     |
| Chapter- 4     | General Terms and Conditions of Tender  | 11-15    |
| Chapter- 5     | Special Terms and Conditions of Tender  | 16-19    |
| Chapter-6      | Pre-Qualification Criteria  | 20-21    |
| Chapter- 7     | Technical Commercial Bid - Part A & B   | 22-26    |
| Chapter- 8     | General Instructions of Dining Menu at IIT, Indore  | 27-29    |
| Chapter- 9     | Rules Pertaining to Functioning at Dining<br>Part – A Rules Pertaining to the Functioning of Dining<br>Part – B Brands of Consumables Permissible in Mess<br>Part – C Penalties for Violation of Rules/ Terms and Conditions  | 30-32    |
| Chapter-10     | Financial Bid   | 33       |
| Annexure-I     | List of Document to be Uploaded with Technical Bid  | 34       |
| Annexure-II    | Bidder's Information  | 35       |
| Annexure-III   | Client Details  | 36       |
| Annexure-IV    | Declaration for Acceptance of Tender Terms and Conditions   | 37       |
| Annexure-V     | Declaration Regarding Clean Track   | 38       |
| Annexure-VI    | Declaration of Annual Turn Over and ITR   | 39       |
| Annexure-VII   | Pre-bid Query Form/Format   | 40       |
| Annexure-VIII  | Work Experience   | 41       |
| Annexure-IX    | Format of Performance Bank Guarantee  | 42       |
| Annexure-X     | Performance Report  | 43       |
| Annexure-XI    | Income Tax Return Details   | 44       |
| Annexure-XII   | Feedback Form and Payment Conditions  | 45       |
| Annexure- XIII | Integrity Agreement   | 46-49    |

**CHAPTER- 1**  
**SCHEDULE OF TENDER**

| Sl. No. | Event  | Date and Time/ Remarks   |
|---------|--|--|
| 01      | Commencement of Downloading of Tender Document   | <b>June 27, 2022</b><br><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and<br><a href="https://www.iiti.ac.in/tender">https://www.iiti.ac.in/tender</a>                                   |
| 02      | Submission of Queries for Pre-bid meeting and Site Visit (Central Dining Hall, IIT Indore) | <b>June 27, 2022 to July 05, 2022 up till 05:00 pm.</b><br><b>Site visit timings -</b> between Monday to Saturday during 10:00 am to 05:00 pm only.  |
| 03      | Date & Time of Pre-Bid Meeting #   | <b>July 07, 2022, at 03:00 pm</b>  |
| 04      | Venue for Pre-Bid Meeting  | <b>Materials Management Section</b><br><b>4th Floor, Abhinandan Bhawan (West Wing)</b><br><b>Indian Institute of Technology, Indore</b><br><b>Khandwa Road, Simrol,</b><br><b>Indore-453552,</b>                                   |
| 05      | Date of Pre- Bid Report upload at CPP Portal and Institute Website                         | <b>July 12, 2022</b>   |
| 06      | Bid Submission Start Date  | <b>July 12, 2022</b>   |
| 07      | Last date & Time of Submission of Bids Online (Technical and Financial Bid)                | <b>July 28, 2022 up till 03:00PM, (IST)</b><br>Please refer NIT Documents  |
| 08      | Date & Time of Opening of Technical Bids   | <b>July 29, 2022, at 03:00 PM, (IST)</b><br>Please refer NIT Documents   |
| 09      | All communications with respect to the tender shall be addressed to:                       | <b>Assistant Registrar, MM Section</b><br>4th Floor, Abhinandan Bhawan (West Wing),<br>Indian Institute of Technology, Indore<br>Khandwa Road Simrol, Indore- 453552<br>Tel.: 0731-660 Ext 3551/3580/3592<br>Email: mms@iiti.ac.in |
| 10      | For any assistance required  | <b>CPP Portal website: <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></b><br><b>CPP Portal Help Desk Toll-Free No.:</b><br><b>18002337315, 180030702232</b>  |

**# Note:**

- Pre-bid meeting is essential for vendors to attend for better comprehension of Institute's requirements.
- Prospective bidders are advised to submit their doubts/questions/clarifications as per Annexure-VII, if any, bearing tender no., title and marked "Queries for Pre-Bid Meeting" through Mail, (Mail ID: mms@iiti.ac.in & swapnil@iiti.ac.in) as per the schedule mentioned above.
- If the tender doesn't open on the above mentioned date, because of any unforeseen circumstances, then the next working day will be considered as the tender-opening date.

Assistant Registrar  
MM Section, IIT, Indore

सहायक कुलसचिव  
(सामग्री प्रबंधन विभाग) Page | 4  
Assistant Registrar  
(Materials Management Section)

**CHAPTER- 2**  
**INSTRUCTIONS TO THE BIDDERS**

1. The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.
2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are requested to submit the copies of their bids electronically (digitally) on CPP Portal, using valid Digital Signature Certificates. More useful information regarding submission of the online-bids is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) on the CPP Portal.
3. The Bidders are requested to read and tender document carefully and ensure all the compliance with instructions herein. Non-Compliance of the instructions contained in this document may disqualify the bidders from the tender process.
4. **For Registration:** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “**Click here to Enroll**”. Enrolment on the CPP Portal is free of charge.
5. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.
6. IIT Indore reserves the right to reject any tender/bid wholly or partly without assigning any reason/justification to any.
7. The Technical Evaluation Committee constituted by the IIT Indore shall have the right to verify the particulars furnished by the bidder independently.
8. Tenderer shall take into account all costs including kitchen equipment's, utensils and other items required to run the mess at site i.e. IIT Indore before quoting the rates. In this regard no claim for any extra payment/work for any reason shall be entertained.
9. Place of Service- Central Dining, IIT Indore, Khandwa Road, Simrol, Indore PIN 453552.
10. All the documents & price bid to be uploaded as per this NIT are to be digitally signed by the bidder.
11. The Bidder(s) may note that **ONLINE BIDS will ONLY be accepted**. All the requisite supporting documents mentioned in the NIT must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. **The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.**
12. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents Incomplete bid shall be liable to be rejected. The conditions of tender shall be governed by the details contained in complete bid document.

13. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IIT Indore reserves the right to accept or reject any or all the bids at any stage.
14. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- <http://eprocure.gov.in>

  
**Assistant Registrar**  
**MM Section**  
**IIT, Indore**

**CHAPTER - 3**  
**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As a part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 7) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 8) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 9) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum/prebid report published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the NIT / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor valid certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

***Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

### SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload\ the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be liable to be rejected. **The service provider should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



### ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

### GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
- 4) The bids should be in computer printouts or neatly typed and submitted online complying the guidelines of CPP Portals. The bidder's name and signature should appear on each page of the bid document.
- 5) Tenderer who has downloaded the tender from the Institute's website and Central Public Procurement Portal (CPPP) shall not tamper/modify the tender document including downloaded Financial Offer template in any manner. In case if the same found tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited, and tenderer is liable to be debarred from doing business with IITI
- 6) Intending tenderers are advised to visit Institute website and CPPP website regularly till closing date of submission of tender for any corrigendum/addendum/ amendment.
- 7) The bidder may seek detailed clarifications on technical & financial issue (if any) on the conditions of bidding document through e-mail ([armms@iiti.ac.in](mailto:armms@iiti.ac.in)) addressing to the Assistant Registrar (MM), IIT Indore.
- 8) **Online Bid Form**-The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the service to be supplied, a brief description with scope of service.
- 9) **Online Bid prices**-
  - a) The Bidder shall indicate on the BOQ the service charge as per defined scope of work under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.
  - b) Price should be quoted on per student per day basis (total of all four meals i.e Breakfast, Lunch, Evening snacks & Dinner). The total cost per day per student should be quoted in words as well as figures (typed). The figures are to be quoted in Indian Rupees including all and any taxes, duties or other levies, surcharges etc.

- 10) Prices indicated in the online price schedule shall be entered separately in the following manner.
- The price of the service charges should be clearly mentioned along with GST.
  - Any other service offered should be clearly mentioned.
  - Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the IIT. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
- 11) Period of validity of online bids: Online Bids shall remain valid for acceptance for 180 days after the date of bid submission.

