



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

OPEN TENDER ENQUIRY (TWO BID)

FOR

Dining and Catering Services at IIT Indore

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

Service Contracts Section
Email: servicecontracts@iiti.ac.in

**सहायक कुलसचिव
(सेवा अनुबंध)
Assistant Registrar
(Service Contracts)**



भारतीय प्रौद्योगिकी संस्थान इंदौर
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Indian Institute of Technology Indore
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/ Caterers having the relevant experience of providing the operational service for running the dining and catering service for around 700* students** (*actual number may vary).

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:

Name of the Services	Tender No.	Details of EMD & PBG
Dining and Catering Services at IIT Indore	IITI(SCS)/OCW/007/PD/2024-25	EMD - Rs. 10,00,000/- (Rupees Ten Lakh Only)
		Online EMD Submission: Bidder can submit their EMD online by visiting the below link: https://www.onlinesbi.sbi/sbicollect/
		The transaction receipt of the EMD submission should be submitted along with tender document.
		Performance Security: Within Twenty Days (21) days from the date of the issue of notification of award, the firm must submit performance security of ₹ 21,00,000/- (Rupees Twenty-One Lakhs Only) to be submitted from an Indian Scheduled Bank in the form bank guarantee valid upto sixty (60) days beyond the contract period.

Note:

- NIT with detailed terms & conditions can be downloaded from websites: <https://www.iiti.ac.in/tender> & <https://eprocure.gov.in/eprocure/app>.
 - The pre-bid report will be uploaded on the Institute website & CPP Portal and the same will be a part of the NIT.
 - 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 Service Contracts Section at Tel: +91- 0731-660 Ext 3369/3408. Email: servicecontracts@iiti.ac.in
 - The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Indore without any obligation or liability whatsoever.

Assistant Registrar
Service Contracts

सहायक न्यायाधीश
(संयोजक कर्मचारी)
Assistant Registrar
(Service Contracts)

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अनुभाग 1 / SECTION 1**निविदा की अनुसूची/ SCHEDULE OF TENDER**

Sl. No.	Event	Date and Time/ Remarks
01	निविदा अपलोड करने की तिथि Date of uploading of Tender	From February 11, 2025 http://www.iiti.ac.in/tender_mms.php
02	बोली-पूर्व बैठक के लिए प्रश्न प्रस्तुत करने हेतु और साइट विजिट (सेंट्रल डाइनिंग हॉल, आईआईटी इंदौर) Submission of Queries for Pre-bid meeting and Site Visit (Central Dining Hall, IIT Indore)	February 11 to February 17, 2025, till 05:00 pm IST Prebid Format for Submission of Queries enclosed as Form – 9
03	बोली-पूर्व बैठक की तारीख और समय Date & Time of Pre-Bid Meeting	February 18, 2025 at 03.00 PM (IST) The pre-bid report will be uploaded on the website & CPPP and the same will be a part of the tender document
04	बोली-पूर्व बैठक स्थल Venue for Pre-Bid Meeting	Service Contracts Section 4th Floor, Abhinandan Bhawan (West Wing) Indian Institute of Technology, Indore Khandwa Road, Simrol, Indore-453552
05	सीपीपी पोर्टल और संस्थान की वेबसाइट पर प्री-बिड रिपोर्ट अपलोड करने की तिथि Date of Pre- Bid Report upload at CPP Portal and Institute Website	February 20, 2025
06	बोली जमा करने की आरंभ तिथि Bid Submission Start Date	February 20, 2025
07	ऑनलाइन बोली जमा करने की अंतिम तिथि और समय (तकनीकी और वित्तीय बोली) Last date & Time of Submission of Bids Online (Technical and Price Bid)	March 03, 2025, upto 3:00 PM Please refer tender Terms at IIT INDORE'S website
08	तकनीकी बोलियाँ खोलने की तिथि एवं समय Date & Time of Opening of Technical Bids	March 04, 2025 at 03.00 PM Please refer to tender terms at IIT Indore website
09	कृपया निविदा से संबंधित अपना सभी संचार निम्नलिखित पते पर संबोधित करें: Kindly address all your communication related to the tender to:	Assistant Registrar, Service Contracts Section 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-660 Ext 3369/3408 Email: servicecontracts@iiti.ac.in
10	बोली ऑनलाइन जमा करने हेतु Submission of Bid Online	http://eprocure.gov.in/eprocure/app
11	मूल्य बोली खोलने की अनुसूची Schedule of Price Bid Opening	Schedule for opening of Price Bids will be notified via CPPP only to the bidders qualifying the Technical Bid evaluation.
12	किसी भी आवश्यक सहायता के लिए संपर्क करे FOR ASSISTANCE, IF ANY	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

Note:

- Prospective bidders are advised to attend Pre-bid meeting for better comprehension of Institute's requirements and scope of work.
- Prospective bidders are advised to submit their Queries as per Form-IX, if any, bearing tender no., and marked "Queries for Pre-Bid Meeting" through Mail at servicecontracts@iiti.ac.in as per the schedule mentioned above.

अनुभाग 2 / SECTION 2**भाग / Part - A****ऑनलाइन बोली जमा करने के लिए बोलीदाताओं को निर्देश****INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION**

1. Tender shall be submitted in accordance with the instructions mentioned hereafter, which shall form the part of the tender and the contract, and any tender not confirming the instructions as under is liable to be rejected.
2. 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)) for Online Bid Submission. 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. Bidders are requested to read the tender documents carefully and ensure all compliance with instructions herein. Non-Compliance of the instructions contained in this document may disqualify the bidders from the tender process.
4. **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, hereby called as Institute, 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 Institute shall have the right to verify the particulars furnished by the bidder independently.
8. Bidder shall take into account all costs including manpower, kitchen equipment and utensils at the campus of the Institute before quoting the rates. In this regard, no claim for any extra payment/ work for any reason shall be entertained.
9. The place of service is **Central Dining Hall and/or Hostels, IIT Indore, Khandwa Road, Simrol, Indore, Madhya Pradesh- 453552.**
10. All documents & price bid uploaded as per this NIT are to be digitally signed by the Bidder.
11. **ONLINE BIDS** will **only** be accepted. All the requisite supporting documents mentioned in the NIT must be uploaded online at <http://eprocure.gov.in/eprocure/app>. Bids sent through **FAX, E-mail, by hand and/or by any post/courier** shall **not** be accepted/ processed, in any case.
12. Bidder 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 the 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 Institute 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>

अनुभाग 2 / SECTION 2**भाग / Part - B**

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 to others, which may lead to misuse.
6. Bidder should then log 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

1. There is various search options available in 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.
2. 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.
3. 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/pre-bid 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 should submit the bid documents well in advance to avoid last minute glitch and delay. 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 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 must 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 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 (arsc@iiti.ac.in) addressing to the Assistant Registrar (Service Contracts), IIT Indore.
8. **Online Bid Form:** The bidder shall complete the online bid form along with 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 tender. 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 per student per day (total of all three meals i.e. Breakfast, Lunch, & 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.
 - (a) The price of the service charges should be clearly mentioned along with GST.
 - (b) Any other service offered should be clearly mentioned.
 - (c) Any element of cost, taxes, duties levy etc. not specifically indicated in the online bid, shall not be paid by the IITI.
 - (d) **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.**

