



TECHNICAL PROPOSAL

INDIAN INSTITUTE OF MANAGEMENT ROHTAK

Management City, Nh-10, Southern Bye-Pass, Sunaria,
Rohtak, Haryana-124010 Phone: 01262-228503

Open Tender Enquiry

For

Invitation of open EoI Proposals for “OUTSOURCING OF CATERING AND MESS MANAGEMENT SERVICES” (Title of RFP) No. IIM-R/ FY 2019-20/OTE/07 dated 03/09/2019.

EoI processing fee: Rs. 1000/- (One thousand only) in the form of DD in favor of “IIM Rohtak General Account”, or by NEFT in to A/c No.32454536311, Bank-SBI, IFSC-SBIN0004734 (Non-refundable).

Last date and time for depositing the sealed Proposals: 25/09/2019 up to 1400 Hrs (IST)

(The EoI document is to be submitted in sealed cover, duly filled and signed using same colour ink on all pages by Auth. Signatory/Proprietor with company’s seal stamped on each page).

BRIEF DESCRIPTION OF THE PROPOSAL

1. Proposals (Offline) in sealed cover (in single stage two-proposal system) are invited for “**Outsourcing of Catering and Mess Management Services**” under which the contracting agency shall provide **Outsourcing of Catering and Mess Management Services** to IIM Rohtak at IIM Rohtak Campus at Management City NH-10, Southern Bypass Sunaria Rohtak Haryana PIN-124010 as per the details listed in Part III & IV of this RFP. Please super scribe the above-mentioned title, RFP number and date of opening of the Proposals on the sealed cover to avoid the proposal being declared invalid.
2. Indian Institute of Management Rohtak provides full residential accommodations to all its students. The mess of Students hostel is required to be managed under the overall control of IIM Rohtak Administration or as decided by the competent authority of IIM Rohtak. For smooth functioning of the hostel, the institute wishes to outsource the mess catering and management services/facility for the strength of around **150** students of the hostels.
3. The institute will be providing the designated space only (i.e. **constructed mess building with dining area, cooking area, washing area & the fixtures in as it is basis with already available dining tables/chairs**) and the arrangement for other items/utensils/consumable/appliances/crockery/serving plates, glasses, spoons, storage pots, working tables, racks, shelf, vegetable cutting machine, wet grinder, chapatti puffer, cooking burners, mixer grinder, cold storage chillers, Hand Dryers for washing Area etc. (as per contracting agency's requirements in order to accommodate the expected dining strength) shall be arranged/provided by the contracting agency only as IIM Rohtak will not be providing or procuring the items/utensils for the proposed catering/mess management requirements as stated above. These facilities will be in the charge of the contracting agency and agency will be responsible for any damage/repair/maintenance in all respect. In case of any loss or damage, the contractor will have to replace the lost items / carry out necessary repair in accordance with the instructions of the Administration Department. Other utensils, Gas refills and their safety, which are required to run the mess, will have to be arranged by the contracting agency. Regular repair and maintenance (except civil work) of the facilities provided has to be borne by the contracting.
4. The contractor will maintain in and around the mess / kitchen the safety, health and hygienic conditions. Administration suggestions / instructions regarding cleanliness have to be followed in true spirit and any expenditure towards these shall be borne by the contracting agency.
5. The successful contractor has to maintain the premises including kitchen and surrounding areas of the hostel mess. The mess will be managed by the agency in totality i.e, cooking/serving staff, preparation of food/snacks, procurement of raw material (fresh & dry ration) preparation of menu and serving of food on time.
6. All kind of items supply such as dairy items, eggs, LPG etc. will be procured/purchased by the agency itself. No utensils/mess items will be handed over to the agency and further procurement/purchase will be carried by the agency as per their need and requirement.
7. Breakfast, Lunch, Evening Snacks and Dinner as per given schedule) need to be served as per the basic **menu attached** or with modification if required and mutually agreed (during contract period) by the contracting agency & IIM Rohtak authorities.

Summary of important dates and details

Estimated cost of Tender for Catering and Mess Management Services at IIM Rohtak - Rs. 80,00,000/- (Eighty lakhs only) .

Information	Corresponding dates
Date of Publishing/Posting of EoI	03.09.2019
Date and Time of closing of EoI	25.09.2019 up to 1400 Hrs (IST)
Date and Time of opening of EoI	25.09.2019 at 1500 Hrs (IST)
EoI processing fee	Rs. 1000/- (Rupees one thousand only, Non-refundable, compulsory in all cases) in the form of DD in favor of "IIM Rohtak General Account", or by NEFT in to A/c No. 32454536311, Bank-SBI, IFSC-SBIN0004734
E.M.D. (Earnest Money Deposit).	Rs. 4,00,000/- (Four Lakh only) in the form of DD in favor of "IIM Rohtak General
P.B.G. (Performance Bank Guarantee)	Rs. 5,00,000/- (Rupees Five Lakh Only)
Period of validity of EoI	Minimum 90 days
Place of opening the Proposal	Room No.101 (First Floor), Administrative block of IIM Rohtak New Campus at Sunaria, Rohtak, Haryana PIN - 124010

8. The address and contact numbers for sending Proposals or seeking clarifications regarding this RFP are given below –

- a. **Proposals/queries to be addressed to** Chief Administrative Officer, Indian Institute of Management Rohtak
- b. **Postal address for sending the Proposals:** Indian Institute of Management Rohtak (IIM Rohtak, Sunaria Campus) Rohtak PIN -124010 (Haryana)
- c. **Name/Designation of the contact personnel:** Suresh Khatri, Superintendent
- d. **Telephone numbers of the contact personnel:** 01262-228503
- e. **E-mail ID of contact personnel:** admin@iimrohtak.ac.in and **Fax number:** 01262-274051

9. This RFP is divided into five Parts as follows:

- a. **Part I** – Contains General Information and Instructions for the Proposers about the RFP such as the time, place of submission and opening of EoIs, Validity period of EoIs, etc.
- b. **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical description/Specifications, Stipulated Period, Mode/time/duration of Service and Consignee details.
- c. **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Proposer.
- d. **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Proposer.
- e. **Part V** – Contains Evaluation Criteria and Format for Price Proposals.

10. This RFP is being issued with no financial commitment and IIM Rohtak (the buyer hereafter) reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Part I – General Information

1. Last date and time for depositing the Proposals: 25.09.2019 up to 1400 Hrs (IST) (Date to be mentioned in terms of DD MM YEAR). The sealed Proposals (both technical and Commercial, in case two Proposals are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Proposer.