**Note** – Non-compliance of the above-mentioned points may disqualify your offer for further consideration.

  
Assistant Registrar  
MM Section  
IIT, Indore

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(Materials Management Section)

**CHAPTER- 4**  
**GENERAL TERMS AND CONDITIONS**

1. **Bidder:** Tenders are invited only from the service provider/agency/firms/companies having the relevant experience of providing the operational service for running the dining and catering service for around 500 students.
2. **Tender Type: Two- Bid through Online Mode.**
  - a) **PART A-Technical Bid:** Technical bid will be opened on the due date for technical evaluation of bids. The technical evaluation matrix will be uploaded on CPP Portal for intimation to the firms. The technically disqualified firms can represent disqualification within a week of uploading of technical evaluation matrix on CPP Portal. **Non-representation within the stipulated time the tender will be processed further and no representation will be accepted thereafter.**
  - b) **PART B- Financial Bid:** The financial bids of technical qualified responsive bidders will be opened.
3. **Pre-Bid Meeting:** Pre-Bid meeting specified as mentioned date and time in Time Schedule of this document. The purpose of the meeting is to answer the queries of the prospective bidders on the technical bid and commercial terms and conditions of this tender. In view of the above, prospective bidders are advised to submit their doubts/questions/clarifications as per Annexure-VII, if any, bearing tender no., title and marked "Queries for Pre-Bid Meeting" through Mail. (Mail ID: [mms@iiti.ac.in](mailto:mms@iiti.ac.in) & [swapnil@iiti.ac.in](mailto:swapnil@iiti.ac.in)) as per the schedule mentioned in the chapter-1. Any modification of the bidding documents which may become necessary as a result of the Pre-Bid meeting shall be made known to all the prospective bidders by the Evaluation Committee through a notification of amendment on the website of the IIT, Indore, and CPP Portal no queries will be entertained beyond the date of pre-bid meeting.
4. **Bid Submission:** Bidders are requested to submit the bids after the issue of minutes of the pre-bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/complying with the changes/amendments issued if any during pre-bid meetings in their bid. All the two parts of the bid shall be submitted online on <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.
5. **Late Bids:** IIT Indore will not be responsible for:-
  - (a) For delayed / late quotations submitted / sent by post / courier etc.
  - (b) For submission/delivery of quotations at wrong places other than the ones mentioned in the tender.
  - (c) Any bid inadvertently received after the deadline i.e. due date & time for submission of bids, will not be accepted and returned.
  - (d) Fax / E-mail / Telegraphic / Telex tenders will not be considered.
6. **Bid Validity:** The bids shall be valid for a period of **180 days** from the date of opening of the tenders.
7. **Modification and withdrawal of bids:** No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn after the deadline for submission of bids and the expiration of the period of bid validity.

8. **Benefits to Micro and Small Enterprises (MSEs) & Start-up India will be as per Order.**
9. **Bid Security (EMD):** Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with:-
- (i) **Micro and Small Enterprises (MSEs)**
  - (ii) **Central Purchase Organization (CPO)**
  - (iii) **Concerned Ministry / Department.**
  - (iv) **Startups as recognized by the Department of Industrial Policy & Promotion (DIPP).**
- a) In such case, a copy of the valid certificate showing registration with the abovementioned institutions to be uploaded in PART A of the e-tender in PDF format.
  - b) In case the unit is not covered as above, the EMD should be submitted online via <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm> and the payment reference should be attached in PDF with PART A.
  - c) The EMD will be returned to the unsuccessful bidders after the award of contract (s) are placed with the successful technically qualified L-1 bidder.
  - d) The EMD will be forfeited if the technically qualified L-1 bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
  - e) No interest will be payable by the Purchaser on the Earnest Money Deposit. **The earnest money of all the unsuccessful tenderers will be returned to them after the finalization of order or immediately after the completion of the validity of the bid.**
  - f) The Earnest Money of the successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to provide the service as per award of contract (AOC) terms and conditions within the stipulated period, the earnest money shall be liable to be forfeited by IIT Indore

**Evaluation will be done strictly on Pre-Qualification and Technical criteria as mentioned chapter 5, 6, 7 & 8.**

10. **Opening of Tenders:** The decryption of the bids would be done as specified schedule mentioned in the tender document on the Central Public Procurement Portal. In the event of the specified date of Bid opening being declared a holiday for the IIT, Indore the Bids shall be opened at the appointed time and location on the next working day. In two-parts bidding, the financial bid shall be opened only for those who qualified in the technical evaluation stage by the committee.
11. **Confidentiality:** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
12. **Preliminary Examination:** The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in Chapter-5 & 6 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be liable to be rejected.
- (a) Technical Bid and Price Bid,

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and shall be ignored.

(C) The technical committee may call the bidders for presentation of the scope of service, documents as part of the evaluation process.

13. The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and verified by the technical committee as technically qualified bidder as per Tender.

a) **Award Criteria:** The Purchaser reserve the rights to award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

b) **Purchaser's Right to vary Quantities at Time of Award:** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions. The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to award of Contract.

c) **Purchaser's right to accept Any Bid and to reject any or All Bids:** The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

d) **Signing of Contract:** Promptly after notification, the IITI shall send the successful Bidder the Agreement/Service Order. Within 05 (Five) days of date of the Service Order, the successful Bidder shall sign, date, and return it to the Purchaser.

e) **Order Acceptance:** The successful bidder should submit service order acceptance within 05 days from the date of issue of order/signing of contract, failing which it shall be presumed that the service is not interested and his bid security is liable to be forfeited

14. **Conflict of Interest among Bidders/Agent:** The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.
- f. in case of a holding company having more than one independently units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business

15. **Right of Acceptance:** This Institute does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered, and the firm shall

supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.

16. **Subletting of Work:** The firm shall not assign or sublet the service/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.
17. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**
18. IIT Indore reserves the right to call for techno-commercial/price negotiations. The company should depute a competent representative for such discussion/negotiations whenever called for and he shall be competent to make on-the-spot decisions.
19. IIT Indore does not bind itself to accept the lowest or any tender and may cancel/withdrawal the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IIT Indore.
20. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
21. Please inform the IIT Indore in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
22. **IIT Indore reserves the right to modify/alter/Insertion or deletion on any part of the NIT/tender document to ensure fulfillment of its service requirement at any stage.**
23. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all bids at any stage without assigning any reason whatsoever it may be.
24. **Breach of Terms and Conditions:** IIT- Indore reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order.
25. **TERMINATION**
  - i) **Termination on expiry of the Contract-** This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless IITI has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.
  - ii) **Termination on account of Force Majeure-** Either party shall have the right to terminate this CONTRACT on account of Force Majeure.

- iii) **Termination on Account of Insolvency-** In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then IITI shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.
- iv) **Termination for Unsatisfactory Performance-** If IITI considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, IITI shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. IITI shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by IITI.
- v) **Termination before expiry of the Contract:** If the CONTRACTOR wishes to terminate the CONTRACT due to any reason, the services should be continued till mutual consent or a three months duration or till the time institute finds another alternative CONTRACTOR.
- vi) **Termination for delay in Mobilization-** Successful bidder shall be required to mobilize specified services in the line with the Work order/Rate Contract along with crew (only manpower) for commencement of services at IITI site within a maximum of 15 (fifteen) days (as specified in scope of work or elsewhere in contract) from the date of WO/RC. If the CONTRACTOR (successful bidder) fails to mobilize as above, IITI shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- vii) **Consequences of Termination-** In all cases of termination herein set forth, the obligation of IITI to pay shall be limited to the period upto the date of termination. IITI shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be debarred for a period of two years from the date of the order for putting the Contractor on debar list is issued.

**26. Arbitration:** In case of legal dispute arising relating to this Agreement or breach, or the invalidity thereof, shall first be attempted to be settled by discussions. If the same is not resolved through mutual discussions, then the same shall be referred to the sole arbitration of the Director, IIT Indore or any person nominated by him. The decision of the Arbitrator shall be final and binding on both the parties. All disputes are subject to Indore jurisdiction only.

**27. Governing Law:** The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.

**Note** – Non-compliance of the above-mentioned points may disqualify your offer for further consideration.

  
Assistant Registrar,  
MM Section  
IIT, Indore  
सहायक कुलसचिव  
(सामग्री प्रबंधन विभाग)  
Assistant Registrar  
(Materials Management Section)

**CHAPTER- 5**  
**SPECIAL TERMS AND CONDITIONS**

1. The Institute is looking for multiple firms simultaneously, upto maximum of four in numbers, to cater for the dining services facility. The facility should include Kitchen and Dining hall.
2. **Payment: No advance payment will be made in any case:** Payment will be released through RTGS transfer after service on monthly basis if found satisfactory with regard to quality and quantity. The payment will be released after statutory deductions within 30 days. For the payment, the firm must submit Supplier's Invoice. In order to ensure the quality of service, the payment may be subjected to further deductions as per Annexure-XII depending on the feedback collected from students enrolled with the caterer.
3. **Performance Security:** Within Twenty Days (21) days from the date of the issue of notification of award, the firm has to submit performance security of **Rs. 15,00,000.00 (Rupees Fifteen Lakhs Only)** to be submitted from an Indian Scheduled Bank in the form bank guarantee **valid upto sixty (60) days** beyond the contract period. No interest will be payable by the IITI on the Performance Security deposited. In case the service provider fails to provide satisfactory service within the contract period, the Performance Security submitted by the firm is liable to be forfeited.