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

अनुभाग 3 / SECTION 3**सामान्य नियम और शर्तें****GENERAL TERMS AND CONDITIONS**

1. **Bidder:** Tenders are invited only from **Service Provider/ Agency/ Firms/ Companies** having minimum **five** years of experience in **providing Dining and Catering services** including uninterrupted operations for the past **three** consecutive financial years, in any Organisation/ Institute as on the last date of bid submission.
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. If the disqualified firms do not represent or raise concerns within the **7-day window, their opportunity to dispute the disqualification is forfeited.** After the week, the tender process will move forward without considering any further representations, and no late objections will be entertained.
 - (b) **PART B - Financial Bid:** Financial bids of only technical qualified responsive bidders will be opened.
3. **Pre-Bid Meeting:** The Pre-Bid meeting for this tender is scheduled as specified in the Schedule of Tender document. **Its purpose is to address any questions or clarifications from prospective bidders regarding the technical bid and commercial terms and conditions.**
 - a) To facilitate this, bidders are encouraged to submit their queries, if any, using the format provided in **Form IX.** The submitted queries should clearly reference the tender number and title and must be marked as "Queries for Pre-Bid Meeting."
 - b) These queries should be sent via email at servicecontracts@iiti.ac.in. The schedule for submitting queries is mentioned in Section 1 of the tender document, and no queries will be entertained after the date of the Pre-Bid meeting.
 - c) Following the meeting, if any modifications to the bidding documents are required, these will be communicated to all prospective bidders through an official notification of amendment. This will be made available on both the IIT Indore website and the CPP Portal. Make sure to submit any queries within the prescribed time frame, as no further questions will be addressed once the Pre-Bid meeting has concluded.
4. **Bid Submission:** Bidders are requested to submit the bids **only 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 at <http://eprocure.gov.in/eprocure/app>.
5. **Late Bids:** The Institute will not be responsible for delay arising due to any reason.
6. **Bid Validity:** 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 after the deadline for submission of bids. No bid can be withdrawn after the deadline for submission of bids till the expiry of the period of bid validity.
8. Benefits to Micro and Small Enterprises (MSEs) & Start-up India will be as per the Govt. of India policy.
9. **Bid Security (EMD):** Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are Micro and Small Enterprises (MSEs), Central Purchase Organization (CPO), Startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT). 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. In case the unit is not covered as above, EMD should be submitted online via <https://www.onlinesbi.sbi/sbicollect/collecthome.htm> and the payment reference should be attached in PDF along with the technical bid.
 - (a) EMD will be returned to the unsuccessful bidders within 30 days from the finalization of technical evaluation.
 - (b) EMD will be forfeited if the qualified bidder fails to accept the order or fails to provide the service based on his/her offer/bid.
 - (c) The EMD 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, EMD shall be liable to be forfeited by the Institute.
 - (d) No interest will be payable by the Institute on the Earnest Money Deposit.
10. **Visit to the Institute:** It shall be deemed that the Caterer has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of the bid. The cost of such visit shall be borne by the Caterer.

11. **Clarification of Tender Document:** The Caterer shall check all the pages of each and every document against page number given in tender document and, in case of any query/doubt the bidder should contact the Assistant Registrar (SCS), IIT Indore in writing to email arsc@iiti.ac.in and servicecontracts@iiti.ac.in.
12. **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.
13. **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.
14. **Evaluation Criteria for Technical Bids:-**
 - (i) The Institute shall evaluate the technical bids to verify, a) the essential eligibility criteria at Section 08, EMD/ EMD exemption certificate, and all the other required documents. Bidders who meet the pre-qualification on Part A Section -8 will be considered as qualified to move to the next stage of technical evaluation.
 - (ii) The committee shall evaluate the responses to the Tender and all supporting documents/ documentary evidence. Inability to submit requisite supporting document / documentary evidence, may lead to rejection
 - (iii) After evaluation of technical bids, the qualified bidders will be asked for power point presentation regarding the credential, plan and services including handling kitchen equipment before the Committee.
 - (iv) On the basis of technical credentials and presentation, the bidders will be assessed by the Committee and price bid only of suitable qualified bidder/s will be opened for further evaluation.
 - (v) **The Caterer selection shall be based on the marks awarded considering the total marks obtained by the caterer as per the evaluation procedure given below:**
 - a) technical parameters: 100 scores (weightage 30%)
 - b) financial parameters: 100 scores (weightage 70%)
 - (vi) **The merit list shall be made based on the highest total score [evaluated Technical Score (TS)*0.3 + evaluated Financial Score (FS)*0.7] and the bidders will be ranked as H1, H2, H3...and so on.**
15. **Preliminary Examination:** The Institute will constitute a Technical Evaluation Committee which shall examine the bids to confirm that all basic requirements, documents and technical documentation requested in Section 8 have been provided as desired by the Institute.
16. **Presentation:** The Bidder will be called for presentation of the scope of service, documents as part of the evaluation process.
17. **Financial Bid:** The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and is verified by the Technical Evaluation Committee as technically qualified bid.
18. **Award Criteria:** The Institute reserves the right to award the contract to the successful Bidder, also called as Caterer, whose bid has been determined to be substantially responsive and has been determined as a qualified bid both in technical and financial bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The
19. **Purchaser's Right to vary number of orders/number of students at Time of Award:** The Institute reserves the right at the time of award of contract to increase or decrease the number of orders or the number of students originally specified in the tender without any change in unit price or other terms and conditions.
20. **Purchaser's right to accept any Bid and to reject any or all Bids:** The Institute 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.
21. **Signing of Contract:** After notification of the successful Bidder, the Institute shall send an Agreement/Service Order to the successful Bidder which should be signed and returned to the Institute within **05 working days** from the receipt of the Agreement /Service Order. Cost involved in the making of the Agreement would be borne by the Bidder.
22. **Order Acceptance:** The successful bidder should submit Service/ Work Order acceptance within **05 working days from the date of issue of order/signing of contract**, failing which it shall be presumed that the service is not interested, and the bid security is liable to be forfeited.
23. **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
24. **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.
25. **Subletting of Work:** The Caterer 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.
26. **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 bids invalid and the service provider is liable to be debarred/blacklisted.
27. **Negotiation:** If the price offered by the best evaluated bidder is considered not acceptable, the Institute reserves the right to call for techno-commercial/ price negotiations. The bidder should depute a competent representative for such discussion/negotiations whenever called for and he/she shall be competent to make on-the-spot decisions. 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).
28. The Institute does not bind itself to accept the lowest or any tender and may cancel/withdraw the tender without assigning any reason. No claim whatsoever, for any reason arising out of such action, will be entertained by the Institute.
29. **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 contract 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.
30. Please inform the Institute in writing **whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore.**
31. The Institute, at any stage, reserves the right to **modify/alter/insertion/deletion** on any part of the NIT/tender document to ensure fulfillment of its service requirement.
32. The instructions about bidding given in this Tender Document 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.
33. **Breach of Terms and Conditions:** In case of cancellation of order due to Non-compliance with Terms and Conditions and Breach of the Contract, no compensation will be paid towards the progress of order.
34. **Termination:**
- (a) **Termination on expiry of the Contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Institute has exercised its option to extend this Contract in accordance with the provisions, if any, of this Contract.
 - (b) **Termination on account of Force Majeure:** Either party shall have the right to terminate this Contract on account of Force Majeure.
 - (c) **Termination on Account of Insolvency:** In the event of the Caterer, 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 the Institute shall, by a notice in Writing have the right to terminate this Contract and all the Caterer's rights and privileges hereunder, shall stand terminated forthwith.

- (d) **Termination for Unsatisfactory Performance:** The Institute will judge the performance of the Caterer through Mess Feedback Model & Assessment Form and/or number of times penalties have been levied. If the Institute considers that the performance of the Caterer is unsatisfactory or, not up to the expected standard, then the Institute shall notify the Caterer in writing and specify the cause of such dissatisfaction. The Institute shall have the option to terminate this Agreement by giving 30 days' notice in writing to the Caterer, if, the Caterer fails to comply with the requisitions contained in the said written notice issued by the Institute.
- (e) **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 the campus of the Institute within a maximum of 15 days (as specified in scope of work or elsewhere in contract) from the date of WO/RC. If the Caterer fails to mobilize as above, the Institute shall have, without prejudice to any other clause of the Contract, the right to terminate the contract.
- (f) **Termination due to any other reason:** If the Institute intends to terminate the contract before the agreed tenure, a one-month notice will be provided to the firm. Conversely, if the Caterer wishes to terminate the contract before the completion of the tenure, it must give a written notice of three months or continue its services until the succeeding caterer takes over the dining operations.
- (g) **Consequences of Termination:** In all cases of termination herein set forth, the obligation of the Institute to pay shall be limited to the period upto the date of termination. The Institute 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.
35. **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 mutual 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.
36. **Governing Law:** The order placed will be a contract between the Caterer and the Institute 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.
37. **Settlement of Disputes:**
- (a) **Amicable Settlement:** In case a dispute arises between the Institute and the Agency (parties) regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days from the date of receipt of notice. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Arbitration Clause shall become applicable.
- (b) **Arbitration:** In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Registrar, IIT Indore or his nominee on mutual agreement of both the parties.
- (c) The award of such Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the Registrar, IIT Indore shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Arbitration and Conciliation Act, 1996, shall apply to arbitration proceedings. The venue of arbitration shall be Indore.
38. **Cancellation of Contract:**
- (a) Notwithstanding any other provisions in this contract, the Institute reserves the absolute right to terminate the contract forthwith, if it is found that continuation of the contract is not in public interest. The Agency is not eligible for any compensation or claim in the event of such cancellation.
- (b) If at any later date, it is found that the documents and certificates submitted by the Agency are forged or have been manipulated, the work order issued to the Agency shall be cancelled and Security Deposit issued to the Institute shall be forfeited without any claim whatsoever on the Institute and the Agency is liable for action as appropriate under the extant laws.