2. Manner of depositing the Proposals: Sealed Proposals should be either dropped in the Eol Box marked as “**EOI BOX NO – I**” or **sent by registered post at the address given above** so as to reach by the due date and time. **Late Eols will not be considered.** No responsibility will be taken for postal delay or non-delivery/non-receipt of Proposal documents. **Proposals sent by Fax or E-mail will not be considered** (unless they have been specifically called for by these modes due to urgency).

3. Preparation and Submission of Bids:

- a. Tenders are to be submitted as per two bid system i.e.- Technical Bid and Financial Bid.
- b. All entries in the tender form should be legible and filled clearly.
- c. The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- d. All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- e. Technical Bid should contain all the documents required and EMD as specified in relevant paras. Technical Bid should also contain Tender Form, Declaration Form, Manpower Details, Performance Statement and Details of Staff available with the Agency.
- f. Financial Bid should only contain the Price Schedule duly filled as per format given in Part VII. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- g. Both the bids (Technical and Financial) separately sealed in envelopes super-scribing as Technical Bid and Financial Bid, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as " Tender for Catering and Mess Management Services at IIM Rohtak".

- h. Sealed Tenders should be addressed and submitted along with requisite documents at IIM Rohtak, Management City, NH-10, Southern Bye-pass, Sunaria, Rohtak - 124 010, Haryana latest by 25.09.2019 by 1400 Hrs.

4. Instructions regarding online Bid submission On-Line Submission

The On Line Submission will have the following activities:

- i) Submission of digitally signed copy of Tender Documents/ Addendum ii) Submission of Acceptance/Rejection of General Terms & Conditions iii) Submission of Acceptance/Rejection of Special Terms & Conditions iv) Submission of particulars of EMD
- v) Submission of **Technical Part** as under:
 - Submission of Electronic Form (Mandatory)
 - Submission of Main Bid (Mandatory)
 - Submission of Bid Annexure (Optional)

Technical Part must contain the following which is required to be submitted in the Main Bid/Bid Annexure:

- a) Duly filled in Bidder details Form as per Part-I (Sl. No. 9)
 - b) Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.
 - c) Scanned copy of Documentary Evidence of Eligibility Criteria
 - d) Technical Offer
 - e) Data Sheet
 - f) Product Brochure
 - g) Any other supporting documents the bidder wishes to submit as a part of Technical Offer
- vi) Submission of **Financial Part** as under:
- Submission of Electronic Form (Mandatory)
 - Submission of Main Bid (Mandatory)
 - Submission of Bid Annexure (Optional)

Financial Part must contain the Price Bid Schedule as per Part-V.

The entire bid-submission as above would be online on ETS.

Offline Submissions:

The bidder is requested to submit the following documents offline (i.e. physically) to **Indian Institute of Management Rohtak** before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words 'DO NOT OPEN BEFORE' (due date & time):

- i) EMD/Bid Security (Original) for Rs. **4,00,000.00**/- by Demand Draft in favour of " Indian Institute of Management Rohtak ." / Bank Guarantee in the prescribed format from a scheduled bank from its branch at Rohtak/Rohtak.
- ii) Tender Fee of Rs. 1000/- by Demand Draft in favour of "Indian Institute of Management Rohtak" payable at Rohtak.
- iii) Tender documents including all sections duly signed and stamped.
- iv) NSIC / MSME registration certificate

Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi- dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Online Public Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer. A bid cannot be opened without a correct Pass-Phrase.

It may also be noted that if a bidder fails to furnish the correct Pass-Phrase during the TOE of Technical Part, the bid shall be rejected. If the bidder fails to furnish the correct Pass Phrase during the TOE of Financial Part, not only shall the bid be rejected but also the EMD shall be forfeited.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Contractor organization to the e-tendering server/ portal.

Online Public Tender Opening Event (TOE)

E-tendering Mode only through E Tendering portal (www.tenderwizard.com/iimrohtak)

ETS offers a unique facility for 'Online Public Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Public Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Contractor organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Online Public Tender Opening Event (TOE)' has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Online Public Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by IIMROHTAK for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

Other Instructions

For further instructions, the Bidder should visit the home-page of the portal (www.tenderwizard.com/iim-rohtak) and go to the **User-Guidance Center**. The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Contractor organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Contractor organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on ETS
- ii) Register your organization on ETS well in advance of tender submission deadline on ETS
- iii) Get your organization's concerned executives trained on ETS well in advance of tender submission deadline on ETS
- iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

5. Time and date for opening of Proposals: 25.09.2019 at 1500 Hrs (IST) If due to any exigency, the due date for opening of the Proposals is declared a closed holiday, the Proposals will be opened on the next working day at the same time or on any other Day/time, as intimated by the Buyer).

6. Location of the EoI Box: "ADMINISTRATIVE BLOCK" of Indian Institute of Management Rohtak at Management City, NH-10, Southern Bye-pass, Sunaria, Rohtak Haryana PIN – 124 010. Only those Proposals that are found in the EoI box will be opened. Proposals dropped in the wrong EoI Box will be rendered invalid.

7. Place of opening of the Proposals: Room No.101 (First Floor), Administrative Block at IIM Rohtak Campus, Sunaria PIN-124010. Proposers may depute their representatives, duly authorized in writing, to attend the opening of Proposals on the due date and time. Rates and important commercial/technical clauses quoted by all Proposers will be read out in the presence of the representatives of all the Proposers. This event will not be postponed due to non-presence of your representative.

8. Two-Proposal system: : **Yes**, In case of the **Two-proposal system**, only the Technical Proposal would be opened on the time and date mentioned above for two stages evaluation. Date of opening of the Commercial Proposal will be intimated after acceptance/shortlisting of the Technical Proposals. Commercial Proposals of only those firms will be opened, whose Technical Proposals are found compliant/suitable after the Buyer does technical evaluation of both stages.

9. Forwarding of Proposals – Proposals must be forwarded by Proposers under their original memo/letter pad inter alia furnishing all details as given below-

Sl.	Information required	Details to be furnished by the proposer (It is mandatory to attach self-attested supporting documents to prove your credentials)
01.	Name of Firm	
02.	Nature/name of business	
03.	Shop/Company Act. Registration no & date of reg.	
04.	Registered office address	

05.	Phone of Registered office			
06.	Other offices address with Cont. No./Person Name			
07.	Website/Email ID of Firm			
08.	Name of Proprietor/Managing Director			
09.	Contact no of Proprietor/Managing Director			
10.	PAN No. of Firm/Proprietor			
11.	GST registration no. of Firm if applicable			
12	Firm's Bank account/NEFT details with IFS Code (attach ECS mandate or copy of cheque)			
13	Annual Turnover (Min.Rs.25 Lakh/FY) of company (with respect to all Industrial/Institutional Canteens/Mess being operated) during previous three financial years <u>(Please attach certified copies of balance sheets)</u>	FY 2016-17 (In Rs.)	FY 2017-18 (In Rs.)	FY 2018-19 (In Rs.)