In case the time for completion of work gets extended, the firm shall get the validity of performance guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the firm, without any interest.

4. **Experience:** The firm should have minimum **three years** of experience in institutional/ organisational catering as on the last date of bid submission. The firm should submit Performance Report from any of the educational institution(s) where they have been providing similar services in the past three years in the format provided in **Annexure VIII**.
5. **Statutory Obligations:**
  - A) The caterer shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own risk & cost, including the following:
    - (i) Contract Labour (Regulation and Abolition) Act 1970
    - (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
    - (iii) Wages Code 2019
    - (iv) The Occupational, Health and Safety Conditions Code 2020
    - (v) Social Security Code 2020
    - (vi) Industrial Relation Code 2020 (where applicable)
  - B) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the caterer shall be borne by the caterer himself.
    - (i) The caterer shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work. The authorized representative shall be entitled to inspect these records at any time.
    - (ii) If a bidding firm/caterer is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarment of the firm, shall be initiated.



- c) The caterer shall indemnify IIT Indore against any litigation arising from violation of statutes, laws and rules during operation of the contract. The caterer shall conduct all legal proceedings as may be necessary without any cost to the Institute. If due to any reason whatsoever, IIT Indore management is made liable to pay any liabilities of the caterer under any of the said laws etc; the same shall be recovered from the dues payable by IIT Indore to the caterer and/or from the security deposit(s) furnished by him.
6. **Tenure of Contract:** The performance of the caterer will be judged after 03 months of initial award of the contract. Based on the satisfactory performance, the contract agreement would be done for a period of **one year initially** and may be renewed subsequently for a further period, subject to satisfactory performance and mutually agreed terms and conditions.
7. **Closure of Contract:** If Institute wants to terminate the contract before the tenure mentioned in the agreement, the firm will be given 01-month notice. In case, the firm wants to quit before the tenure of the agreement, it must give 3 months' written notice or must continue till the time the next firm takes over the mess.
8. **Rent:** The firm must pay rent for the premises used at rate of ₹25,000/- per month for the first year for using only the cooking area. Any additional area will be provided at the rate of ₹35 per sq. ft. The rent would be increased by 5% in subsequent years. Water and electricity charges for the area used by the firm will be paid as per actuals. In case of excellent performance based on the feedback of the users, either part or full rent may be waived off.
9. The Technical and Financial Bid Evaluation of those bidders who meet the eligibility criteria as specified in Chapter 6 & 7 will be done by a committee constituted by the Institute as per procedure described below:
10. **Technical Evaluation Criteria (max 70 marks):**  
It is mandatory for all bidders to meet all the requirements mentioned in the NIT to qualify in the Technical Bid. The Institute has the right to relax any of the conditions if required. On meeting the minimum eligibility requirements, the scoring of technical evaluation will be done as follows:

| Sl.No    | Details  | Marking  | Remarks  |
|----------|--|----------|--|
| <b>A</b> | Based on providing Catering Services to the number of daily food counts per organization (max 20 marks): |          |  |
| (1)      | 701 and above  | 20 marks |  |
| (2)      | 501 to 700   | 15 marks |  |
| (3)      | 251 to 500   | 10 marks |  |
| (4)      | 100 to 250   | 05 marks |  |
| (5)      | < 100  | Nil      |  |
| <b>B</b> | Based on providing Catering Services to the Institutions/ Organisations (max 20 marks):                  |          |  |
| (1)      | Combination of 02 or more CFTI Institutions/ Public Limited Organization                                 | 20 marks | In case of having experience in CFTI and non CFTI both, marking will be done considering CFTI only |
| (2)      | 01 CFTI Institution/ Public Limited Organization   | 15 marks |  |
| (3)      | 02 Non CFTI Academic Institution/ Private Limited Organization   | 10 marks |  |

|     |   |          |   |
|-----|---|----------|---|
| (4) | Non-Academic Institutions   | 05 marks |   |
| (5) | Any other   | Nil      |   |
| C   | Based on the average of Performance Reports from other Institutions for last 03 years (max 20 marks): |          |   |
| (1) | Excellent   | 20 marks | Preference would be given to the organization who would be presently serving at a radius of 250 kms area from Indore Railway Station. |
| (2) | Very Good   | 15 marks |   |
| (3) | Good  | 10 marks |   |
| (4) | Satisfactory/ Fair  | 05 marks |   |
| (5) | Poor/ No remarks  | Nil      |   |
| D   | Pre- Qualification Criteria-<br>List of documents to be uploaded with technical bid (max 10 marks):   |          |   |
|     | Submission of documents from Sl. No. 1 to 10  | 10 marks |   |
|     | Non-submission of any sl. No.   | Nil      |   |

**11. Demonstration for Service at IITI (max 10 marks):**

Demonstration for selected number of participants at the appointed place, time, and date. Caterers will be invited for a demonstration for selected number of participants at the appointed place, time, and date at the expense of the catering firm.

**12. Technically Qualified Bidder:** For technical qualification in both stages the institute committee will define a cut-off score, below which all bids will be disqualified. Only qualified bids will be invited for the next round of evaluation. The institute committee may include more parameters for scoring purposes during first phase of technical evaluation. Technically qualified bidders will be subjected to the next round of evaluation i.e., financial evaluation.

**13. Financial Evaluation (max 20 marks):**

Bids meeting the mandatory technical requirements will only be eligible and qualify for financial evaluation. The service provider who does not qualify will be informed about the disqualification.

The scoring of financial evaluation, with L1 indicating the lowest quoted total price of all meals, will be done as follows:

|     |   |          |
|-----|---|----------|
| (1) | Lowest Technically Qualified L1           | 20 marks |
| (2) | Lowest Technically Qualified L2           | 15 marks |
| (3) | Lowest Technically Qualified L3           | 10 marks |
| (4) | Lowest Technically Qualified L5           | 05 marks |
| (5) | Lowest Technically Qualified L5 and above | Nil      |

While evaluating financial bid, a base price of INR 130/-/day (for all 4 meals) will be considered based on current price index of the desired service. Institute may choose to reject bids lower than INR 130/-/day to maintain the quality of service. The prices 130 and above will be considered for assigning L1, L2 and further.

**14. Final Marking:** The marks obtained in Technical, Demonstration and Financial evaluations will be summed up and the maximum scorer will be termed as **TECHNICALLY QUALIFIED BEST EVALUATED BIDDER** and **awarded the work order**. In case of a tie, the tenderer with higher technical marks would be allotted the contract. Further, even after doing so if there is a tie, then the Institute will decide on the appropriate procedure to be adopted for determining the eligible tenderer for award of contract.

15. If the price offered by the best evaluated bidder is not acceptable, negotiation may be held with the best evaluated bidder. In case such negotiation does not provide the desired result, the reasonable or acceptable price may be counter offered to the next best evaluated bidder(s). If the Tender Committee arrives at a decision that the rate quoted by any Bidder is too low with reference to the quality and quantity expected by the Institute, the respective tenders are likely to be rejected from further consideration.
16. Institute is free to hire any number of agencies for providing dining and catering services simultaneously.
17. **Notification of Award:** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate service order shall follow through post.

Assistant Registrar  
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Assistant Registrar  
(Materials Management Section)