अनुभाग 4 / SECTION 4**विशेष नियम और शर्तें****SPECIAL TERMS AND CONDITIONS**

1. **Number of Caterers:** The Institute is looking for multiple caterers simultaneously, preferably three in numbers, to cater for the dining and catering services facility. Further, around six caterers would be empaneled, and the Institute reserves the right to call the empanelled caterer for any catering/ dining service at any time. Institute is free to increase or decrease the number of serving or empaneled caterers for providing dining and catering services at any time.
2. **Base Rate:** The base rate for all three meals is ₹ 125/- per student per day including GST. Bidder quoting below the base rate would be disqualified.
3. **Payment:** The Institute will be collecting Mess fees from the students and payments will be made monthly to the Caterers to their respective bank account, subject to satisfactory service in terms of both quality and quantity, as determined by the Institute. Payments will be processed preferably within 30 working days following the submission of an invoice by the Caterer and after scrutiny and applicable statutory deductions. Upon receipt of the invoice, up to 80% of the payment will be disbursed, preferably within 7 working days from the receipt of the Invoice by the Institute, with the balance amount to be settled after the bills have been thoroughly scrutinized.
4. **Performance Security:** The Caterer must submit performance security of ₹21,00,000.00 (Rupees Twenty-One Lakhs Only), to be submitted from an Indian Scheduled Bank in the form bank guarantee valid upto sixty (60) days beyond the contract period, within 21 days from the date of the issue of notification of award. No interest will be paid by the Institute on the Performance Security deposited. In case the Caterer fails to provide satisfactory service within the contract period, the Performance Security submitted by the Caterer is liable to be forfeited. In case, the time for completion of work gets extended, the Caterer 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 Caterer, without any interest.
5. **Acceptance of Offered Price:** If the price offered by the H1 bidder is not acceptable, negotiation may be held with the H1 bidder. In case such negotiation does not provide the desired result, a reasonable or acceptable price may be proposed as a counteroffer to the bidder for awarding the contract to three caterers.
6. As per requirement, 03 (three) different caterers will provide catering service at Central Dining Hall.
7. **Selection of Three Caterers:** The bidders ranked as H1, H2 and H3, in the merit list will be asked to match the L1 Price by giving two days of time, and upon agreeing contract will be awarded as the merit list to the first **THREE bidders**. In case, non-receipt of acceptance within two days' time, it will be considered as nonacceptance for matching L1 price by the bidder. In such case, the Bidder(s) will not be considered for award of contract. Afterward, the next bidders in the merit list will be given preference.
8. On Matching to L1 price by Bidders, the contract will be awarded. If any existing vendor(s) is/are continuing under extension, then the contract will be awarded to the new caterer after expiry of previous caterer's contract period.
9. **Performance Evaluation:**
 - a) Caterer's performance will be evaluated at any time during each month on a variety of factors including quality and quantity of food, cleanliness and hygiene, service quality and punctuality. Non-compliance with menu and serving unhygienic food can result in instant monetary fine/termination of contract
 - b) In the event of repeated complaints, breach of contract, or unsatisfactory service, the service provider's contract will be terminated. A replacement will be selected from the empaneled list to ensure continuity of catering services.
 - c) In the event any non-execution of the contract by an awardee for any reason then bidder from the empaneled list will be given offer for that contract with same terms and conditions.
10. **Experience:** The Bidder should have a minimum of five years of experience in providing Dining and Catering services including uninterrupted operations for the past three consecutive financial years, in Organisation/ Institute as on the last date of bid submission. Bidder should have annual financial turnover of more than or equal to ₹2 Crore during the past three financial years i.e. 2021-22, 2022-23 and 2023-24

and not incurred any loss during these financial years. The Bidder should also submit Performance Report from any of the institute/ organisation where they have been providing similar services in the past three years in the format provided in Form-IV.

11. **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 employed 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) The caterer must be in possession of FSSAI License to operate for the said work at the Institute before commencing the operation.
- (c) **The caterer is required to ensure that all employees or staff deployed at the Institute are covered under medical and accident insurance and the copy of such insurance policy should be made available to the Dining Office.**
- (d) The caterer shall maintain updated records necessary for compliance with all applicable Acts and Rules established by the Central or State Government concerning the contracted work. These records must be available for inspection by the authorized representative at any time.
- (e) If the Caterer is found to be in violation of statutory provisions related to labor laws or has submitted incorrect, false, or misleading information/ affidavits/ documents at any stage of the tender or contract process, appropriate action—including possible debarment of the firm—shall be taken.
- (f) Any liability arising from the Caterer's failure to adhere to statutory or legal provisions shall be solely borne by the Caterer.

12. The caterer shall indemnify the Institute 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's 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 the Institute to the Caterer and/or from the security deposit(s) furnished by the Caterer.

13. **Non-successful Bidders:** Any bidder who does not qualify will be notified of their disqualification and will be given a specified time to submit a representation. No responses will be considered after the provided timeline. The Institute's decision regarding the representation will be final.

14. **Notification of Award:** Prior to the expiration of the period of bid validity, the Institute 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.

15. **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 **two years initially** and may be renewed subsequently for a further period, subject to satisfactory performance and mutually agreed terms and conditions.

16. **Rent:** Each Caterer shall pay a monthly rent of **₹35,000 for the first year for using only the cooking area. Storage area, based on availability and request may be provided at the discretion of the Institute. Any additional area provided will incur a charge of ₹35 per sq. ft. The rent will be subject to a 5% increase in subsequent years.** Water and electricity charges for the area used by the Caterer will be billed as per actual consumption. In cases of excellent performance, as determined by user feedback, the Institute reserves the right to waive part or all the rent.

अनुभाग 5 / SECTION 5**भाग / Part - A****कार्य का दायरा/ Scope of Service**

1. **Menu:** Menu would be decided by the **Mess Committee and would be binding for the Caterer**. Menu should be displayed in the **Mess area and Dining website of the Institute**. The general structure of the Tentative Menu to be served on a daily basis at the institute is provided at **Section 6**.
2. **Mess Rules:** As mentioned in Section 7, Part- A.
3. **Brands of consumables permitted for use:** As mentioned in Section 7, Part- B.
4. Apart from providing dining and catering to the students, **the Caterer would be given an opportunity to 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.
5. Mess timing, Menu, and any change in the price would be done in consultation with Mess Committee and displayed distinctly in the dining area and website.
6. Bidder(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.
7. **Inspection:** Institute Officials, Mess Committee, Gymkhana and nominated students 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 the Institute Officials, Mess Committee frequently and the firm shall not deny access for such inspections. The Institute Officials/ Mess Committee has the right to take samples of all material used in cooking and check the same for quality at recognized laboratories/institution. Further, the store, kitchen of the firm can also be inspected.
8. **Online App:** Bidder may 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:**
 1. Caterer should ensure proper hygiene in the kitchen and dining halls and will always keep the kitchen/ dining hall/ washing area/ raw material store free from flies/ cockroaches/ mosquitoes/ rats/ insects and other pests.
 2. Housekeeping and Pest control in the kitchen and area used by the Caterer should be a regularly done by the Caterer at their own cost.
 3. Cleaning of Tables and Chairs placed in the dining hall is to be done by the Caterer.
 4. The kitchen and dining areas are to be cleaned properly after every meal or whenever required.
 5. Disinfection is to be done once a week and as and when required.
 6. All grease traps will be cleaned on daily basis and kept in serviceable conditions.
 7. Deep cleaning of the kitchen and dining halls should be done fortnightly, including cleaning fans, exhaust fans, windows, meshes, etc. Frequent cleaning and changing Baine Marie's water should be done.
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 by the Caterer.
11. **Transportation:** Caterer will have to arrange their own transportation to provide the services.
12. **Accommodation:** The Institute will not provide any accommodation to the staff of the Caterer.
13. **Waste Disposal and Management:**
 - (a) Caterer shall not throw any refuse or garbage or dirt in the premises or drains.
 - (b) Waste segregation and disposal in accordance with Indore standards is the responsibility of the Caterer.
 - (c) Caterer shall ensure proper disposal of the collected solid/liquid **kitchen waste daily** as per institute waste management policy.