10. Clarification regarding contents of the RFP: A prospective proposer who requires clarification regarding the contents of the proposal documents shall **notify to the Buyer in writing about the clarifications sought not later than 07 (Seven) days prior to the date of opening of the Proposals**. Copies of the query, clarification and updates by the purchaser will be uploaded on to the institute website (www.iimrohtak.ac.in) and on to the CPP portal (www.eprocure.gov.in), all interested proposers/parties must keep themselves updated through these on regular intervals.

11. Modification and Withdrawal of Proposals: A proposer may modify or withdraw his proposal after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of Proposals. A withdrawal notice may be sent by fax/Email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of Proposals. No proposal shall be modified after the deadline for submission of Proposals. No proposal may be withdrawn in the interval between the deadline for submission of Proposals and expiration of the period of proposal validity specified; withdrawal of a proposal during this period will result in Proposers forfeiture of proposal security (EMD).

12. Clarification regarding contents of the Proposals: During evaluation and comparison of Proposals, the Buyer may, at its discretion, ask the proposer for clarification of his proposal. The request for clarification will be given in writing and no change in prices or substance of the proposal will be sought, offered or permitted. No post-proposal clarification on the initiative of the proposer will be entertained.

13. Rejection of Proposals: Canvassing by the Proposer in any form, unsolicited letter and post-EoI correction may invoke summarily rejection with forfeiture of EMD. **Conditional Eols will be rejected.** Joint Ventures or Consortium based, conditional offers will not be accepted in any case.

14. Unwillingness to quote: Proposers unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Proposal, failing which the defaulting Proposer may be delisted for the given range of items as mentioned in this RFP.

15. Validity of Proposals: The Proposals should remain valid for **minimum 90 days** from the last date of submission of the Proposals.

16. Earnest Money Deposit: Proposers are required to submit Earnest Money Deposit (EMD) for amount of **INR 4,00,000.00 (in words Rupees Four Lakh Only) along with their Proposals (must be attached with technical proposal in case of two proposal system).** The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favor of in the form of DD in favor of "IIM Rohtak General Account", or (by NEFT in to A/c No.32454536311, Bank-SBI, IFSC-SBIN0004734) from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid/deposited for a period of **forty-five days beyond the final proposal validity period** of the EoI. EMD of the unsuccessful proposers will be returned without any interest whatsoever to them at the earliest after expiry of the final proposal validity and latest on or before the 30th day after the award of the contract. The Proposal Security of the successful proposer would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract, subject to due verification/authentication form issuing bank. Submission of EMD is exempted for those Proposers only, who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MHRD or MHRD itself. The EMD/proposal security will be forfeited if the proposer withdraws or amends impairs or derogates from the EoI in any respect within the validity period of their EoI.

Part II – Essential details of items/Services required

1. Schedule of Requirements: For "Outsourcing of Catering and Mess Management Services" at IPM Hostel Mess (IIM Campus, Rohtak) or at the places as decided by competent authority as per the details as follows:

Sl.	Item/service description	Denomination	No. of dining	Mess operation/dining time
01	Full day dining (i.e. Breakfast, Lunch, Evening tea with snacks and Dinner as per approved menu) per head/student	Each student/head per month	150 (Tentative only)	A copy of the typical menu is enclosed as Annexure I , tentative mess timings/operation Hours or as decided by Administration- Breakfast : 08.00 AM – 09.30 AM Lunch : 01.00 PM – 02.30 PM Evening Snacks : 05.00 PM – 06.00 PM Dinner : 08.00 PM - 9.00 PM

Note: No of dining person as mentioned above may increase or decrease as per the requirements of the institute and the contracting agency will have to provide the services at the contracted rates to this institute within the stipulated period during the contracted period.

- 2. Two-Proposal System– Yes,** In respect of two-proposal system, **Proposers are required to furnish clause by clause details asked and compliance to the specific information as asked below by bringing out clearly the deviations from information asked**, if any. The Proposers are advised to submit the compliance statement in the following format along with Technical Proposal (Please attach supporting documents to prove your credentials)-

SL. No.	Description	Attributes	Points	<u>Please tick at only one appropriate attributing point in each category</u>
1.	Registration of Company/Agency	If Registered under Companies Act	10	
		If Partnership Firm	7	
		If Proprietary Concern	4	
		Others	1	
2.	Total no. of Govt. Institutions/CABs/CFTIs such as IIMs/IITs served during the last three years (i.e. in providing canteens services on contract basis catering minimum 200 persons/day)	More than 5	10	
		3 to 4	7	
		1 to 2	4	
3.	Annual Turnover of company (with respect to all Industrial/Institutional Canteens/Mess being operated) during FY 2017-18 (Please attach audited balance sheet)	Rs. 91 Lakhs & Above	10	
		Rs. 71 to Rs. 90 Lakhs	8	
		Rs. 51 to Rs. 70 Lakhs	6	
4.	Total No. of workers/staff on the rolls of the Proposers organization doing job in all of its Industrial/Institutional Canteen/Mess	51 workers & above	10	
		41 to 50 workers	8	
		31 to 40 workers	6	
		21 to 30 workers	4	

Caution: - Financial net worth of the proposing agency must not be negative during previous three financial years, attach certified copies of balance sheet

Caution Note: -

- a). **Technical evaluation will have Single Stage** - Based on the attributes scored (**60% or above of the base index**) as per Part – II Para 2.
- b).The Proposer should fill-up the score column subject to supporting documents.
- c).The highest score secured by any of the agency during any stage of technical evaluation will be the base index. After evaluation of the technical Proposals, based on the above attributes, only those parties/Proposals, which secures 60% or above of the base index will be short-listed.
- d).Price Proposals of only the technically qualified parties, i.e., securing at least 60% or above of the BASE INDEX, will be opened. The date, time and venue of opening of price proposal will be intimated only to the short-listed parties.

3. Stipulated contract Period – Tentative contract period for the requested services will be for one year from the date of contract signature by both parties or as decided by the Director IIM Rohtak, Further extension will only be considered on the basis of satisfactory services being provided by the contracting agency and subject to due proceedings/approval by the competent authority.