**CHAPTER- 6**  
**Pre- Qualification Criteria**

**LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID**

| Sl. No. | Details   | Supporting Document Should be Submitted   |
|---------|---|---|
| 1.      | <p>The service provider should have the existence of firm for a minimum period of 5 Years.<br/>The Contractor must have the appropriate licenses such as Food Safety license. Registration/ Gumasta, Commercial Tax License and any other such Government license/permits mandated/required by the government and local authorities for operating such a venture. The contractor shall make these details available to IITI.</p> <p><b>a) Incorporation Certificate</b><br/><b>b) Possession of License/ FSSAI license.</b></p>   | Valid Certificate of Incorporation/ Registration Certificate of the firms. License copy duly self-attested  |
| 2.      | <ul style="list-style-type: none"> <li>• <b>Udyog Aadhar Memorandum No. if bidder claim MSEs.</b></li> <li>• Copy of valid PAN card,</li> <li>• Copy of valid GST registration certificate</li> </ul>   | Self-certified copies of documents.   |
| 3.      | <p><b>WORK EXPERIENCE:</b> The Vendors / Bidders should have work experience as per the following parameters.</p> <p>a) Three similar completed work costing not less than Rupees Forty-Two Lakhs in last 5 (Five) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), CSIR Institutes. Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works.<br/>OR</p> <p>b) Two similar completed work costing not less than Rupees Sixty-Three Lakhs Fifty Thousand in last 5 (Five) for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works<br/>OR</p> <p>c) One similar completed work costing not less than Rupees Eighty-Four Lakhs in last 5 (Five) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works.</p> | <p>Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. <b>Without submission of completion certificate the experience will not be considered.</b></p> <p><b>The valid certificate should be in Letter Head of the concerned government organization with authorized signatory.</b></p> |

|     |  |   |
|-----|--|---|
|     | <b>Note: Similar work means Dining and Catering Services</b>   |   |
| 4   | Bidder Information   | <b>As per enclosed Annexure II</b>  |
| 5   | List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is providing the services or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract   | <b>As per enclosed Annexure VIII and Annexure-X</b>   |
| 6.  | Bidder Acceptance of Tender Document   | <b>As per enclosed Annexure IV</b>  |
| 7.  | The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should be closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified  | <b>As per enclosed Annexure V</b>   |
| 8.  | <b>FINANCIAL TURNOVER:</b><br><br>The firm should have annual financial turnover more than Rs.50 Lakh during the past four financial years namely 2017-18, 2018-19, 2019-20 and 2020-21.<br><br>The Vendors / Bidders should not have incurred any loss during the last 3 (five) years (as of 31 <sup>st</sup> March, 2021). Profit after Tax should be positive for the above mentioned period. | <b>As per enclosed Annexure VI and Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit &amp; Loss Statement for the previous 3 financial year as specified in bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.</b> |
| 9.  | <b>Solvency Certificate required of Rs. 50 Lakh for bidder.</b><br>The certificate should have been issued within 6 months from original last date of the submission of the tender.  | <b>The certificate should be on letter head of the Bank. This certificate should have been issued within 6 months from original date of the submission of tender.</b>   |
| 10. | The bidding firm/company must be a single company and no consortium should be allowed.   |   |
| 11. | Check list of Documents and Client details   | <b>Annexure –I and Annexure III</b>   |

**Note: Non-Compliance with any of the above conditions by the bidders will be amount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.**

**Yours faithfully**

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Business Address :

Date:

Chapter-7PART- ATechno-Commercial Bid

(Bidder should submit compliance matrix along with Technical Bid)

Dining and Catering Service at IIT Indore

| Sr. No. | Items  | Details  | Quantity            | Compliance Yes/No | Any Deviations |
|---------|--|--|---------------------|-------------------|----------------|
| 1       | Dining and Catering Services (Breakfast, Lunch, Evening Hi-Tea and Dinner) | Total number of Students in the campus during active semester period are around 2300.<br><br>Based on the number of firms available and their performance, the students will be free to choose any firm. | Maximum of 04 Firms |                   |                |

PART- BScope of Service of the Contract at IIT Indore

- Menu:** Menu would be decided by the Student Gymkhana and/or nominated representatives, in consultation with the firm. Menu should be displayed in the Mess area and website. The general structure of the Menu to be served on a daily basis at the institute is placed as **Chapter 8**.
- Mess Rules:** As mentioned in **Chapter 9-Part A**
- Brands of consumables permitted for use:** As mentioned in **Chapter 9-Part B**
- Apart from providing dining and catering to the students, the firm should take catering services for Institute/ Departmental events/VIP arrival in the institute or in guest house. However, this should not affect the functioning of daily mess services.**
- Mess timing, Menu, and any change in the price would be done in consultation with Gymkhana/ Institute officials and displayed distinctly in the dining area and website.
- Firm(s) may be asked to serve the food in parcel or in counters in the Hostels during quarantine/ isolation periods or any situation as ascertained by the Institute. Packing charges will be paid as extra.
- Inspection.** Institute Officials, Gymkhana and nominated students would reserve the right to check on the cleanliness, upkeep of premises, Hygiene levels, quality and brand of raw materials, utensils, vegetables, finished food products etc. The quality of food will be inspected item wise by IIT Administration/Mess Committee frequently and the firm shall not deny access for such inspections. The Administration/Mess Committee has right to take samples of all material used in cooking and check the same for quality at recognized laboratories/institution. Further, the store, kitchen of the firm can also be inspected.

8. Firms should maintain an online app which would provide information on the Menu of the day, number of students dined, feedback record keeping, price and any other relevant information for proper operations.
9. **Housekeeping and Pest control.** The firm will always keep the kitchen/ dining hall/ washing area/ raw material store free from flies/ cockroaches/ mosquitoes/ rats/ insects and other pests. Housekeeping and Pest control in the kitchen and area used by the firm should be a regularly done by the firm at their own cost. Cleaning of Tables and Chairs placed in the dining hall is to be done by the firm. These areas are to be cleaned properly after every meal or whenever required. Disinfection is to be done once a week and as and when required. All grease traps will be cleaned on daily basis and kept in serviceable conditions.
10. **Cleaning of Utensils-** All utensils including plates, cups, bowls, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and dried after every meal.
11. **Transportation-**Firm will have to arrange their own transportation to provide the services.
12. **Accommodation-**The Institute will not provide any accommodation to the any staff of the firm.
13. **Waste Disposal and Management-**
  - a) The firm shall not throw any refuse or garbage or dirt in the premises or drains. Waste segregation and disposal in accordance with Indore standards is the responsibility of the firm.
  - b) The Agency shall ensure proper disposal of the collected solid/liquid waste daily under its own arrangements.
  - c) Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the campus.
  - d) Firm would ensure clearance of all the drains in and around the kitchen and dining hall frequently & regularly at its own cost. For any lapse on this front, financial penalty will be levied/ recovered.
14. **Plastic Ban-**Use of plastic teacups and plastic carry bags is discouraged. Firm shall use environmentally friendly material only in all activities of service.
15. It is mandatory for the firm to attend all official meetings of the dining committee whenever called failing which action may be initiated which may include monetary penalty.
16. In case of any civil or electrical work, the firm needs to inform the Institute through proper channel.
17. The firm must bid for all the items mentioned in the tender document. The tender document will not be considered valid in the case of non-fulfilment of this criterion.
18. All payments are to be done through online mode and no cash in any circumstance should be accepted.
19. Following responsibilities of the firm are to be carried out through their own resources:
  - (a) Possession of Licence/ FSSAI license.
  - (b) Payment of rent, water and electricity charges every month.
  - (c) Minor maintenance jobs such as light bulbs, tube lights, fans and kitchen drainage or repairing charges of small instruments (e.g. Bain Marie, Fly-catchers, Insect killers etc.)

- (d) Procurement of kitchen equipment, service counters, cooking utensils, crockery, cutlery etc. for normal dining functions and special events conducted in the institute.
  - (e) Providing plates, glasses, bowls, spoons, or any other utensils for the students/all dining members.
  - (f) Arranging Cold Storage System: Separate freezers are to be used for storing meat, fish, chicken and mutton. In case institute provides cold storage appropriate electricity charges, cleaning, upkeep and maintenance charges to be borne by the caterer.
  - (g) Maintenance of kitchen equipment such as Wash Basins, Exhaust Fan, Geyser etc.
  - (h) Upkeep and maintenance of furniture placed in the dining hall.
  - (i) Cleaning of premises, utensils, cutlery and crockery, kitchen and other equipment, furniture and consumables.
  - (j) Procurement of gas, small instruments like Toasters, sandwich makers, mixers, cutters, high quality provision and other consumables as approved by the institute.
  - (k) Providing uniforms to the staff including Head gear, hand gloves for food handling, Masks, or any personal protection equipment required for working.
  - (l) Security of premises, equipment, fittings, fixtures, furniture etc.
  - (m) Waste management as per the existing policy of the institute.
  - (n) Pest control, deep cleaning of the kitchen.
20. **Labour Laws**-The firm must register with the Regional Labor commissioner, Indore as a contractor under the Contract Labour Regulation Act and obtain a labour license and complete all required formalities. It must also ensure conformance to the labour laws and adhere to provisions of the provident fund act, Minimum Wages Act, ESI and all other such acts which are applicable.
21. **Payment Policy**-Institute will be collecting the Mess fees and payments will be made monthly to the caterer. The billing cycle will be from first to the last day of the month. Student needs to purchase monthly coupon/passes by registering to the mess of desired caterer. The payment to the caterer would be made by the institute within 30 days on submission of proper bills. The payments will be released through wire transfer/bank RTGS transfer. The payment will be released after statutory deductions if any. The payment will be released within 30 days after receiving the bills as mentioned above and from the date of received tested and found satisfactory with regard to quality, quantity and specifications ordered. No price hike will be provided to the caterer for any reason during the entire duration of the tender contract except Government imposed additional taxes if any applicable. In order to ensure the quality of service, the payment may be subjected to further deductions as per Annexure-XII depending on the feedback collected from students enrolled with the caterer.
22. **Rebate Policy**-Students are eligible to get rebate from the mess bill in case they are not availing the dining and catering services continuously for 02 days. Firms will not be paid for the notified days of absence of the student. Firm shall be responsible for ensuring that the students who are given rebate are not allowed to dine during the period of said absence. The minimum number of days that a student is eligible to avail the mess rebate in a month is 4. The amount of rebate will be adjusted in next month or refunded back to students in case student do not want to continue in the same mess
23. **Semester break policy**. Caterers need to coordinate with hostel authorities for getting exact numbers during semester breaks. During Semester break, no payment will be made. Students staying in the Institute and opting for dining facility will only pay for the services availed as followed during academic session.
24. **Short Term Courses**. Firms will be responsible for providing dining and catering services for all short-term courses/event conducted by the Institute.