- (d) Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the campus.
- (e) Caterer would ensure clearance of all the drains in and around the kitchen and dining hall frequently & regularly at its own cost. Lapse, if any, will invite financial penalty.
14. **Plastic Ban:** Use of plastic teacups and plastic carry bags is banned. Caterer shall use environmentally friendly material only in all activities of service.
15. It is mandatory for the Caterer to attend all official meetings of the Mess Committee whenever called failing which action may be initiated which may include monetary penalty.
16. In case of any civil or electrical work, the Caterer needs to inform the Institute through proper channel.
17. **The Caterer 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. **Caterer will bear the complete cost of the repairing and maintenance of the issued equipment. It is the responsibility of the caterer to return back all the issued equipment and utensils in the working condition at the end of contract.**
19. All payments are to be accepted/ done through online mode and no cash transaction should be done in any circumstance.
20. **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) Separate storage system is to be used for storing meat, fish, chicken and mutton.
 - (g) Maintenance of kitchen equipment such as Wash Basins, Exhaust Fan, Geysers etc.
 - (h) Upkeep and maintenance of furniture placed in the dining hall.
 - (i) Cleaning of Kitchen and Storage Area, utensils, cutlery and crockery, 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.
21. **Labour Laws:** Caterer 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.
22. **Price Hike:** 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.
23. **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.** Caterers will not be paid for the notified days of absence of the student. Caterer shall be responsible for ensuring that the students who are given rebate are not allowed to dine during the period of said absence. The rebate policy is likely to be modified from time to time and any modification incorporated will be binding to the Caterer.
24. **Semester break policy.** The Caterer must coordinate with the Mess Committee to obtain the exact number of diners during semester breaks. Payment would be done as per the actual number of diners during the semester break.
25. **Short Term Courses.** Caterer will be responsible for providing dining and catering services for all short-term courses/event conducted by the Institute.

26. Caterer shall not make any addition/alteration or variation in the dining facility or the kitchen area.
27. Caterer will be required take appropriate safety measures against outbreak of fire and will be held responsible in case such an incident occurs.
28. Caterer will maintain all the records of numbers of personnel dining in the facility (e.g. Monthly diners, daily coupons or visitors) at its own cost and such records should be provided to the Institute whenever demanded.
29. Vegetarian and non-vegetarian food should be cooked in separate utensils and sections for this purpose.
30. The scope of work may change based on the policy of the Institute in special unknown circumstances like COVID infection outbreak, quarantine, etc.
31. **Staff Requirement.**
 - (a) **Medical:** All staff of the Caterer should be medically fit and free from any contagious disease as certified by a registered doctor. The Institute is free to demand certificate in this regard.
 - (b) **Police Verification:** All staff of the firm should be required to have undergone police verification.
 - (c) **Integrity and Conduct:** The firm will be responsible for behaviour and conduct of its workers. No staff with doubtful integrity and/or having bad record shall be engaged by the firm.
 - (d) **Grooming Standards will be as follows:**
 - (i) Hair: Close out, Combed.
 - (ii) Uniform: Clean & ironed, Complete in all respect shoe & socks, Shoe polished.
 - (iii) Nails: Manicured.
 - (iv) Shave: Close Shave, Moustache & Beard properly trimmed.
 - (v) Hygiene: No body odour and bad breath.
 - (vi) Physical appearance should not be sloppy.
 - (e) 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.
 - (f) The Caterer and all workers will abide by the rules and regulations laid down by the Institute.
32. The penalties for violation of rules and terms and conditions are placed at **PART C of Section 7.**
33. The Caterer will take appropriate safety measures including against outbreak of fire and will be held responsible in case of such an incident occurring.
34. The Caterer 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.**
35. The permission granted to the Caterer 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.
36. The Caterer shall not make use of the premises for any illegal, immoral or unlawful purposes.
37. The Institute shall have no liability in any case to compensate the Caterer for damage/ loss due to natural calamities, medical emergency of the Caterer's staff, damage of Caterer's equipment/ item or for the reasons beyond the control of the Institute.
38. Food safety, hygiene at every stage i.e. sourcing of raw materials, storage, 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.

Company Seal

(Signature of the Tenderer)

Name:

Designation:

Business Address :

Date:

अनुभाग 6 / SECTION 6**अस्थायी मेनू की सामान्य संरचना/ General Structure of Provisional Menu****(Kindly note that the menu is indicative in nature and might change)****Breakfast**

- (a) Unlimited 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

- (a) Unlimited Rice and Chapati (both with and without Ghee),
- (b) Unlimited Dal or Sambar or Rasam,
- (c) One unlimited gravy Vegetable and One unlimited 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

Dinner

- (a) Unlimited Rice and Chapati (With and without Ghee),
- (b) Unlimited Dal or Sambar,
- (c) One unlimited gravy Vegetable and One unlimited 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)

Additional Items

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

1. Salt, Pepper, Sugar, Pickle, Mouth freshener, Fennel with sugar.
2. Paper Napkins
3. Good quality toothpicks (wooden)

Company Seal**(Signature of the Tenderer)****Name:****Designation:****Business Address :****Date:**

दिनवार संभावित मेन्
Tentative Menu Day-wise

Day	Breakfast	Lunch	Dinner
Monday	Chai, coffee, Milk Bread, Butter, Jam Corn flakes, Boiled egg, Fruit 1. Pav Bhaji 2. Sprouts	1. Mix Veg 2. Arhar dal tadka 3. Lemon Rice & Chapati 4. Green chutney 5. Sweet Lassi Salad, Pickle, Papad	1. Methi Aloo 2. Dal Tadka 3. Jeera Rice & Chapati 4. Tomato Chutney 5. Gulab Jamun 6. Rasam Salad, Pickle, Papad
Tuesday	Chai, coffee, Milk Bread, Butter, Jam Corn flakes, Boiled egg, Fruit 1. Idli and Sambhar 2. Coconut Chutney 3. Green Chutney	1. Rajma 2. Masoor Dal fry 3. Jeera Rice & Chapati 4. Green chutney 5. Neembu Pani Salad, Pickle, Papad	1. Chole 2. Dal tadka 3. Veg Biriyani & Chapati 4. Green Chutney 5. Besan Ladoo 6. Bondi Raita Salad, Pickle, Papad
Wednesday	Chai, coffee, Milk Bread, Butter, Jam Corn flakes, Boiled egg, Fruit 1. Puri Sabji 2. Sprouts	1. Baingan Bharta 2. Moong Masoor Dal 3. Jeera Rice & Chapati 4. Imli chutney 5. Boondi Raita Salad, Pickle, Papad	1. Paneer bhurji 2. Moong daal 3. White Rice & Chapati 4. Green Chutney 5. Moong Dal Halwa 6. Corn soup Salad, Pickle, Papad
Thursday	Chai, coffee, Milk Bread, Butter, Jam Corn flakes, Boiled egg, Fruit 1. Uttapam/ Medu Vada 2. Sambhar 3. Coconut chutney	1. Dry Chowli 2. Black Chana 3. Lemon Rice & Chapati 4. Tomato chutney 5. Curd Salad, Pickle, Papad	1. Besan Gatta 2. Dal Makhani 3. Jeera Rice & Chapati 4. Green Chutney 5. Rasgulla 6. Tomato Soup Salad, Pickle, Papad
Friday	Chai, coffee, Milk Bread, Butter, Jam Corn flakes, Boiled egg, Fruit 1. Poha 2. Sev 3. Chopped Onion 4. Tomato and Lemon	1. Aloo Bhujiya 2. Kadhi Pakoda 3. Jeera Rice & Chapati 4. Green chutney 5. Jaljeera Salad, Pickle, Papad	1. Aloo Matar Tamatar 2. Dal palak 3. White Rice & Chapati 4. Green Chutney 5. Kheer 6. Rasam Salad, Pickle, Papad
Saturday	Chai, coffee, Milk Bread, Butter, Jam Corn flakes, Boiled egg, Fruit 1. Aloo Paratha 2. Dahi 3. Green & Red Chutney 4. Sprouts	1. Veg Manchurian 2. Noodles 3. Dal Tadka 4. Fried Rice 5. Green Chutney 6. Red Chutney Salad, Pickle, Papad	1. Khichdi 2. Arhar Dal Tadka 3. White Rice & Chapati 4. Green Chutney 5. Coconut burfi 6. Vegetable Soup Salad, Pickle, Papad
Sunday	Chai, Coffee, Milk Bread, Butter, Jam Corn flakes, Boiled egg, Fruit 1. Masala Dosa 2. Coconut Chutney 3. Sambhar	1. Chola Bhature 2. White Rice & Chapati 3. Green Chutney 4. Masala Chaas Salad, Pickle, Papad	1. Paneer Lababdar 2. Mix Dal 3. Jeera Rice 4. Green Chutney 5. Sahi Tukda with Rabri 6. Manchow Soup Salad, Pickle, Papad

अनुभाग 7 / SECTION 7**भाग / Part - A****भोजनालय के संचालन से संबंधित नियम****Rules Pertaining to the Functioning of Dining**

1. The caterer should be prepared for serving at least 700 (actual number may vary) students during academic session, but the actual number could be higher/ lower based on the preference of the students and/or semester break. The numbers are subject to change based on how well the caterer meets the expectations of the Institute and the students.
2. The tentative mess timings on working days are as follows:

Breakfast:	07:00 am – 09:30 am
Lunch:	12 noon – 02:30 pm
Dinner:	07:00 pm – 10:00 pm
3. The tentative mess timings on Holidays including Sunday are as follows:

Breakfast:	08:00 am – 10:30 am
Lunch:	12:30 pm – 03:00 pm
Dinner:	07:30 pm – 10:30 pm
4. Menu, as decided by the Mess Committee, will be strictly followed. Any changes should be done with the prior permission of the Mess Committee.
5. 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.
6. Food should not be too oily or spicy so that it caters to the taste of community in general.
7. Paneer is to be served at least twice a week or in accordance with the approved menu.
8. Jain food is to be served every day on a separate counter.
9. Use of Dalda / Vanaspati Ghee/ MSG salt/ Food colour is strictly prohibited.
10. Use of Monosodium Glutamate (Ajinomoto) is strictly prohibited.
11. Oil remaining after deep frying should be disposed off and not re-used.
12. For every 150 students, 1 counter should be operational during the mess timings.
13. Services should be fast, and students should not stand in queue for more than 15 mins at any time.
14. Firms are to ensure the freshness of perishable items.
15. Extra food items may be sold by the firm in consultation with Mess Committee and approval from the Institute Authorities.
16. Different serving area is to be arranged for veg and non-veg items including preparation.
17. Feedback/complaint register should always be available at the counter. Every complaints/suggestion must be responded. Institute Authorities and Gymkhana would regularly inspect the complaint register.
18. The services are to be provided daily.
19. Food should be cooked, stored and served under hygienic conditions. Caterer is to ensure that only freshly cooked food is served. Stale food is to be disposed off at the earliest.
20. In case of any food poisoning to any member due to food served by the Caterer, then strict action will be taken against the Caterer and the Caterer will be required to reimburse complete medical expenses.

21. Expired items are not to be used in cooking under any circumstances. Use of colours/banned items as per industrial practices is prohibited.
22. 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.
23. Adequate manpower should be available at all times to provide the requisite services. The presence of Manager or Supervisor is mandatory during every serving.
24. 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 Mess Committee and prepare food accordingly.
25. 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.
26. **Sick Meals:** Sick meals should be provided based on registration (to get the numbers) for students who are unwell. 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.
27. **Jain Meals:** Jain meals should be provided daily as a separate counter based on registration (to get the numbers) (Menu to be decided by Mess Committee).
28. **Fast Meals:** Special food for fasting students may be served based on request from Mess Committee with pre-registration at least two days in advance at no extra cost.

Company Seal

(Signature of the Tenderer)

Name:

Designation:

Business Address :

Date:

संस्थान द्वारा प्रदान की जाने वाली वस्तुओं की सूची
List of Items provided by the Institute

1. Cold Storage, of around 280 sq. ft, facility is available in the Dining area.
2. Additionally, the following items may also be provided by the Institute.

Ser	Name of Items	Quantity
1	Thali storage racks	2
2	Worktables	10
3	Service Trolley	3
4	Platform trolley	2
5	Vertical storage rack	4
6	Three pot sink	3
7	Potato onion cage	2
8	Cold storage room	3
9	Bain Marie	13
10	Dosa Plate	4
11	Masala Trolley	3
12	Chapati Plate puffer	3
13	Utensils Trolley	0
14	Counter tables	2
15	Kadai Stand	3
16	SS bucket Dustbin with lid	10
17	Plastic Dustbin	3
18	SS trolley with wheels	3

मेस फीडबैक मॉडल और मूल्यांकन प्रपत्र
Mess Feedback Model and Assessment Form

Mess Committee will collect the feedback and carry out based on the tables below and evaluate the Caterer's performance monthly. According to the rating, student caping is to be given.

Model Feedback for Evaluation

Category	Description	Weight Factors	Points (p)				
			Very Poor	Poor	Average	Good	Very Good
			1	2	3	4	5
A	Waste Disposal	1					
B	Uniform and Punctuality	2					
C	Quality of Ingredients	3					
D	Cleanliness and Hygiene	4					
E	Overall Satisfaction - Breakfast	10					
F	Overall Satisfaction - Lunch	10					
G	Overall Satisfaction - Dinner	10					

$$\text{Overall Performance Index (O. P. I.)} = \frac{(ap) + (bp) + (cp) + (dp) + (ep) + (fp) + (gp)}{40}$$

- Mess Committee shall provide the points for A, B, C and D.
- Points for E, F, and G will be computed by averaging subscriber feedback.
- For any analysis or assessment to be made, **at least 100 feedback responses** from students or users must be collected. This number ensures that the feedback sample is large enough to be statistically meaningful and reflective of the general experience, rather than based on just a few opinions.
- Mess Committee will formulate recommendations based on feedback points.
- The indicative set of actions corresponding to the points obtained in the performance evaluation is listed in the Table below.

Overall Performance Index (OPI) based actions

Ser	O.P.I.	Recommended Action
1.	4.00 – 5.00	Nil
2.	3.50 – 4.00	Warning
3.	2.50 – 3.50	5% deduction of monthly food bill with Warning
4.	1.50 – 2.50	10% deduction of monthly food bill with Warning
5.	< 1.50	Termination of Tender

प्रति शिफ्ट न्यूनतम स्टाफ की आवश्यकता
Minimum Staff Requirement per shift

1. The minimum staff requirement per shift is as mentioned below:

Staff	Number of staff	Dress code
Manager*	1	Uniform with name and designation badge
Supervisor	1	
Storekeeper	1	
Cooks and Assistants	8	
Housekeeping	2	
Dishwashing people	6	
Counter/ service staff	1 per counter	

2. No person above 50 years of age should be employed for any purpose.
3. The Caterer, at his own expense, should conduct medical examinations of all the workers every six months and keep the original certificates of fitness, indicating that they are free from any communicable disease, available in the mess for inspection.
4. Staff should always be wearing clean uniform and have a name and designation badge.
5. Mobile phone numbers of the Mess Manager and Supervisors on duty should be displayed in the dining halls along with their picture.
6. The Mess Manager and supervisors should be available during the breakfast, lunch and dinner timings.

*** Mess Manager (Should have master's degree in related field with an experience of at least 2 years of supervision of mess / catering in an organization comparable to IIT Indore in terms of area and size / at least a three-star hotel) will be deputed by the caterer in who shall necessarily be present for overall management of operations.**

भाग / Part - B**मेस में अनुमत उपभोग्य वस्तुओं के ब्रांड्स/
Brands of Consumables permissible in Mess**

1.	Salt	Tata iodized / Aashirvaad / Patanjali
2.	Spices	MDH / Catch / Everest
3.	Ketchup	Kissan / Heinz / Nestle / Orchard Lane / Del Monte
4.	Mustard Oil	Fortune Premium / Dhara / Patanjali
5.	Oil (Sunflower/Groundnut)	Fortune Sunlite / Saffola
6.	Pickle	Nilons / Patanjali / Priya / Everest / Tops
7.	Wheat flour	Aashirvaad superior MP atta / Fortune Chakki Fresh atta / Patanjali Chakki Atta, Whole Wheat with Bran / Pillsbury Chakki Fresh Whole atta / Aashirvaad
8.	Noodles	Nestle / Chings
9.	Butter	Amul / Mother Dairy
10.	Milk	Amul / Sanchi / Mother Dairy (toned milk)
11.	Paneer	Amul / Mother Dairy / Sanchi (Packed)
12.	Ghee	Amul / Mother Dairy / Sanchi (cow ghee)
13.	Bread	Brittania / Amul / Mother Dairy / Top n Town
14.	Jam	Kissan / Tops
15.	Tea	Tata Premium Tea / Red Label
16.	Green Tea	Lipton / Organic India / Kahwa
17.	Coffee	Nescafe classic / Bru new rich aroma
18.	Rice	Daawat Super basmati rice / Fortune Everyday basmati rice / India Gate Dubar Basmati rice
19.	Biriyani Rice	Daawat Biriyani basmati rice / India Gate Dubar Basmati rice
20.	Idli Rice / Dosa rice	Daawat mogra 1
21.	Cornflakes	Kellogg's / Barry's
22.	Papad	Lijjat / Bikaji / 420
23.	Honey	Dabur / Patanjali
24.	Refined Wheat Flour (Maida)	Fortune / Patanjali / Aashirvaad
25.	Sauce	Kissan / Nestle / Tops
27.	Chickpea Flour (Besan)	Fortune / Tata Sampann
28.	Ready-made batter mix (Dosa, Rava, Idli, etc)	MTR/ Gangwal, Talati
29.	Dish Washing material	Vim / Pril / Presto / Colin
30.	Hand Wash	Dettol / Savlon

Note:

1. Preferred brands are bold in format.
2. Caterer shall seek approval of the Mess Committee and Dining Office to replace the preferred brands from the option mentioned above.
3. In case the above-mentioned options are unavailable in the market, the Caterer may use any FSSAI-approved brands, but only with written permission from the Mess Committee and Dining Office.
4. Caterer will be required to provide a copy of all GSTN bills, along with photo of the items stored in the campus, to the dining warden's office for inventory verification.