4. Deployment and Transportation of personnel –At supplier/service provider’s expense.

5. Consignee/Hiring department details – Chief Administrative Officer, Indian Institute of Management Rohtak, Haryana, India PIN-124 010

Part III – Standard Conditions of RFP

The Proposer is required to give confirmation of their **acceptance of the Standard Conditions** of the Request for Proposal mentioned below **on their original letter head** which will automatically be considered as part of the Contract concluded with the successful Proposer (i.e. Service provider in the Contract) as selected by the Buyer. **Failure to do so may result in rejection of the Proposal submitted by the Proposer.**

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations by both parties under the contract. The deliveries/supplies and performance of the services shall commence from the effective date of the contract.

3. Arbitration: In the event of any dispute/difference/question (referred to as “dispute” hereinafter) between the IIM Rohtak and the contracting agency/seller out of or in any way concerning this contract in respect of any matter, which cannot be settled mutually, shall within 30 days from the date one party informs the other in writing that such a dispute exists, be referred to the conciliator appointed by the competent authority of IIM Rohtak. The conciliator shall give written decision within 28 days of receipt of a notification of dispute. The conciliator shall be paid per seating basis and the cost (fee, transport charges etc.) of conciliator shall be

borne equally by both the parties. In case decision of conciliator is disputed by either of the parties, it may request to the Director IIM Rohtak to appoint an Arbitrator within 28 days of the written decision of the conciliator. In neither party refers the dispute (s) for arbitration within the aforementioned 28 days, the conciliator's decision shall be final and binding. Otherwise the dispute shall be referred to the Arbitrator appointed by the Director IIM Rohtak or any other competent authority of the institute for settlement of the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996

4. Doubts/Ambiguities: If any doubt or ambiguity arises as to the meaning and effect of any provision (s) of this proposal, the same shall be referred to the Director, IIM Rohtak. The clarification, so provided by the Director IIM Rohtak shall be binding on both parties.

5. Penalty for use of Undue influence: The Service provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or unfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service provider) or the commission of any offence by the Service provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Service provider and recover from the Service provider the amount of any loss arising from such cancellation. A decision of the Buyer/Competent Financial Authority (CFA) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service provider towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Service provider to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

6. Agents / Agency Commission: The Service provider confirms and declares to the Buyer that the Service provider is the original services/provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially to the award of the contract to the Service provider ; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Service provider agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way in corrector if at a later stage it is discovered by the Buyer that the Service provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service provider will be liable to refund that amount to the Buyer. The Service provider will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either

wholly or in part, without any entitlement or compensation to the Service provider who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above MIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Service provider has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Service provider, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

8. Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Service provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or any information thereof to any third party.

9. Liquidated Damages/Penalties: Failure to supply food in terms of quality, quantity and as per the menu indicated in Annexure-I will attract penalty. For not adhering to contractual conditions, the administration Official in-charge or competent authority of IIM Rohtak shall be free to impose monetary fine as deemed fit on the contractor. Fines imposed shall be adjusted against payment due to the contractor.

- a) Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of Rs. **2,000.00** for each occasion will be imposed.
- b) Items like Aji-no-moto, Baking soda, colouring items etc. are banned and they should not be used. If they are found in the kitchen premises penalty of Rs. **5,000.00** for each occasion will be imposed.
- c) Kitchen should be kept clean. If it is not kept clean, a fine of Rs. **2000.00** for each occasion will be imposed.
- d) For damages caused by the contractor to the kitchen equipment's, vessels and other items supplied by the licensor, **twice** the cost of the equipment will be recovered.
- e) Any complaint of insects cooked along with food found in any food item would invite a fine of Rs. **10,000.00** on the contractor and the food will be cooked again and served.
- f) Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs. **1,000.00** per complaint.
- g) Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs. **2000.00** to Rs. **5,000.00** depending on the size of the stone/pebble per complaint.
- h) 5 or more complaints of unclean utensils in a day would lead to a fine of Rs. **2,000.00** on the contractor.
- i) If mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs. **5,000.00** would be imposed on the contractor.
- j) Changes in approved menu (as per Annexure-I) of any meal without permission of Mess Committee would result in a fine of Rs. **5,000.00** on the contractor.
- k) Fine on any discrepancy (personal hygiene of workers, misbehaviour by workers etc.) will lead to fine of Rs. **5,000.00** on contractor for every instance.
- l) Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee with consent of the Administration.

(m) Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

(n) In case of food poisoning and resulting sickness of dining-in members, a fine of Rs. **5,000.00** would be imposed on the contractor and full amount of medical treatment/expenses will be reimbursed by the contractor.

(p) Independent auditing of Mess functioning and operation will be carried out by the auditing agency hired by IIM Rohtak.

(q) No cash transaction will be permitted to the agency/contractor towards sale of casual meal etc. The agency/contractor will be required to have positioned POS machine or through PayTM only.

(r) Contractor will have to support in hospitality events other than the responsibilities mentioned.

Not:-Administration Department will impose any or all of the above penalties. The contractor may appeal to the Director for reduction/waiver of penalty. The decision of the Director shall be final.

10. Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

a) The Agency shall be fully responsible for faithful compliance of the provisions of the Work Order/Agreement. Any breach or failure to perform the same may result in termination of the Work Order/Agreement and forfeiture of the security deposit as well as other legal recourse.

b) The Company providing services is declared bankrupt or becomes insolvent.

c) Any misconduct/mis-behaviour on the part of personnel deployed by the Agency will not be tolerated and such personnel will have to be replaced with suitable personnel immediately failing to comply with same will lead to termination of contract.

d) The Buyer has noticed that the Service provider has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

e). The Director, IIM Rohtak reserves the right to reject any or all Eols in whole or in part without assigning any reason thereof and decision of the Director IIM Rohtak shall be final and binding on the Agency/agencies in respect of any clause covered under the contract/Eol document.

f) As per decision of the Arbitration Tribunal.

11. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. Transfer and Sub-letting: The Service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13. Legal obligations/claims: All claims/legal obligations arising against breach of legal obligation on account of labour law and other statutory compliances must be borne by the contracting agency/service provider. The Service provider shall indemnify the Buyer i.e. IIM Rohtak against all claims from a third party at any time on account of the infringement of any or all the rights/conditions mentioned in this proposal/EoI document and subsequently executed contract.

14) Amendments: No provision of this proposal/EoI document and subsequently executed contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

15) Taxes and Duties

a. If Proposer desires to ask for tax/duties extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

b. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Proposer must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of EoIs.

c. If a Proposer chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

d. If a Proposer is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Proposer that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Proposers, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Proposers.

e. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service provider.

GST etc.

f. If it is desired by the Proposer to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the proposal, it will be presumed that the prices quoted by the Proposer are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

g. On the Proposals quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Service provider at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

Part IV – Special Conditions of RFP

The Proposer is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below on their original letter head which will automatically be considered as part of the Contract concluded with the successful Proposer (i.e. Service provider in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Proposal submitted by the Proposer.