25. The firm shall not make any addition/alteration or variation in the dining facility or the kitchen area.
26. The firm will take appropriate safety measures against outbreak of fire and will be held responsible in case such an incident occurs.
27. The firm at its own cost will maintain all the records of numbers of personnel dining in the facility (e.g. Monthly passes, daily coupons or visitors) and such records should be provided to the institute whenever demanded.
28. Vegetarian and Non-vegetarian food should be cooked in separate utensils and in differentiated places for this purpose.
29. The number of students, scope of work, may change based on the policy of the Institute in special unknown circumstances like COVID infection outbreak, quarantine, etc.
30. **Medical:** All staff of the firm should be medically fit and free from any contagious disease as certified by a doctor. The Institute is free to demand certificate in this regard.
31. **Police Verification:** All staff of the firm should be required to have undergone police verification.
32. The firm will be responsible for behaviour and conduct of its workers. No staff with doubtful integrity and/or having had record shall be engaged by the firm.
33. **Grooming Standards of staff will be as follows:**
  - (a) Hair: Close cut, Combed.
  - (b) Uniform: Clean & ironed, Complete in all respect shoe & socks. Shoe polished.
  - (c) Nails: Manicured.
  - (d) Shave: Close Shave, Moustache & Beard properly trimmed.
  - (e) Hygiene: No body odour and bad breath.
  - (f) Physical appearance should not be sloppy.
34. In case of underperformance and violation of Institute rules by any staff of the firm, the firm will have to replace the staff. The say of the Institute in this regard will be final.
35. The firm and all workers will abide by the rules laid down by the Institute.
36. The penalties for violation of rules and terms and conditions is placed at **Chapter 9 PART C**

The Contractor will take appropriate safety measures including against outbreak of fire and will be held responsible in case of such an incident occurring.
37. The Contractor will not sell any alcoholic beverages/cigarettes/or any other prohibited substance nor permit any person to bring it from outside for the purpose of drinking/ smoking / unauthorized items / products/ prohibited substance (s) along with other food articles, which may be sold. The Contractor shall also ensure that his/her employees do not consume any prohibited substance and gutkha/pan masala and similar items at the Institute premises.
38. The permission granted to the service provider shall not create any tenancy or proprietary rights or any other interest in the IITI premises, which shall continue to be in the exclusive control and possession of IITI; but gives a mere license to use the said premises subject to what is stated here in above.

39. The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.
40. IITI shall have no liability in any case to compensate the service provider due to natural calamities or for the reasons beyond the control of the IITI.
41. Food safety, hygiene at every stage i.e. sourcing of raw materials. Processing, Serving and Cleaning including Waste management as per Institute standards are part of the Service contract. Statutory certification, clearance of safety of all manpower engaged and Users are of paramount importance and must be ensured by the Service contractor.

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**Yours faithfully**

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Business Address :

Date:

**CHAPTER- 8**  
**General Structures of Dining Menu at IIT Indore**

**Breakfast (The item menu is provisional)**

- (a) Unlimited (Upma + Chutney)/Poha/Idli/ Puri-bhaji/Onion Uttapa/Alu Paratha/Methi Paratha, Poori-Masala chana sabji etc. **and 4 slices of toasted brown bread with butter and jam**
- (b) One Glass (200 ml) of milk with corn flakes or Bournvita/Complan **and Double Omlette or 2 boiled eggs or Fruits**
- (c) Unlimited Tea and Coffee
- (d) Sprouted item at least two times a week

Coconut Chutney and Sambar to be served with all South Indian dishes. Unlimited Butter is to be provided with Bread and Paratha.

**Lunch (The item menu is provisional)**

- (a) Unlimited Rice and Chapati (both with and without Ghee).
- (b) Unlimited Dal or Sambar or Rasam.
- (c) Unlimited gravy or Dry Vegetable
- (d) Unlimited Salad consisting of lemon and any three of following Onion/Cucumber/Tomato/Carrot/Beet root/ Cabbage/Daikon
- (e) One bowl of Curd/ Raita/One glass of Lemon juice/Lassi/ Chaas/ or any other juice. From March to June, Rasna/ Mapro/ Chaas/ Lassi or equivalent juices (200 ml) to be served at least twice a week during lunch. From July to February, Chaas/Lassi or equivalent juices (200 ml) to be served at least twice a week during lunch. On days when no juices are served, fresh curd/ raita (1 bowl) must be served.
- (f) Papad and Pickle to be provided with every meal

**Hi-Tea (The item menu is provisional)**

- (a) Samosa or Kachori with green & red chatni/Chilly potato/Mix Bhajiya/ Pav bhaji/Panipuri with all fillings/Bhel puri/ Dahi-Papdi
- (b) Unlimited Tea/Coffee

**Dinner (The item menu is provisional)**

- (a) Unlimited Rice and Chapati (With and without Ghee),
- (b) Unlimited Dal or Sambar,
- (c) Unlimited gravy or dry Vegetable
- (d) Unlimited Salad consisting of lemon and any three of following Onion/Cucumber/Tomato/Carrot/Beet root/ Cabbage/Daikon
- (e) Sweet Dish or Ice-cream or Custard or Milk shake depending on seasons
- (f) Papad and Pickle to be provided with every meal
- (g) One serving of fruits (Banana, Mango, Water Melon, Pineapple, Papaya, Pear, Grapes, Orange etc) (At least 4 varieties a week)

In addition, following items should always be provided by the contractor at all meals:

- (a) Salt, Pepper, Sugar, Pickle, Mouth freshener, Fennel with sugar.
- (b) Paper Napkins
- (c) Good quality toothpicks (wooden)

The detailed structure of menu depicting the type of vegetables, rice, dal, sweet dish are as depicted below. Menu items are provisional and subject to changes.

| Days             | Breakfast   | Lunch  | Hi-Tea  | Dinner  |
|------------------|---|--|---|---|
| <b>Monday</b>    | Methi Paratha.<br>Aloo Chana<br>sabji.              | Rajma, Seasonal Veg.<br>Boondi Raita                                       | Samosa/ Aloo<br>Pyaz Kachori,<br>green and red<br>chutney, Tea/Coffee | Dhaba Dal, Mix Veg,<br>Gulab Jamun  |
| <b>Tuesday</b>   | Poha with<br>chutney, Lemon,<br>Onion and<br>Jalebi | Panchratan dal,<br>Mutter<br>Paneer, Pulao                                 | Chilly potato/ Mix<br>Bhajiye, Tea/Coffee                             | Aloo Mutter, Dal<br>Tadka, Moong Dal<br>Ka halwa  |
| <b>Wednesday</b> | Idli with Sambar<br>&<br>Coconut<br>chutney         | Kadhi pakoda, jeera<br>Aaloo, masala<br>Khichdi,                           | Pav Bhaji,<br>Tea/Coffee  | Chana Dal, Palak<br>Corn, Veg Pulao,<br>Coconut Burfi /<br>ladoo, Extra bhurji (2<br>pcs)                         |
| <b>Thursday</b>  | Puri, Masala<br>Chana/ Sabji,<br>Corn Flakes        | Veg manchurian, aalo<br>Phali, fried rice,<br>dhaba<br>Dal                 | Pani Puri with all<br>fillings, Tea/Coffee                            | Punjabi Rajma, Lauki<br>Chana/ tinda, jeera<br>rice, Sabudana Kheer/<br>Rice<br>Kheer                             |
| <b>Friday</b>    | Aloo Pyaj<br>Paratha<br>with curd, green<br>chutney | Tuvar dal tadka,<br>baingan<br>Bharta, veg biryani,<br>veg raita           | Bhel Puri,<br>Tea/Coffee  | Black Chana Masala/<br>chole, Palvar ki sabji,<br>jeera rice, Salad,<br>gulab jamun, extra<br>Chicken curry 2 pcs |
| <b>Saturday</b>  | Uttapam with<br>Sambar &<br>Coconut<br>chutney      | Langar dal / black<br>masoor Dal, dum<br>aloo, jeera rice,<br>Kheera raita | Dahi Papdi/ Dahi<br>Bada, Tea/Coffee                                  | Moong Dal, Gobi<br>Mutter masala<br>/cabbage mutter,<br>Jalebi  |
| <b>Sunday</b>    | Sprouts, salad,<br>Aloo Sandwich,<br>with chutney   | Chole Bature<br>chutney,<br>buttermilk                                     | Vada Paav/ Burger<br>with red and green<br>chutney, Tea/Coffee        | Paneer 2 Pyaza,<br>Chana Tadka Dal,<br>Balu Shahi,<br>Extra chicken korma<br>2 pcs                                |