आवश्यक मेस सामग्री / उपकरण
Essential Mess Items / Equipment

Ser	Equipment Name	Quantity
1.	Plates	1200 nos.
2.	Spoons	1400 nos.
3.	Water Glasses (310 ml)	1200 nos.
4.	Tea/Milk Glasses (150 ml)	1200 nos.
5.	Idli Maker	3 nos.
6.	Dosa Tawa	3 nos.
7.	Wet Masala Grinder (Capacity = 30 Ltr, Power = 3/5 HP)	1 no.
8.	Atta Kneading Machine (Capacity = 40 Kg, Power = 3 phase)	1 no.
9.	Pulverizer (Power = 5 HP)	1 no.
10.	Commercial Mixer Grinder (Capacity = 10 Kg, Power = 1 HP)	1 no.
11.	Chapati Puffer	2 nos.

The items mentioned above are bare minimum, which is required and is not exhaustive. number and specification of the equipment and utensils that the caterer needs always to maintain.

If some of the equipment gets damaged, the caterer should have a spare for it for smooth catering in the mess.

There should be separate utensils and equipment for Veg and Non-veg in the kitchen.

भाग / Part - C**नियमों / शर्तों का उल्लंघन करने पर दंड****Penalties for Violation of Rules/ Terms and Conditions**

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

Ser	Discrepancy	Penalty
(a)	Unavailability of complaint register on the counter/ discouraging writing complaint	₹5,000/- or 10% of daily billing whichever is more
(b)	Complaint of unwanted items* found in any meal	₹20,000/- or 50% of daily billing whichever is more
(c)	5 or more complaints of unwanted items found in a meal	Termination of contract
(d)	Complaints on unclean utensils	₹5,000/- or 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/- or 10% of daily billing whichever is more
(g)	Finishing of food before mess timings	₹5,000/- or 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/- or 20% of daily billing whichever is more
(j)	Improper personal hygiene of workers, in kitchen area, dining area	₹10,000/- or 20% of daily billing whichever is more
(k)	Absence of Proprietor from mess council meeting	₹20,000/- or 40% of daily billing whichever is more
(l)	Non-compliance of mess timings	₹10,000/- or 20% of daily billing whichever is more
(m)	Accepting Cash	₹5,000/- or 10% of daily billing whichever is more
(n)	Impolite behaviour of staff	₹5,000/- or 10% of daily billing whichever is more
(o)	Damaging/ Modifying any structure/ not maintaining any structure/ space in kitchen or dining hall	₹10,000/- for each structural damage or Actual value of repair of damage whichever is more
(p)	Use of substandard raw materials/ adulterated materials	₹5,000/- or 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/- or 20% of daily billing whichever is more
(r)	Denial from providing dining and catering services to the students	Termination of contract and blacklisting
(s)	Violation of standard food serving procedures and/or tender norms#	₹5,000/- or 10% of daily billing whichever is more

***Unwanted items are defined (but not limited to) as:**

1. Harmful items like blades, glass, metal wires, pieces of plastic, nails, etc.
2. Presence of cockroaches, lizards, insects etc., in cooked food or raw material
3. Presence of non-veg items in veg dishes
4. Presence of hair in food or in serving utensils
5. Presence of food colour in served food or food colour found in storerooms
6. Reuse of cooking oil, which is used for cooking non-veg food, to prepare veg items

#मानक खाद्य परोसने की प्रक्रियाओं और/या निविदा मानदंडों का उल्लंघन निम्नलिखित (लेकिन केवल इन्हीं तक सीमित नहीं) के रूप में परिभाषित किया गया है:

#Violation of standard food serving procedures and/or tender norms are defined (but not limited to) as:

1. Usage of spoiled/stale food ingredients, for example, rotten vegetables, infected grains, expired items etc.
2. Usage of MSG(Ajinomoto), etc., or if found in the storage room.
3. Non-segregation of waste and/ or littering of waste.
4. Usage of brands /items that do not comply with the brand mentioned in the tender document or are not FSSAI verified.
5. Reuse of heated oil
6. Adulteration of milk (lactometer range does not show the ideal range)
7. Poor maintenance of kitchen and mess area/tampering of the drainage system
8. Late serving of food (waiting time in any case should not be more than 15 minutes)
9. Using non-utensil washing detergents
10. Insufficient number of serving/ cooking/ storage equipment
11. Violation of hygiene standards, for example, non-usage of gloves and caps, non-maintenance of personal hygiene, etc.
12. Noncompliance with worker's dress Code.
13. Use of newspapers to keep fried items or cooked food

अनुभाग 8 / SECTION 8**भाग / Part - A****पूर्व योग्यता मानदंड/Pre-Qualification Criteria****List of documents to be uploaded with Technical Bid**

Ser	Details	Supporting Document to be Submitted	Page No.
1.	Bidder must have a minimum of five years of experience in providing Dining and Catering services including uninterrupted operations for the past three consecutive financial years, in Organisation/ Institute as on the last date of bid submission	Experience Letter as per Form – III and Form - IV	
2.	Declaration of Annual Turnover Declaration of Annual Turnover, Profit & Loss and Income Tax Return. Bidder should have annual financial turnover of more than ₹02 crores during the past three financial years namely 2021-22, 2022-23 and 2023-24 and not incurred any loss during these financial years.	As per Form - VII Attach a separate neatly typed sheet on the letterhead of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & 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.	
3.	Bidder 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. Copy of valid PAN card Copy of valid GST Registration Certificate	Valid Certificate of Incorporation, Registration Certificate of the firms and FSSAI License.	
4.	EMD	Transaction Receipt/ Udhyam Aadhar	
5.	Bidder Information	Form I	
6.	Acceptance of Tender Terms	Form II	
7.	Performance Report for Dining and Catering Services	Form V	
8.	Declaration Regarding Clean Track/ No Legal Action	Form VI	
9.	Solvency Certificate for an amount of ₹ 2 crore for bidder.	The certificate should be on the letter head of the Bank. This certificate should have been issued within 6 months from the original date of the submission of tender.	
10.	Integrity Agreement have to be signed by the bidding agencies.	Form XII	

Note:

1. Non-submission of all the documents mentioned above by the bidder will amount to non-eligibility for this tender and its bid shall be liable to be rejected summarily.
2. Formats have been made available for the convenience of bidders. No change should be made to these formats except filling-up details sought. In case any change is made in the format, it shall be treated as unauthorized and such tender will stand automatically disqualified.

Company Seal
(Signature of the Tenderer)

अनुभाग 8 / SECTION 8**भाग / Part – B****तकनीकी/प्रस्तुति मूल्यांकन मानदंड / Technical /Presentation Evaluation Criteria**

1. **Technical Evaluation Criteria:** Bidders who meet the **pre-qualification criteria in Part A (Section 8)** requirements would be considered as qualified to move to the next stage of technical evaluation.
2. The Technical and Financial Bid Evaluation of bidders meeting the eligibility criteria outlined in this Tender will be conducted by a technical committee appointed by the Institute.
3. The decision of the IIT Indore in the evaluation of responses to the tender shall be final. The Institute may ask for a meeting with the Bidders to seek clarifications on the bids. The Institute reserves the right to reject any or all bids on the basis of any deviation. Each of the responses shall be evaluated as per the criteria and requirements specified in the tender document.
4. All bidders must fulfill the requirements outlined in the NIT to qualify for the Technical Bid. The Institute reserves the right to relax any of the specified conditions, if necessary. Upon meeting the minimum eligibility criteria, the technical evaluation will be scored as follows:

Ser	Details	Mark	Remarks	Documents to be submitted	Mention Page No.
A	Number of users at a time for atleast one continuous financial year per organisation Only last 03 consecutive financial years data will be considered A maximum of one entry will be accepted for each year (Highest Number would be considered)			Work completion certificate mentioning the number of dinners (to be issued on letter head of the organization duly signed and sealed)	
1.	701 and above	10	Max 25 marks		
2.	501 to 700	07			
3.	251 to 500	05			
4.	100 to 250	03			
5.	< 100	Nil			
B	Catering Services provided to the Institutions/ Organisations Only last 03 consecutive financial years data will be considered A maximum of one entry will be accepted for each year			Work completion certificate mentioning order period. (to be issued on letter head of the organization duly signed and sealed)	
1.	CFTI Academic Institute	10	Max 25 marks		
2.	Non CFTI Academic Institute	07			
3.	Non-Academic Govt. Institute/ Public Limited Organization	05			
4.	Any other	Nil			
C	Based on the Performance Reports from other Institutions/ Organisation Only last 03 consecutive financial years data will be considered A maximum of one entry will be accepted for each year (Best Grading would be considered)			FORM – V to be attached	
1.	Excellent	05	Max 10 marks		
2.	Very Good	04			
3.	Good	03			
4.	Satisfactory/ Fair	02			
5.	Poor/ No remarks	Nil			
D	Pre- Qualification Criteria - List of documents to be uploaded with technical bid	10	Max 10 marks	As per Section 8- Part A	

Note: Bidders who meet all the pre-qualification criteria and have scored more than or equal to 45 marks will be qualified for the next round of technical evaluation i.e. Presentation. However, the Institute reserves the right to decrease the qualifying marks to increase the competition.