1. Special terms & conditions of Service contract:

- a). The Electricity consumed for the kitchen, store room, rest room and the wash area will be charged as per prevalent rates of IIM Rohtak. Running water in the kitchen will be metered being used by the contractor.
- b). Successful agency/contractor would be required to deposit an amount of Rs. **5,00,000.00 (Rupees Five Lakh only)** towards performance bank guarantee deposit at the time of award of contract within stipulated time if his/her offer is accepted. In case of premature termination of the contract by either side, the contractor shall be forfeited the security deposit.
- c). Dispute: In case of any dispute between the Institute and the Service Provider, the matter will be referred to Director and the decision of the Director, IIM Rohtak will be binding on the contractor/service provider.
- d). Statutory Requirement/obligation: All statutory rules, like Minimum Wages (EPF) Act, ESI Act + EPF Act, etc., as applicable for engagement of labours on daily wage are to be followed strictly as per Government norms.
- e). In case of failure to comply with the above statutory Rules, Acts, the authorities shall have the right to impose the penalty or cancel the contract.
- f). The contractor shall not assign, sublet or part with the possession of the premises and properties of the Institute therein or any part thereof under any circumstances.
- g). The contractor shall not appoint any sub-contractor to carry out any obligation under this Contract.
- h). The contractor shall vacate the leased premises with the all fixtures, furniture etc., which are institute properties in good and tenable conditions at the termination of the contract.
- i). The contractor shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities of IIM Rohtak.
- j). The security deposit will be returned within three months after the end of the contract period without interest if there are no pending issues or penalties against the contractor in any form/at any stage.
- k). Three months' notice is required from the contractor for the termination of the contract service if such a condition arises during the contract period.
- l). If the contractor and/or his team and also functioning of the mess is not up to the mark or, the quality of the food is below standard or unhealthy or unhygienic, then Institute is empowered to terminate the contract with a short notice of one week. The administration opinion is final so far as the food quality / mess management is concerned.
- m). In case of unsatisfactory performance / any dispute whatsoever / labor dispute/ emergency condition or any other reason as deemed fit by the Management Committee, the contract can be cancelled at the sole discretion of the Director IIM Rohtak.
- n). Hygiene, overall cleanliness of surrounding, kitchen and the food, raw materials, ingredients are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored / preserved / re-served after meals. Not

following Administration suggestions / instructions in above matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same (up to 10% of monthly bill as decided by hostel section).

o). The mess utensils are to be cleaned with hot water using detergent powder/soap after every meal.

p). Contractor shall be solely responsible in case of incidence/s of food poisoning etc. and shall bear the complete expenditure in all respect arising out of this for medical treatment of the hostel inmates. In addition, penalty may be imposed on the contractor as decided by the Committee of Wardens / Hall Management Committee for such incidence/s.

q). The Contractor shall use only branded raw materials and best quality for preparing the food. Brands of certain mess items are given. A quality control Team will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Hostel management will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor. The Institute shall pay only the approved daily rate per student for the entire contract period for one year.

<u>MESS CONSUMABLE ITEM</u>	<u>PERMITTED BRAND/MANUFACTURER LIKE</u>
Salt	Tata/ Annapurna/ Nature fresh
Ketchup	Maggi/ Kissan
Oil (Sunflower)	Sundrop/ Nature Fresh/Priya,
Oil (Mustard)	Dhara/ Fortune
	{use of Hydrogenated (Vanaspati) oil is prohibited}
Atta	Ashirvad/ Shaktibhog/ Annapurna
Instant Noodles	Maggi/Top Raman
Flavoured fruit drinks	Rasna/ Rooh-afza
Butter/Paneer	Amul/Sudha/Ananad
Cornflakes	Kellogg's
Jam	Kissan / Maggi
Tea	Brook bond/ Lipton/ Tata
Coffee	Nescafe/BRU
Rice	Mansoori/Taj Mahal/India Gate (for special dish)
Bread	Modern/ Britannia
Milk	Amul Dairy
Pickles	Priya/ Mother's/Nilons

Note-The contractor may use any other approved brands only if permitted by the Mess Committee, in writing. In such case the contractor will submit two or three reputed brands for each grocery item and the warden and mess committee will select the brands for cooking.

r). All- inclusive daily rate (inclusive of fuel cost, cost of procurement of rice, wheat and all other provisions, vegetables, fruits, unloading and loading, transportation, storage, labour, all statutory taxes including service tax, duties and levies etc. and fluctuations in the rates of the commodities) per student should be quoted in the EoI. The Institute will not be liable to pay any other charges for the catering services provided. 19 Kg capacity Gas cylinders permitted for Commercial use will be managed by the contractor. It is the sole responsibility of the contractor to get the refills from the gas company to run the mess on his own cost by considering lead time to avoid stock out situations. Any fluctuations in the Gas price must be absorbed by the Contractor only.

s). **When circumstances warrant, contractor should cater for large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation/lean periods shall have to be accommodated.**

t). Monthly payment to the contractor will be made by the Institute duly certified by Mess Committee after submission of actual mess bill including copies of all statements, taxes paid for the period.

u). The contractor and his workers must behave politely with hostel inmates. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess. In case of such situations/ under emergency, the Contractor should intimate immediately to the concerned Warden and Chief Warden also.

v). Mess workers and cooks should be healthy and medically fit. They are required to have a regular check up with the institute Medical Officer. If any mess worker is found medically unfit, he may not be given permission to continue his duties and mess contractor has to replace him immediately without fail.

w). Persons shall be deputed to act as supervisors to check the overall maintenance of the premises and proper uses of the materials.

x). Mess Contractor or his representative manager is required to remain present in the mess when the food is served in the mess.

y) Smoking / drinking liquor etc. is strictly prohibited in the Institute premises.

z) Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutka, tobacco etc. is also prohibited in mess premises.

aa). Employment of child labour (as per norms) is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.

ab). The employees of the contractor should wear uniform along with a name tag.

ac). All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.

ad). The Contractor is solely responsible for the payment of minimum wages for their employees as per of the Government norms and deductions towards E.P.F. and E.S.I. The record of duty hours and pay structure should be maintained as per rules for inspection by authorized government personnel and Institute and for meeting other statutory and non-statutory benefits/obligations. A copy of the all statutory levies paid by the contractor should be submitted to the Administration Department.

ae). The contractor should submit the proof of payment of statutory/non- statutory benefits such as ESI/EPF etc. to the persons employed by him every month along with mess bill claims, otherwise bills will not be paid.

af). Contractor shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.

ag). The Director IIM Rohtak reserves the right to reject any/all the Eol without assigning any reason therefore.

ah). Institute reserves the right to negotiate the rate, if required.

ai). Hostel Management Committee will monitor and evaluate the performance of the contractor. Grading of the contractor is done by the students based on quality, quantity, hygiene etc. Continuous bad performance will result in termination of contract. Non-compliance with the menu and serving of unhygienic food will result in instant monetary fine.

aj). The AMC charges for the electric gadgets and gas at the mess have to borne by the caterer/contractor at the rates fixed by the company approved by the Administration Department

ak). Contractor must make his own arrangements for housekeeping of the dining and kitchen area allotted and disposal of the kitchen and dining waste material. House- keeping of common areas shared by the contractor must be done by the contractor itself.