**Note:-** Menu of extra items to be served on payment basis (New items can be added to the menu by dining committee and prices, quality and quantity will be decided with mutual consent and negotiations with the selected caterer.

| Sr. No. | Menu  | Portion | Cost      |
|---------|---|---------|-----------|
| 1       | Paratha (Aloo/Gobhi/Mix Veg/Paneer) with Curd   | 02 Pc   | 30/40 Rs. |
| 2       | Paneer/Egg Bhurji   | 100 Gm  | 35/20 Rs. |
| 3       | Veg /Chicken Fried Rice   | 150 Gm  | 35/45 Rs  |
| 4       | Egg /Fish / Chicken Curry   | 150 Gm  | 35/45 Rs. |
| 5       | Shahi Paneer/Kadhai Paneer/ Butter Paneer<br>Masala/Kaju Curry/Veg Kofta /Malai Kofta/Palak<br>Paneer | 125 Gm  | 30 Rs.    |
| 6       | Veg Manchurian/Noodles  | 150 Gm  | 40 Rs.    |
| 7       | Chilli Paneer/Chilli Chicken/Chicken 65   | 125 gm  | 35/45 Rs. |
| 8       | Butter Chicken/Kadhai Chicken   | 150 gm  | 45 Rs.    |
| 9       | Masala Dosa/Idli Sambhar  | 1 Plate | 45/35 Rs. |
| 10      | Chicken Curry/Fish curry  | 150 Gm  | 45 Rs.    |

### Serving extras on daily basis

- List of extra items (at least three extra items) for lunch and dinner being offered on the following day should be notified to the students.
- This list can be displayed on the notice board. in front of the dining hall to draw attention of the students dining in the respective facility.
- Students shall register for the desired extras, through the registration procedure followed by each caterer.
- For example, they can maintain a separate register to notify the pre-booked extras, or they can issue tokens etc.
- The respective caterer will completely and independently manage this procedure.
- Extras should also be sold to the students through the swipe card system/cashless system.
- The Caterers are committed to serve the extras as pre-booked by the students during the normal working hours of the mess. Over and above, if any extras remain unsold during the course of lunch and dinner, the same shall be sold to the students who have not pre-booked for the extras.

CHAPTER- 9PART ARules Pertaining to the Functioning of Dining

1. The tentative mess timings, subject to revision by the Mess Committee, are as follows:  
Breakfast: 7:00 am – 9:30 am  
Lunch: 12 noon – 2:30 pm  
Dinner: 7:00 pm – 9:30 pm
2. Menu, as decided by the Mess Committee, will be strictly followed. The menu can be revised in consultation with the Mess Committee.
3. Preparation of food items should be as specified by the Mess Committee. The committee may specifically ask to alter the composition of preparations to maintain quality and taste based on the feedback.
4. Hi-Tea may be made optional for students as per discussion with institute and student gymkhana.
5. All items in Hi-Tea in limited serving will be served as optional items daily.
6. The food should be wholesome and not too oily or spicy so that it caters to the taste of community in general.
7. Paneer is to be served at least thrice a week or in accordance with the approved menu.
8. Hand-made Rotis are preferable (at least 25-40% in each meals) should be available.
9. Boiled and Jain food is to be served every day on a separate counter.
10. Use of Dalda / Vanaspati Ghee is strictly prohibited unless allowed by the Institute.
11. Use of monosodium glutamate (ajinomoto) is strictly prohibited.
12. Oil remaining after deep frying should be disposed off and should not be re-used.
13. For every 150 students, 1 counter should be operational during the mess timings.
14. Services should be fast, and students should not stand in queue for more than 15 mins at any time.
15. Daily Coupons, for applicable customers, will be provided to the customer on payment in cashless manner. Firms to ensure multiple modes of digital payment at the counter.
16. Firms are to ensure the freshness of perishable items.
17. Extra items e.g. non veg, may be sold by the firm in consultation with Mess Committee and approval from the Institute Authorities.
18. Different set-up is to be arranged for veg and non-veg items including preparation and serving.
19. Firm must maintain a complaint register and every complaints/suggestion must be responded. Institute Authorities and Gymkhana would regularly inspect the complaint register.
20. The services are to be provided daily. In case, the mess is closed due to some reason then the mess charges will be either refunded or adjusted in the following month.
21. Food should be cooked, stored and served under hygienic conditions. Firm is to ensure that only freshly cooked food is served. Stale food is to be disposed off as soon as possible.
22. In case of any food poisoning to any member due to food served by the firm, then the firm will be responsible for reimbursement of complete medical expenses.
23. Expired items are not to be used in cooking under any circumstances. Use of colours/banned items as per industrial practices is prohibited.
24. Menu will be checked by nutritionist once in a quarter and record will be kept for the same by the firm at its own cost.
25. Adequate manpower should be available at all times to provide the requisite services. The presence of Manager or Supervisor is mandatory during every serving.
26. When circumstances warrant, firm should cater for a greater number of students/staff members even at short notice. Similarly, fluctuations in strength during vacation periods should be accommodated, for which the firm should keep in close liaison with student gymkhana/Institute authorities and prepare food accordingly.
27. Firm should provide special Dinner or Lunch once a month/ for festivals in the month, as decided by the mess committee, at no extra cost.
28. **Sick Meals:** Sick meals should be provided on the basis of registration (to get the numbers) for students who are un-well. Sick meals may consist of Khichdi (Not spicy), curd, baked potato/boiled potato/plain potato sabji, boiled vegetable, soft chapati/Bread and Milk (200 ml) with turmeric.
29. **Jain Meals:** Jain meals should be provided daily as a separate counter on the basis of registration (to get the numbers) (Menu to be decided by student representatives).

30. Special food for fasting students may be served based on request from student committee with pre-registration at least two days in advance at no extra cost.

**Note-** In a week at least 5-7 meals should comprise of seasonal green vegetables.

## **CHAPTER- 9** **PART B**

### **Brands Of Consumables Permissible in Mess**

| Sr. No | Item                 | Permitted Brands  |
|--------|----------------------|---|
| 1      | Maida                | Aashirvaad, Laxmi Bhog, Shakti Bhog, Nature Fresh, Fortune, Silver Coin and Gangwal                       |
| 2      | Rice                 | Daawat Rozana super Basmati, Indian Gate Rozan Basmati Rice, Patanjali Silver, Fortune Dubar Basmati Rice |
| 3      | Sauce/Ketchup        | Smith & Jones, Heinz, Maggi, Kissan, Del Monte, and Everest.  |
| 4      | Bread                | Kalory, Amul, Modern, Kquality, Britannia and Popular   |
| 5      | Spices               | Catch Masala, MDH, Badshah, Everest, Patanjali, Tata and Pushp Brand                                      |
| 6      | Corn Flakes          | Kellogg's, Bagrrys, and Patanjali   |
| 7      | Papad                | Agarwal 420 Papad, Lijjat Papad, KPR Papad, Patanjali, and Mothers  |
| 8      | Salt                 | Tata, Catch, Annapurna, Aashirvaad and Patanjali  |
| 9      | Oils                 | Fortune, Dhara, Patanjali, Saffola: Sunflower/Rice Bran oil/Peanut oil/Coconut oil/Mustard oil/Olive oil  |
| 10     | Pickle               | Mother's, Niraj, Praveen and Nilions  |
| 11     | Butter               | Amul and Sanchi   |
| 12     | Flavored Fruit Juice | Rasna, Mapro, Patanjali, Tata, Catch, Annapurna, Aashirvaad and Patanjali                                 |
| 13     | Instant Noodles      | Maggi, Sunfeast YiPPee, Chings, Top's and Ching's   |
| 14     | Jam                  | Kissan, Maggi, and Mala's   |
| 15     | Ghee                 | Amul, Sanchi, Govardhan, Patanjali  |
| 16     | Srikhand             | Amul and Sanchi   |
| 17     | Milk                 | Amul and Sanchi   |
| 18     | Paneer               | Amul, Govardhan and Sanchi  |
| 19     | Tea                  | Brooke Bond, Lipton Tazza, Tata Agni and Apsara 366   |
| 20     | Coffee               | Nescafe-Classic and TATA  |
| 21     | Dal                  | TATA Sampann, Teen Ekka and Gagan, Silver coin, Choice  |
| 22     | Chicken              | Broiler   |
| 23     | Atta                 | Ashirwad, Pillsbury, Annapurna, Patanjali, Silver Coin, Fortune   |

**Note:** The brands are indicative in terms of quality and the Institute may ask the firm to change it at any point of time during the contract in case of safety or quality parameters. The firm may use any other brands, only if permitted by the Institute, in writing.