4. **Presentation for Service at IITI (Y):** Technically qualified Bidders will be invited for presentation at the appointed place, time, and date. They will be scored in a scale of 30 marks by the Institute.
5. **The presentation agenda will contain the following parameters:**
- Company Overview:
 - Experience and track record in the food service industry.
 - Number of years in business.
 - Relevant certifications (e.g., food safety, hygiene, quality standards).
 - Nutritional Standards:
 - Compliance with dietary guidelines or nutritional standards (if applicable).
 - Efforts to promote healthy eating options.
 - Food Safety and Hygiene:
 - Adherence to food safety regulations.
 - Staff training on food safety practices.
 - Inspection and audit records.
 - Waste Management and Pest Control
 - Client References and Testimonials:
 - Past or current clients with similar requirements. (The experience with other Institute of National Importance like IIT, IIM, IISER, NIPER, IISc, etc. would be preferable.)
 - References or testimonials that highlight satisfactory performance.
 - Two letters of recommendation are required to be submitted.
 - Capacity and Resources:
 - Kitchen facilities and equipment.
 - Staffing levels and qualifications.
 - Ability to scale up or down based on demand.
6. The Technical Bid Score will be a total of marks obtained in technical evaluation and presentation, as mentioned below: **Technical Bid Score (TBS) = X + Y**
7. **The threshold score for qualifying in the Technical Bid Score is a minimum of 70 out of 100.** Subsequently, financial bids of only those bidders who have scored the minimum or above in the Technical Bid Score (TBS) will be opened for further consideration.
8. **Financial Evaluation:** Bids meeting the mandatory technical requirements will only be eligible and will qualify for financial evaluation. The scoring of financial evaluation, with L1 indicating the lowest quoted total price of all meals, will be done as follows:

(a)	Lowest Financial Quoted L1	100 marks
(b)	Second Lowest Financial Quoted L2	90 marks
(c)	Third Lowest Financial Quoted L3	80 marks
(d)	Fourth Lowest Financial Quoted L4	70 marks
(e)	Fifth Lowest Financial Quoted L5	60 marks
(f)	Sixth Lowest Financial Quoted L6	50 marks
(g)	Seventh Lowest Financial Quoted L7 and above	Nil

The total score will be calculated as follows:

Total Marks = (30% of Technical Bid Score) + (70% of Financial Marks)

9. **Tie-Breaking Clause:** In case two or more bidders score equal marks in the Final Score, then the following criteria will be adopted in order of merit:
- Annual value of turnover:** Bidder having larger average of turnover of last 03 financial years will be given preference.
 - Value of similar works executed:** Bidder having a greater number of orders in the last financial year will be given preference.
 - In case of equal on (a) & (b) above, bidder having more number of orders with Government, PSUs, Autonomous Body in last three financial years will be considered.

अनुभाग 9 / SECTION 9**वित्तीय बोली/ 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. **Downloading the BoQ.xls & Submission:** Bidders are instructed to download the provided Bill of Quantities (BoQ) Excel file as it is and enter their quoted rates in the designated column. After filling it out, the completed file should be uploaded as part of their commercial bid. This ensures that the pricing information is standardized across all bidders.
3. **No Modification or Tampering:** Bidders are prohibited from modifying or tampering with the downloaded BoQ Excel template. If any changes are detected, the tender will be rejected, and the Earnest Money Deposit (EMD) paid by the bidder will be forfeited. This clause ensures the integrity and uniformity of bids.
4. **Inclusion of Taxes and Costs:** Any additional costs like taxes, duties, or other levies that are not specifically mentioned in the BoQ will not be paid by the purchaser (the entity inviting the tender). If the GST (Goods and Services Tax) amount is not explicitly stated in the BoQ, the bid will be considered inclusive of GST. The bidder will not be able to revise their rates later to account for any missing taxes, and failure to comply with this can lead to the forfeiture of the EMD.
5. **Validity:** The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.
6. **Total Cost:** The evaluation of the bids will be based on the **total cost quoted for all three meals**.
7. The format of Price bid BOQ is as follows:

Ser	Item	Total Cost in ₹ (Inclusive of GST) Rate per day per student
1	Breakfast	
2	Lunch	
3	Dinner	
Total cost for Breakfast, Lunch and Dinner per day per student		
Total cost for Breakfast, Lunch and Dinner per day per student (In Words)- Rupees		

**Base Rate is mentioned in Para 2 of Section 4.*

8. Total cost for all 03 meals (Breakfast, Lunch and Dinner) will be considered for financial evaluation.
9. Kindly refer to Para 9 & 10 of General Instructions to Bidders at Section 2 before filing the price bid.

(Signature of the Bidder)

Printed Name:

Designation:

Date:

Company Seal

Annexure-I

List of documents to be uploaded with Technical Bid

Ser	Details	Checklist Yes/No	Page No.
1.	The details of service support (Escalation Matrix details).		
2.	<ul style="list-style-type: none"> • Udyog Adhar Memorandum No., if bidder MSEs. • Copy of valid PAN card, • Copy of valid GST registration certificate 		
3.	Bidder Information – Form I		
4.	Acceptance of Tender Terms – Form II		
5.	Work Order Details – Form III		
6.	Work experience – Form IV		
7.	Performance Report for Dining and Catering Services – Form V		
8.	Declaration Regarding Clean Track – Form VI		
9.	Declaration of Annual Turnover, Profit & Loss and Income Tax Return – Form VII		
10.	Form of Undertaking of authenticity of Information/documents submitted – Form VIII		
11.	Integrity Agreement – Form XI		
12.	Solvency Certificate (Solvency Certificate for an amount of ₹ 2 crore)		
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.

प्रपत्र - 1 / FORM - I**बोलीदाता सूचना प्रपत्र****Bidder Information Form**

(To be submitted on Firm/Company Letterhead)

1.	Name of the agency	
2.	Registration Number/ Incorporation certificate (Attach copy)	
3.	Registered Address with Pin code	
4.	Name of Director/ Partner(s)	
5.	Year of Establishment	
6.	Legal Status of the Organization (tick on appropriate option)	1. Limited Company 2. Undertaking 3. Joint Venture 4. Partnership 5. Others (In case of others, please specify)
7.	Category of the Organization	1. Micro Unit as per MSME 2. Small Unit as per MSME 3. Medium Unit as per MSME 4. Ancillary Unit 5. SSI 6. Others (In case of others, please specify)
8.	Contact Name, Email Id & Mobile No.	
9.	Bank Details	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
10.	PAN No. of the Organization (copy should be enclosed)	
11.	GST No. of the Organization (copy should be enclosed)	
12.	EPF Registration No. of the Organization (copy should be enclosed)	
13.	ESI Registration No. of the Organization (copy should be enclosed)	
14.	Professional Tax Registration No. of the Organization (copy should be enclosed)	
15.	LWF Registration No. of the Organization (copy should be enclosed)	
16.	Labour Registration No. of the Organization as per CL&RA Act 1970 (registration copy should be enclosed)	
17.	Food License No (FSSAI):	
18.	Litigations, if any, connected with Catering Work	Yes/No (If yes, details to be furnished)

NOTE: Information must be filled up specifically in this format. All information provided are to be supported with documentary evidence.