2. Performance Guarantee: The Proposer will be required to furnish a Performance Guarantee by way of **Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum of INR. 5,00,000.00 (In words Rupees Five Lakh Only) within 30 days of receipt of the confirmed order/Signing of contract agreement.** Performance Bank Guarantee should be valid up to 60 days beyond the expiry of contract period. The format form for PBG deposit will be provided by the stores and purchase office of the institute on request.

3. Payment Terms - It will be mandatory for the Proposers to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Proposers for receiving payments through ECS is available on Institutes website and can be given on request. Bills for the completed/provided work/services will be cleared on monthly basis after verification from the Official in-charge of IIM Rohtak.

4. Advance Payments: No advance payment(s) will be made in any case and only monthly payment to the contractor will be made by the Institute after due verification & authentication by Mess Committee subject to submission of actual mess bill/invoice in originals including copies of all statements, taxes paid for the period.

5. Fall clause - If at any time, during the said period the Service provider reduces the service charge/sale price, sells or offer to sell such services to any person/organisation including the Buyer or any Dept., of central Govt. or any department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale and the price payable under the contract for the services of such reduction of sale or offer of the sale shall stand correspondingly be reduced at the earliest.

6. Risk & Expense clause – Should the services or any instalment thereof not be delivered within the time or times specified in the contract documents, or if sub-standard service is made in respect of the services or any instalment thereof, the Buyer shall after granting the Service provider 05 days or as permitted by the competent authority to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages/penalty as a remedy for breach of contract/service conditions, to declare the contract as cancelled either wholly or to the extent of such default.

7. Force Majeure clause

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 05 (Five) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

8. Quality: The quality of the services/goods delivered according to the present contract shall correspond to the standards required by the institute for same services or specifications enumerated as per RFP and shall also include therein modification to the services suggested by the Buyer. Such modifications/improvements will be mutually agreed to. The Service provider confirms that the services to be supplied under this Contract shall be up to the mark.

Part V – Evaluation Criteria & Price Proposal issues

1. Technical Evaluation Criteria - The broad guidelines for evaluation of Proposals will be as follows:

General

- a). Only Trained/Experienced manpower will be required to be deployed for management of Hostel Mess of Boys' Hostel such as Cook, Assistant Cook, Head Cook, Helper, Washer and Mess Manager etc. preferably male above the age of 18 years.
- b). Tentative period: Minimum one year and extendable further with mutual consent of both the parties and will be subject to satisfactory performance of the staff deployed and the agency as well.
- c). Mess operation schedule: 7.30 a.m. to 9:00 p.m. Hrs. (preparation of Breakfast, Lunch and Dinner and tea with snacks twice a day)
- d). The vendor/agency has to be responsible for procurement of dry/fresh ration items, cooking/preparation of food and arrangement of food counters in a buffet system for dining-in strength (students and other persons) on time for every meal as per menu and schedule given. Table serving will be required occasionally.
- e). Meals timings will be required to be maintained.
- f). All Utensils for cooking and serving the food will be provided by the vendor/agency awarded the work
- g). Dining Table and Chairs in the dining hall will be provided by the Institute.
- h). Expected number of dining-in persons is around 150 per month for which the meals are required to be prepared.
- i) Payment shall be made by the Institute on monthly basis after submission of bills by 5th of every month subject to bills submitted are in order i.e., statutory compliance etc.
- j) Electricity and water charges will be levied towards consumption of appliances put in use by the vendor/agency.
- k) Housekeeping and cleaning services of cooking and dining area will be the responsibility of vendor/agency.

Experience Criteria:

- a). The prospective agency should have successfully carried out catering services in Organization/Educational Institutions such as IIMs/IITs/CABs/CFTIs for not less than 100 persons/users on a normal working day in a single unit for a continuous period of two years during the last seven years.
- b). **The agencies having experience only in the cafeteria (snacks & beverage services) will not be considered.**

- c). The annual value of single largest contract at a unit should be not less than Rs. 10 Lac per annum on a daily operation.
- d). For the purpose of value of work, the value of operating an Industrial/Academic Organization/Establishment Canteen alone will be considered.
- e). The time period of seven years shall be reckoned (If required).

Financial Criteria

- a). The annual turnover of the agency during the last three financial years should be at least Rs. 25 Lakhs.
- b). The financial net worth of the agency shall not be negative during last three financial years.

Ranking System

- a). **Technical evaluation will have Single Stage** - Based on the attributes scored (**60% or above of the base index**) as per Part – II Para 2. The Technical Proposals, which fulfills the above experience and financial criteria, shall be ranked as per the ranking system of awarding points for each attribute. The total highest score secured by any of the Eolers will be the BASE INDEX. Only those agency, who secured 60% or above of the BASE INDEX, will be considered for further evaluation, the details of ranking system are given in Part-II Para 2 above.
- b). The agencies shall **submit documentary evidence in support of the above pre-qualification criteria**. Proposals with all information and supporting documents by way of copies of work orders and audited balance Sheets, including Profit & Losses Statement, Annual Turnover Statement, latest Income tax Certificate, etc. to establish their credentials and track record for fulfilling the experience, financial and ranking system requirements, alone will be considered.
- c). For the purpose of ascertaining the experience and financial criteria, the experience and financial of the proposing entity shall alone be taken in to consideration.
- d). There shall not be any case or charge under investigation/enquiry/trial against the agency, nor convicted in a Court of Law nor suspended/black listed by any organization on any grounds.
- e). IIM Rohtak reserves the right to use in-house information/procedure for assessment of capability of agency. The decision of IIM Rohtak regarding the Eol will be final and binding.
- f). If the performance of the agency is/has been found to be unsatisfactory for any reasons including defaulting in meeting statutory requirements, poor services, in any organization, including IIM Rohtak, then IIM Rohtak reserves the right to reject the Proposals submitted by such agency.
- g). Joint ventures / Consortium based offers will not be accepted.
- h). Pre-proposal site inspection, queries and discussion can be made any time during working days/hours (9.00 a.m. - 5.30 p.m.) from **06/09/2019 to 20/09/2019** (date).
- i). Agency shall ensure submission of complete information / documents at the first instance. IIM

Rohtak reserves the right to complete the evaluation based on the details furnished by the agency without seeking any subsequent additional information. Proposals not in compliance with EoI conditions or with incomplete information / documents are liable for rejection.