**CHAPTER- 9**  
**PART C**

**Penalties for Violation of Rules/ Terms and Conditions**

1. The caterer will be penalised for any violation of rules as mentioned below:

| Sr. | Discrepancy  | Penalty  |
|-----|--|--|
| (a) | Unavailability of complaint register on the counter/discouraging writing complaint   | ₹5,000/- 10% of daily billing whichever is more                                  |
| (b) | Complaint of insects found in any meal   | ₹20,000/- 50% of daily billing whichever is more                                 |
| (c) | 5 or more complaints of insects found in a meal  | Termination of contract  |
| (d) | Complaints on unclean utensils   | ₹5,000/- 10% of daily billing whichever is more                                  |
| (e) | 10 or more complaints of unclean utensils  | Termination of contract  |
| (f) | Improper cooking of meals like Mixing of Utensils of Veg, Non-Veg, Jain food or providing uncooked/partially cooked food           | ₹5,000/-10% of daily billing whichever is more                                   |
| (g) | Finishing of food before mess timings  | ₹5,000/-10% of daily billing whichever is more                                   |
| (h) | 10 or more complaints of finishing of food in a month  | Termination of contract  |
| (i) | Changes in menu without permission/information   | ₹10,000/- 20% of daily billing whichever is more                                 |
| (j) | Improper personal hygiene of workers, in kitchen area, dining area   | ₹10,000/-20% of daily billing which ever is more                                 |
| (k) | Absence of Proprietor from mess council meeting  | ₹20,000/-40% of daily billing whichever is more                                  |
| (l) | Non-compliance of mess timings   | ₹10,000/- 20% of daily billing whichever is more                                 |
| (m) | Accepting Cash   | ₹5,000/-10% of daily billing whichever is more                                   |
| (n) | Impolite behavior of staff of firm with Institute community  | ₹5,000/-10% of daily billing whichever is more                                   |
| (o) | Damaging any structure/not maintaining any structure/space in kitchen or dining hall   | ₹10,000/- for each structural damage or Actual value of damage whichever is more |
| (p) | Use of substandard raw materials/adulterated materials   | ₹5,000/- 10% of daily billing whichever is more                                  |
| (q) | Serving of stale food/ Perishable or Dairy food items such as Paneer, Curd, Chicken, Fish etc. are found without mentioning expiry | ₹10,000/-20% of daily billing whichever is more                                  |
| (r) | Denial from providing dining and catering services to the students   | Termination of contract and blacklisting   |

2. For any violation of rules having monetary fine as mentioned above will be as follows:

(a) First violation of the rule will invite fine as per the rules.

(b) Second violation of the same rule in the same calendar month will attract double the initial amount of fine.

(c) All subsequent violations of the same rule would invite three times the initial amount of fine.

3. Institute is free to decide on the quantum of the penalty for offences not mentioned above.

Food Poisoning shall invoke a hefty penalty like heavy fine and/or cancellation of contract with or without blacklisting of the caterer.

4. The Performance Bank Guarantee will be encashed in case the contract is cancelled for any reason.



**CHAPTER- 10**  
**Financial Bid**

**FINANCIAL BID –Schedule of price bid in the form of BOQ format:**

1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>
2. **Bidders are advised to download this BoQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely liable to be rejected and EMD shall be forfeited.
4. Any element of cost, taxes, duties levies, etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. **If the GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
5. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.
6. The price bid will be evaluated based on the total of prices quoted for all meals including Hi-Tea.

**Format of Price bid BOQ:**

| <b><u>Sr. No.</u></b> | <b><u>Item</u></b>                      | <b><u>Cost in ₹ (Inclusive of GST)</u></b> |
|-----------------------|---|--|
| 1                     | Breakfast                               |  |
| 2                     | Lunch                                   |  |
| 3                     | Hi-Tea                                  |  |
| 4                     | Dinner                                  |  |
| <b>A</b>              | <b>Total cost of Sr. No. 1, 2 and 4</b> |  |
| <b>B</b>              | <b>Total cost of Sr. No. 1 to 4</b>     |  |

7. Since Hi-Tea is optional for students, the billing would be done without inclusion of Hi-Tea cost for students not opting for Hi-Tea.

**Yours faithfully**

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Date:

**Annexure-I**  
**LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID**

| Sl. No | Details  | Checklist<br>Yes/No |
|--------|--|---------------------|
| 1.     | The Bidder should be /Authorized/Distributors/Dealers/Firms etc. and should have existence of firm for a minimum period of 5 Years   |                     |
| 2.     | Valid Manufacturers Authorization Form specific to this tender.  |                     |
| 3.     | The details of service support (Escalation Matrix details).  |                     |
| 4.     | <ul style="list-style-type: none"> <li>• <b>Udyog Adhar Memorandum No. , if bidder MSEs.</b></li> <li>• Copy of valid PAN card,</li> <li>• Copy of valid GST registration certificate</li> </ul> |                     |
| 5.     | Work experience as per chapter 6   |                     |
| 6.     | Bidder Information- <b>Annexure-II</b>   |                     |
| 7.     | Client Details- <b>Annexure-III</b>  |                     |
| 8.     | Tender Acceptance Letter - <b>Annexure-IV</b>  |                     |
| 9.     | Declaration Regarding Clean Track - <b>Annexure-V</b>  |                     |
| 10.    | Declaration Of Annual Turnover and Income Tax Return - <b>Annexure-VI</b>  |                     |
| 11.    | Solvency Certificate   |                     |
| 12.    | Declaration for end of sales or end of support in next 05(five) years  |                     |
| 13.    | Declaration from the firm regarding Single or Consortium   |                     |

**Note:** All the statement copies of the certificates, documents etc., enclosed shall be given page numbers on the right corner of each certificate.

**Annexure-II**  
**BIDDER'S INFORMATION**  
 (To be submitted on Firm/Company Letterhead)

| <b>Details of Bidders</b> |  |
|---------------------------|--|
| 1.                        | Registered Name of the Bidder  |
| 2.                        | Year of Establishment  |
| 3.                        | Udyog Adhar Memorandum, if MSEs  |
| 4.                        | Registered Address of the Bidder   |
| 5.                        | Status of the Company (Public Ltd./Pvt Ltd.)   |
| 6.                        | Company single or consortium   |
| 7.                        | Valid GST Registration No. with GST Registration State Name  |
| 8.                        | Details of the Incorporation of the Company  |
| 9.                        | Permanent Account No.(PAN)   |
| 10.                       | Name and Designation of the Contact Person   |
| 11.                       | Contact No.<br>Email Address of the Contact Person   |
| 12.                       | <b>Bank Details of the Agency:</b><br>Bank Name<br>Name of the Branch<br>Branch Code<br>Bank Address Bank<br>Type of Account<br>Account Number<br>NEFT/IFSC Code<br>RTGS Code<br>9 Digit MICR Code |

**Annexure-III**  
**CLIENT DETAILS**

(To be submitted on Firm/Company Letterhead)

To,  
The Joint Registrar  
Materials Management Section  
I.I.T. Indore.  
Simrol, Khandwa Road  
Indore –  
453 552.