Date:

Authorized Signatory

Place:

Name:

Designation:

Company Seal

Contact No.:

प्रपत्र - 2 / FORM - IIनिविदा शर्तों की स्वीकृति हेतु/ Acceptance of Tender Terms

(To be submitted on Firm/Company Letterhead)

To,
The Registrar
Indian Institute of Technology Indore
Simrol, Khandwa Road
Indore, Madhya Pradesh - 453552

Sub: Tender No.: IITI(SCS)/OCW/007/PD/2024-25 for "Dining and Catering Service at IIT Indore"

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Service' from the website(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 form(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 prebid report and 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) / prebid report/ 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 provide the service within the specified period.
8. I/We agree to provide the services after receipt of intimation regarding the acceptance of this tender/ service order.
9. I/We agree that if we fail to deliver services 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 the Institute 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.

Company Seal

(Signature of the Tenderer)

Name:

Designation:

Date:

प्रपत्र - 3 / FORM - III

Work Order Details

(To be submitted on Firm/Company Letterhead)

To,
The Registrar
IIT Indore
Simrol, Khandwa Road
Indore, Madhya Pradesh - 453552

Date :

Sub: TENDER No.: IITI(SCS)/OCW/007/PD/2024-25 for "Dining and Catering Service at IIT Indore"

Dear Sir,

1. The details of the similar work done in institutions/ organisations are as follows:

Name 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 Mobile No. & email of the Client
1	2	3	4	5	6

2. I certify that I have attached the copy of work orders for your reference, failing which, the detail(s) mentioned will not be considered.

(Signature of the Tenderer)

Name:

Designation:

Date:

Company Seal

प्रपत्र - 4 / FORM - IV

Work Experience

To,
The Registrar
IIT Indore
Simrol, Khandwa Road
Indore, Madhya Pradesh - 453552

Sub: Tender No.: IITI(SCS)/OCW/007/PD/2024-25 for "Dining and Catering Service at IIT Indore"

Dear Sir,

1. The details of work experience in the last three financial years in various Institutions/ Organisations are as follows:

Ser	Name and Address of Institution/ Organisation served	Period of Service	No. of Students/ Diners	Type of Service (Food court/ Mess)

2. I/ We hereby declare that certified Work Order Copies are attached for your reference failing which, the detail(s) mentioned will not be considered.

Company Seal

(Signature of the Tenderer)

Name:

Designation:

Date:

प्रपत्र - 5 / FORM - V

भोजन और खानपान सेवाओं के लिए प्रदर्शन रिपोर्ट
Performance Report for Dining and Catering Services

(To be issued by the organization where facility is being provided in their Letterhead)

Reference: **Tender No.: IITI(SCS)/OCW/007/PD/2024-25 for "Dining and Catering Service at IIT Indore"**

Ser	Details	Response
1	Name of the Service:	
2	Nature of Service:	
3	Name of the Company/Service Provider	
4	Address: Company/Service Provider	
5	Name and address of the organization where services are provided	
6	Name Email-id and Contact No. of the person in the organization for verification	
7	Date of award of contract (contract copy to be attached):	
8	Numbers of dinners served:	
9	Date of completion of contract:	
10	Value of work per financial year in Contract:	
11	Performance Report: <u>Excellent/ Very Good/ Good/ Fair/ Poor (Specify)</u>	
12	Remarks, if any	

Seal of the Organization

Signature of the Organization's Official

Name:

Designation:

Contact No.:

Email Id:

Date:

प्रपत्र - 6 / FORM – VI

स्वच्छ छवि/कोई कानूनी कार्रवाई नहीं होने के संबंध में घोषणा पत्र
DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION
 (To be submitted on Firm/Company Letterhead)

To,
 The Registrar
 IIT Indore
 Simrol, Khandwa Road
 Indore, Madhya Pradesh - 453552

Sub: Tender No.: IITI(SCS)/OCW/007/PD/2024-25 for "Dining and Catering Service at IIT Indore"

Dear Sir,

I/ We have carefully gone through the Terms & Conditions contained in the above-referred NIT. I/ We hereby declare that my company / firm is not currently debarred / blacklisted/ 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

Ser	Country in which the company is debarred / blacklisted / case is pending	Blacklisted / 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 Institute and EMD/ SD shall be forfeited.

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

Company Seal

 (Signature of the Tenderer)
 Name:
 Designation:
 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)

प्रपत्र - 7 / FORM - VII

वार्षिक कारोबार की घोषणा और इनकम टैक्स रिटर्नDeclaration of annual Turnover, Profit & Loss and Income Tax Return

(To be submitted on Firm/Company Letterhead)

Tender Ref. No. IITI(SC)/OCW/007/SS/2024-25

Date: DD/MM/YYYY

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Sub: Tender No.: IITI(SCS)/OCW/007/PD/2024-25 for "Dining and Catering Service at IIT Indore"

Dear Sir,

I/we hereby declare that the details of our firm's for Annual Turnover and Profit & Loss is as mentioned below, and the documentary evidence of the Audited Accounts is placed as enclosure:

Financial Year	Turnover	Profit & loss	Remarks
2021-2022			
2022-2023			
2023-2024			

I/we hereby also declare that our firm had filed Income Tax Returns for the last three financial years and the filed copies of IT Return are enclosed.

My PAN No., GST Regn. No. are as follows:

PAN –

GST –

Date:

Certified by the Chartered Accountant

Place:

Name:

Designation:

Contact No.:

Company Seal

NOTE: Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial year as specified in bid document and further details, if required, may be asked after opening of technical bids. There is no need to upload an entire voluminous balance sheet.

प्रपत्र – 8 / FORM – VIII

प्रस्तुत सूचना/दस्तावेजों की प्रामाणिकता का वचन पत्र
Form of Undertaking of authenticity of Information/documents submitted
(To be submitted on Firm/Company Letterhead)

Tender No.: IITI(SCS)/OCW/007/PD/2024-25

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Name of Work: "Dining and Catering Services at Indian Institute of Technology Indore"

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, IIT Indore has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Signature of the Bidder or his Authorized Signatory

Address with Seal of the Agency /Firm

प्रपत्र - 9 / FORM - IX

बोली-पूर्व प्रश्न प्रपत्र

Pre-Bid Query FormTender No.: IITI(SCS)/OCW/007/PD/2024-25

Date: DD/MM/YYYY

Name of the Bidder: _____

Address: _____

Email ID: _____

Contact No.: _____

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

Signature of the Bidder

प्रपत्र - 10 / FORM - X

परफॉरमेंस सिक्योरिटी प्रारूप / PERFORMANCE SECURITY FORMAT

Tender No.: IITI(SCS)/OCW/007/PD/2024-25

Date: DD/MM/YYYY

To,
The Registrar
IIT Indore
Simrol, Khandwa Road
Indore, Madhya Pradesh - 453552

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. Datedto supply (description of 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:.

प्रपत्र – 11 / FORM – XI**समयता समझौता****INTEGRITY AGREEMENT**

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

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

BETWEEN

IIT Indore, represented through Registrar, 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/Agency" 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 forat 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 Agency(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:
 - (a) 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.
 - (b) 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.
 - (c) 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.

Article 2: Commitment of the Bidder(s) / Agency(s)

3. It is required that each Bidder/Agency (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.
4. The Bidder(s)/ Agency(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)/Agency(s) will not, directly or through any other person or service provider, 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)/Agency(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies 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) / Agency(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Agency(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) / Agency(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s) / Agency(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 participates 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.
5. The Bidder(s)/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (a) The Bidder(s)/Agency(s) will not, directly or through any other person or service provider indulge in fraudulent practices means a wilful 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.
 - (b) The Bidder(s)/Agency(s) will not, directly or through any other person or service provider 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

6. 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)/Agency(s) and the Bidder/ Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:
- (a) If the Bidder(s)/Agency(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 Agency shall have powers to disqualify the Bidder(s)/Agency(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Agency 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.
 - (b) **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/Agency.
 - (c) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency 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

7. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming 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.
8. If the Bidder makes an 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/Agency as deemed fit by the Principal/ Owner.
9. If the Bidder/Agency 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/Agencies/Sub Agencies

- 10. The Bidder(s)/Agency(s) undertake(s) to demand from all sub Agencies a commitment in conformity with this Integrity Pact. The Bidder/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-Agencies/sub-vendors.
- 11. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Agencies.
- 12. 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

- 13. This Pact begins when both the parties have legally signed it. It expires for the Agency/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.
- 14. 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

- 15. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 16. Changes and supplements need to be made in writing. Side agreements have not been made.
- 17. If the Agency 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.
- 18. 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 intentions.
- 19. It is agreed 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/Contract documents with regard to 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:

.....
IIT INDORE
Date & Place:



.....
BIDDER Signature with Seal
Date & Place:

- WITNESSES:
- 1. (Indentor)
(Signature, name and address)
 - 2.
(Signature, name and address)

- WITNESSES:
- 1.
(Signature, name and address)
 - 2.
(Signature, name and address)



Page 46 of 46