2. Commercial Evaluation Criteria - The broad guidelines for evaluation of Proposals will be as follows:

a. Only those Proposals will be evaluated which are found to be fulfilling all the eligibility at both stages and qualifying requirements of the RFP, both technically and commercially.

b. In respect of Two-Proposal system, the technical Proposals forwarded by the Proposers will be evaluated by the Buyer with reference to the specifications/service terms/characteristics as mentioned in the RFP (Part –II, Para-2). The compliance of Technical Proposals would be determined based on the parameters specified in the RFP. The Price Proposals of only those Proposers will be opened whose Technical Proposals would clear the technical evaluation at both stages.

c. The Lowest Proposal will be decided upon the lowest price quoted by the particular Proposer as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

i. In cases where only indigenous Proposers are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Proposers will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Proposals.

ii. In cases where both foreign and indigenous Proposers are competing, following criteria would be followed –

1. In case of foreign Proposers, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various Eols.

2. In case of indigenous Proposers, excise duty on fully formed equipment would be offloaded.

3. Sales tax and other local levies, i.e. octroi, entry tax etc. would be ignored in case of indigenous Proposers.

d. The Proposers are required to spell out the rates of duties/taxes etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of duties/taxes is intended as extra, over the quoted prices, the Proposer must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of Eols. If a Proposer chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Proposer is exempted from payment of Customs duty / Excise Duty / GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty /Excise Duty / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Proposer that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Proposers who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Proposers. The same logic applies to Customs duty and GST also.

e. In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Proposals.

f. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

g. The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Proposals.

h. The Lowest reasonable, economical & acceptable Proposals (i.e. for items & services, as mentioned in Part-V Para 3 of this RFP/proposal document)

will be considered further for placement of letter of award/supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Proposers for being lowest in particular items, if situation desires. The Buyer also reserves the right to do apportionment of quantity, if it is convinced that Lowest Proposer is not in a position to supply full quantity in stipulated time.

i. Any other criteria as applicable to suit a particular case.

j. Rates must be quoted in Indian rupees in import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the RBI/SBI/GOC declared exchange rate.

3. Price Proposal Format: The Price Proposal Format is given below and Proposers are required to fill this up correctly with full details:-

Sl. No	Item/Service required	Denomination	Approximate dining strength per day	Per month per head dining charges (Excl. applicable taxes) (as per menu)	Applicable tax./ GST@... ..%	Per month per head dining charges (Incl. applicable taxes) (as per menu)
01	Full day dining (i.e. Breakfast, Lunch, Evening tea with snacks and Dinner as per approved and attached menu) for each boarder/student/per head As per given in Annexure-I to the RFP	Each student/head	150	TO BE QUOTED ON FINANCIAL PROPOSAL ONLY		

Note/Caution: All compulsory charges/wages/taxes as per Govt. of India/Govt. of Haryana or any other Govt. regulatory body must be paid to all personnel deployed by the contracting agency/company, failing to comply with the same will lead to cancellation of contract with forfeiture of security deposit and legal action against the contracting agency/company without any explanation by the competent authority of Indian Institute of Management, Rohtak (Haryana) Indian PIN-124010.

Seal and Sign. of Proprietor/ Auth. Signatory/Proposer

Chief Administrative Officer
Date:

Check list –

1. Eol processing fee of Rs. 1,000.00 and EMD of Rs. 2,00,000.00 in the form of A/c Payee DD (Proof must be attached with technical proposal in originals).
2. Proposal document signed & sealed on each page.
3. Self-attested copy of all relevant supporting documents to prove credentials including power of Attorney, as applicable. (To be attached with technical proposal, refer full RFP specially Part-II, IV & V)
4. Technical proposal and commercial proposals must be sealed in separate covers with clear marking on each envelop and both must be re sealed in a bigger envelop with clear marking of Eol no and date of opening on it.
5. Covering/Forwarding letter of both Proposals (technical and financial) must be on (separate for each proposal) original letter head of the company duly ink signed and stamped with company seal.

PLEDGE OF COMPLIANCE

(To be given on original letterhead of the company/firm by the legal owner/authorized signatory of the company/firm)

I,full name,
designation....., acting on behalf of
M/s.....Company/Agency name & Registered
office's full
address.....,

which is an applicant for purchase & onsite installation of **“OUTSOURCING OF CATERING AND MESS MANAGEMENT SERVICES”** vide **EoI no IIM-R/FY 2019-20/EoI/07 dated 03.09.2019** to the **Indian Institute of Management Rohtak** (Management City, NH-10, Southenn Bypass, Sunaria, Rohtak PIN 124 010) hereby undertake that I/We have no criminal antecedents, never declared bankrupt, never black listed by any Govt./PSU/Autonomous dept./agency/body and we shall aproposale by all terms and conditions mentioned in this EoI document and subsequently issued work order/Agreement against the said EoI enquiry. In the event of any breach of terms and conditions of this EoI and subsequently issued work order/agreement against the said EoI enquiry during the entire period of contract, we shall take the full responsibilities of any loss incurred by my agency/compa ny employees/representatives by their negligence to IIM Rohtak including financial, time and reputation as assessed by competent authority of IIM Rohtak and my company/agency will fully compensateto IIM Rohtak for all such losses without ensuing any legal process.

Company's official seal.....
Place:.....
Date:.....

Signature:
Full Name:
Address:
.....
Pin.....
Contact Nos.....
E-mail ID.....