Date :

**Sub: NIT No. IITI(MM)/HoR/10/10A/50/AJ/2022-23 dated 27 June 2022 for “Dining and Catering Service at IIT Indore”**

Dear Sir,

Brief particulars of the similar work done in government institutions: (Please attach copy of work orders for our reference)

| Order Placed by (full add of client) | Order No. & date | Brief Description of similar work done Rate Contract with other Companies / govt organization | Value of order | Date of completion of contract | Contact Person along with Telephone No., Fax No. And email Address |
|--------------------------------------|------------------|---|----------------|--------------------------------|--|
| 1                                    | 2                | 3   | 4              | 5                              | 6  |
|                                      |                  |   |                |                                |  |

**Yours faithfully**

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Date:

**Annexure-IV**  
**TENDER ACCEPTANCE LETTER**  
(To be submitted on Firm/Company Letterhead)

To, \_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No: \_\_\_\_\_ Name of Tender / Work: - \_\_\_\_\_**

**Dear Sir.**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
7. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install the equipment/items and dispatch the same within the specified period.
8. I/We agree to supply and commission/install the equipment/items and complete the whole of the work and hand over to the purchaser within the stipulated period, after receipt of intimation regarding the acceptance of this tender/receipt of supply/service order.
9. **I/We agree that in case if we fail to deliver the goods/complete the work within the specified period, then the institute shall be liable to claim liquidated damages from me/us by invoking EMD.**
10. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ 37 organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

\_\_\_\_\_  
**Yours faithfully**

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Date

**Annexure-V**  
**DECLARATION REGARDING CLEAN TRACK**  
 (To be submitted on Firm/Company Letterhead)

To,  
 The Joint Registrar  
 Materials Management Section  
 I.I.T. Indore.  
 Simrol, Khandwa Road  
 Indore – 453 552.

Date :

**Sub: NIT No. IITI(MM)/HoR/10/10A/50/AJ/2022-23 dated 27 June 2022 for “Dining and Catering Service at IIT Indore”**

Dear Sir,

I/we carefully gone through the Terms & Conditions contained in the above-referred NIT. I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi-Government Organizations / Institutions in India or abroad. I/we further certify that I'm a competent officer in my company /firm to make this declaration.

**Or**

I/we declare the following

| No. | Country in which the company is debarred / blacklisted / case is pending | Black listed / debarred by Government Semi Government Organizations / Institutions | Reason | Since when and for how long |
|-----|--|--|--------|-----------------------------|
|     |  |  |        |                             |

In case the above information is found false I/we are fully aware that the tender/contract shall be liable to be rejected/cancelled by the IIT Indore and EMD / SD shall be forfeited.

In addition to the above, IIT Indore will not be responsible to pay the bills for any completed / partially completed work.

---

**Yours faithfully**

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Date

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding the period for which the company/firm was blacklisted and the reason/s for the same)

**Annexure-VI**  
**DECLARATION OF ANNUAL TURNOVER AND**  
**INCOME TAX RETURN**

(To be submitted on Firm/Company Letterhead)

To,  
 The Joint Registrar  
 Materials Management Section  
 I.I.T. Indore,  
 Simrol, Khandwa Road  
 Indore - 453 552.

Date :

**Sub: NIT No. IITI(MM)/HoR/10/10A/50/AJ/2022-23 dated 27 June 2022 for “Dining and Catering Service at IIT Indore”**

Dear Sir,

I/we hereby declare that our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references :

| <b>F.Y 2017-18</b> | <b>F.Y 2018-19</b> | <b>F.Y 2019-20</b> | <b>F.Y 2020-21</b> |
|--------------------|--------------------|--------------------|--------------------|
|                    |                    |                    |                    |

And,

2) I/we hereby declare that our firm had filed Income Tax Returns for last year's i.e. F.Y. 2017-18, 2018-19, 2019-20, & F.Y. 2020-21. Supported by copy of ITR of four years.

**Yours faithfully**

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Business Address :

Date:

**Annexure-VII**  
**PRE-BID QUERY FORM/FORMAT**

Name of the Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Email ID: \_\_\_\_\_

Contact No.: \_\_\_\_\_

| Sl. No | Reference of the Clause No. of the Tender Document | Query/Clarification/ Deviation | Clarification/Response from IIT Indore |
|--------|--|--------------------------------|--|
| 1      |  |                                |  |
| 2      |  |                                |  |
| 3      |  |                                |  |
| 4      |  |                                |  |
| 5      |  |                                |  |
| 6      |  |                                |  |
| 7      |  |                                |  |
| 8      |  |                                |  |
| 9      |  |                                |  |
| 10     |  |                                |  |





**Annexure-IX**  
**PERFORMANCE SECURITY FORMAT**

To,

.....

**WHEREAS** ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... Dated .....to supply (description of goods and services) (hereinafter called "the contract").

**AND WHEREAS** it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract:

**AND WHEREAS** we have agreed to give the supplier such a bank guarantee:

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal:

Name & address of the Bank

Address of the Branch:

Phone No.:

E-mail ID:.

**ANNEXURE-X****Performance Report for Dining and Catering Services provided in  
Government/ Semi-Government/ Autonomous Organizations****(To be issued by the organization where facility is being provided)**

1. Name of the Owner:
2. Name of the Company/Firm & Location:
3. Name of organization where catering services are provided:
4. Name and contact No. of the person in the Organization for verification:
5. Date of award of contract:
6. Date of expiry of license/completion of contract:
7. Performance Report: Please tick/circle the correct option

|     |  |                                       |
|-----|--|---------------------------------------|
| (a) | Quality of service   | Excellent/Very<br>Good/Good/Fair/Poor |
| (b) | Resourcefulness  | Excellent/Very<br>Good/Good/Fair/Poor |
| (c) | Punctuality opening and closing times, maintaining service hours | Excellent/Very<br>Good/Good/Fair/Poor |
| (d) | Behaviour and Attitude   | Excellent/Very<br>Good/Good/Fair/Poor |
| (e) | Redressal of complaints and Promptness                           | Excellent/Very<br>Good/Good/Fair/Poor |

**Yours faithfully**

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Business Address :

Date:

**ANNEXURE-XI**  
**Income Tax Return Details**

**Sub: NIT No. IITI(MM)/HoR/10/10A/50/AJ/2022-23 dated 27 June 2022 for “Dining and Catering Service at IIT Indore”**

Name of the Tenderer:

Address:

Proof for payment of Service Tax/GST (last five years)

| <b>Financial Year</b> | <b>Taxable Value Rs.</b> | <b>Service Tax Rs.</b> |
|-----------------------|--------------------------|------------------------|
| 2017-18               |                          |                        |
| 2018-19               |                          |                        |
| 2019-20               |                          |                        |
| 2020-21               |                          |                        |
| 2021-22               |                          |                        |

(Please enclose copy of Service Tax/GST Return & payment receipts)

Proof for payment of Income Tax (last five years)

| <b>Financial Year</b> | <b>Assessment Year</b> | <b>Gross Income Rs.</b> | <b>Net Income Rs.</b> | <b>Income tax Rs.</b> |
|-----------------------|------------------------|-------------------------|-----------------------|-----------------------|
| 2017-18               |                        |                         |                       |                       |
| 2018-19               |                        |                         |                       |                       |
| 2019-20               |                        |                         |                       |                       |
| 2020-21               |                        |                         |                       |                       |
| 2021-22               |                        |                         |                       |                       |

“(Please also attach form 26AS downloaded from TDS Centralized Processing Cell of Income Tax Department)”

**ANNEXURE-XII**  
**Feedback form and Payment Conditions**

| Sr. No. | Description                | Excellent | Good | Average | Poor | Very poor |
|---------|----------------------------|-----------|------|---------|------|-----------|
|         |                            | 10        | 7    | 5       | 3    | <3        |
| 1       | Quality and Taste          |           |      |         |      |           |
| 2       | Adherence to menu/quantity |           |      |         |      |           |
| 3       | Cleanliness and hygiene    |           |      |         |      |           |
| 4       | Service and punctuality    |           |      |         |      |           |
|         | <b>Total</b>               |           |      |         |      |           |

The performance of the mess will be evaluated on a monthly basis by the institute and student committee on above parameters. Based on the points obtained in performance evaluation out of 40, the following deductions shall be made from the monthly bill, payable to the caterer.

| Sr. No | Points | % Deduction |
|--------|--------|-------------|
| 1      | >28    | NIL         |
| 2      | 24-27  | 3           |
| 3      | 20-23  | 7           |
| 4      | 16-19  | 15          |
| 5      | < 16   | 20          |

The final decision on the feedback evaluation points will be carried out by the institute dining committee. The caterer is expected to get overall “good” and at least “average” in each category in all months. “Very poor” in any month and “poor” twice in a row or three times in a year will attract additional penalty and / or termination of contract.

**Annexure- XIII**

*(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Indore)*

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of..... 20.....

**BETWEEN**

The IIT Indore, represented through Jt. Registrar Material Management, IIT Indore ..... (Hereinafter referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....at IIT Indore." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"). the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact. the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal / Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles
  - No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (b) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the

principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### **Article 2: Commitment of the Bidder(s) / Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.



If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IIT Indore.

#### Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal / Owner)

.....  
(For and on behalf of Bidder / Contractor)

WITNESSES:

1. ....  
(Signature, name and address)

2. ....  
(Signature, name and address)

Place:

Dated:

Assistant Registrar  
MM Section  
IIT, Indore  
सहायक कुलसचिव  
(सामग्री प्रबंधन विभाग)  
Assistant Registrar  
(Materials Management Section)