		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast	Drinks	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita
	Breads	White Bread, Butter, Jam	Brown Bread, Butter, Jam	White Bread, Butter, Jam	Brown Bread, Butter, Jam	White Bread, Butter, Jam	Brown Bread, Butter, Jam	White Bread, Butter, Jam
	Cornflakes	Chocos	Flavored Cornflakes	Plain Cornflakes	Chocos	Flavored Cornflakes	Plain Cornflakes	Chocos
	Fruits	Seasonal Cut Fruits 1 Bowl	Seasonal Cut Fruits 1 Bowl	Seasonal Cut Fruits 1 Bowl	Seasonal Cut Fruits 1 Bowl	Seasonal Cut Fruits 1 Bowl	Seasonal Cut Fruits 1 Bowl	Seasonal Cut Fruits 1 Bowl
	Egg Dish	Masala Omlette - 2	Boiled Eggs - 2	Bhurji	Boiled Eggs - 2	Masala Omlette - 2 Eggs	Boiled Eggs - 2	Bhurji
	Main Dish	Poha/Vermicelli Upma	Uttapam/ Masala Dosa	Oats/ Upma/ Mix Veg Daliya	Idli/ Vada/Sabudana Vada	Plain Parantha/Poori	Stuffed Parantha/ Chilla	Pav Bhaji/ Matar Kulcha/ Chole Bhature
	Side Item	Cut Onion + Lemon	Sambhar + Coconut Chutney	Green Chutney/ Coconut Chutney	Sambhar + Coconut Chutney/ Green Chutney	Aloo Sabji / Chana Masala	Curd + Pickle	Cut Onion + Lemon
Lunch	Daal	Daal Makhani	Safed Chole	Arhar Daal	Urad Daal	Rajma	Chana Daal	Masoor Dal
	Gravy	Kadi Pakoda	Aloo Matar	Chili Chicken	Egg Masala	Sambhar	Methi Malai Matar	Veg Kofta
	Dry Veg	Baingan Bharta	Fried Gobhi	Masala Soya Chaap	Paneer Bhurji	Spring Onion Tomato	Fried Aloo (French Fries)	Bhindi Do Pyaaza
	Rice	Steamed Rice	Jeera Rice	Steamed Rice	Jeera Rice	Steamed Rice	Jeera Rice	Veg Biryani + Chicken Biryani
	Curd Item	Plain Curd	Boondi Raita	Aloo Mint Raita	Chaach	Pineapple Raita	Dahi Vada	Mix Veg Raita
	Breads	Roti	Poori	Roti	Roti	Roti	Roti	Roti
	Salad	Macroni Salad	Moong Sprout Salad	Corn Tomato Salad	Sprout Salad	Kuchumbar Salad	Kala Chana Sprout Salad	Chickpeas Salad
Evening Snacks	Drinks	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita	Tea, Coffee, Milk, Bournvita
	Breads	Grilled Sandwich / Coleslaw	White Bread, Butter,	Brown Bread, Butter, Jam	White Bread, Butter, Jam	Brown Bread, Butter, Jam	White Bread, Butter, Jam	Brown Bread, Butter, Jam
	Main Snacks	Chili Potato/ Dry Manchurian	Dhokhla	Burger/Pizza/Veg Roll	Bhelpuri	Chowmein/ Pasta/ Macroni/	Fried Idli/Poha	Samosa/Aloo Tikki/Paneer Bread Pakora
	Side Item		Chutney		Chutney		Cut Onion + Lemon	Chutney
Dinner	Daal	Moong Daal	Daal Palak/ Lauki	Lobhiya	Daal Makhani	Mix Daal	Masoor Dal	Arhar Daal
	Gravy	Kadhai Chicken	Matar Mushroom	Veg Kofta	Dahi Bhindi	Butter Chicken	Veg Manchurian	Egg Curry
	Dry Veg	Paneer Tikka Masala	Aloo Capsicum	Aloo Gobhi	Mix Veg	Malai Soya Chaap	Soya Matar	Chili Paneer
	Rice	Jeera Rice	Steamed Rice	Cheese Pea Pulav	Jeera Rice	Jeera Rice	Fried Rice	Jeera Rice
	Breads	Roti	Roti	Roti	Naan	Roti	Roti	Roti
	Salad	Green Salad	Green Salad	Green Salad	Green Salad	Green Salad	Green Salad	Green Salad
		Shahi Tukda	Moti Choos Laddoo	Ice Cream	Ras Malai	Coconut Burfi	Gulab Jamun	Jalebi



FINANCIAL PROPOSAL

**INDIAN INSTITUTE OF MANAGEMENT ROHTAK
Management City, NH-10, Southern By-pass,
Sunaria, Rohtak, Haryana-124010
Phone: 01262-228503**

Open Tender Enquiry

For

Invitation of Proposals for “OUTSOURCING OF CATERING AND MESS MANAGEMENT SERVICES”(Title of RFP) No. IIM-R/FY 2019-20/OTE/07 dated 03.09.2019.

Eoi processing fee: Rs. 1,000.00 (One Thousand only) in the form of DD in favor of “IIM Rohtak General Account”, or by NEFT in to A/c No.32454536311, Bank-SBI, IFSC-SBIN0004734 (Non-refundable).

Last date and time for depositing the sealed Proposals: 25/09/2019 up to 1400 Hrs (IST)

(The Eoi document is to be submitted in sealed cover, duly filled and signed using same colour ink on all pages by Auth. Signatory/Proprietor with company’s seal stamped on each page).

**ALL DETAILS, TERMS AND CONDITIONS AS MENTIONED IN TECHNICAL
EoI PROPOSAL/RFP ARE SAME AND ARE ALSO APPLICABLE FOR FINANCIAL PROPOSAL/RFP**

1. **Price Proposal Format:** The Price Proposal Format is given below and proposed are required to fill this up correctly with full details:-

Sl. No	Item/Service required description	Denomination	Approximate Dining strength per day (<u>Except vacation period</u>)	Per month per head dining charges (Excl. applicable taxes) (as per menu)	Applicable tax./ GST@..... %	Per month per Head dining charges (Incl. applicable taxes) (as per menu)
01	Full day dining (i.e. Breakfast, Lunch, Evening tea with snacks and Dinner as per menu attached as Annexure-I to this RFP) for each boarder/student/per head	Each student/ head	150			

Note/Caution: All compulsory charges/wages/taxes as per Govt. of India/Govt. of Haryana or any other Govt. regulatory body must be paid to all personnel deployed by the contracting agency/company, failing to comply with the same will lead to cancellation of contract with forfeiture of security deposit and legal action against the contracting agency/company without any explanation by the competent authority of Indian Institute of Management, Rohtak (Haryana) Indian PIN-1240 10.

Seal and Sign. of Proprietor/Auth. Signatory/Proposer

Chief Administrative Officer

Date:

Check list –

1. Proposal processing fee of **Rs. 1,000/- and EMD of Rs. 4,00,000/-** in the form of A/c Payee DD **(Proof must be attached with technical proposal in originals).**
2. Proposal document signed & sealed on each page.
3. Self-attested copy of all relevant supporting documents to prove credentials including power of Attorney, as applicable. **(To be attached with technical proposal, refer full RFP specially Part-II, IV & V)**
4. **Technical proposal and commercial proposals must be sealed in separate covers with clear marking on each envelop and both must be re sealed in a bigger envelop with clear marking of EoI no and date of opening on it.**
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