

**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

**Notice Inviting Tender (NIT)**

**Index for Tender Form**

<b>Sl.</b>	<b>Items</b>		<b>Details</b>
1.	Tender Notice No.	:	IIMBG/ADMIN/TENDER/2019-20/02 Dated: 29/04/2019
2.	Name of work	:	Providing the “Institute Mess Services” at two hostels for approximately 200-225 persons including students and Faculty and Non-Faculty staff of Indian Institute of Management Bodh Gaya, Magadh University Campus, Bodh Gaya-824234, India.
3.	Earnest Money Deposit	:	Earnest money as mentioned in NIT in the form of Demand Draft drawn in favour of Indian Institute of Management Bodh Gaya, payable at Bodh Gaya from any scheduled Bank.
4.	Start of submission of Bids	:	01/05/19
5.	Pre-bid Meeting	:	15/05/2019 from 11:00 AM onwards at IIM Bodh Gaya
6.	Last date and time for Receipt of Bids		21/05/2019 by 5:00 PM
7.	Date and Time of opening of Technical Bids	:	22/05/2019 by 11:00 AM
8.	Date and Time of opening of Financial Bids	:	23/05/2019 by 11:00 AM
9.	Place of opening of Bids	:	Indian Institute of Management Bodh Gaya.

The Prospective Vendors are requested to read the complete tender documents and visit the institute to understand its locality, available infrastructure, other conditions prevailing etc. before submission of Bids.

**NOTICE INVITING TENDERS**

The Indian Institute of Management Bodh Gaya invites sealed tenders under two Bid Systems towards Providing the “Institute Mess Services” at Indian Institute of Management Bodh Gaya, Magadh university Campus, Bodh Gaya- 824234, India from reputed Caterers/Mess Service Providers etc. The last date and time of submission of tender document is 21/05/2019 by 5:00 PM. The detailed tender document is available at the Institute website [www.iimbg.ac.in](http://www.iimbg.ac.in). The cost of tender form which is known as tender fee is Rs. 1,000/- . The tender forms can be downloaded from the Institute’s website and can be found attached with this tender paper and will be submitted as explained along with a DD of Rs. 1,000/- (As Tender Fee) in favour of Indian Institute of Management Bodh Gaya, payable at Bodh Gaya.

**Brigadier M D Chacko (Retd)**

CAO

Phone: 0631-2200238,

Email: [cao@iimbg.ac.in](mailto:cao@iimbg.ac.in)

**Technical Bid**

**For Providing the “Institute Mess Services” at Indian Institute of Management Bodh Gaya, Gaya.**

**Note:** This is to be kept in Envelope “B” which should be sealed and written on envelop that “Technical Bid in Reference to the Tender for Providing the Institute Mess Services at Indian Institute of Management Bodh Gaya,” Gaya, Bihar

**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

**NOTICE INVITING TENDER**

The Indian Institute of Management Bodh Gaya invites sealed tender under two bid system for Providing the “Institute Mess Services” at the Indian Institute of Management Bodh Gaya from the reputed Caterers/Mess Service Providers. Details are as follows:

<b>Sl.</b>	<b>Description of Goods/ Services</b>	<b>Earnest Money to be Deposited</b>	<b>Last date &amp; time of submission of Tender document</b>	<b>Time &amp; date of opening of Tender (Technical Bid)</b>
1.	Providing the “Institute Mess Services” for approximately 200-225 persons including students and Faculty and Non-Faculty staff of Indian Institute of Management Bodh Gaya, Magadh University Campus, Bodh Gaya- 824234, India.	Rs. 2,26,800/-	21/05/2019 by 5:00 PM	22/05/2019 by 11:00 AM

2. The tender must be accompanied by a Demand Draft of Rs. 2,26,800/- only, from a scheduled bank drawn in favour of Indian Institute of Management Bodh Gaya, payable at Bodh Gaya as Earnest Money for the above tender and a tender fee of Rs. 1,000/- (Non Refundable).

**3. Eligibility Criteria**

**3.1. Physical**

Having concluded similar services in Central Government/State Government/PSU/Universities/Reputed Higher Educational Institutions of running 90 student mess or catering services for at least 3 organizations or two similar services of having 135 student mess or one similar services having 180 student mess in the last 3 years ending on the last day of the month i.e. up to 30/04/2019. Similar Services means Mess/Canteen Services in Reputed Higher Educational Institutions i.e. (for Graduate/Post Graduate Students).

**3.2. Financial**

The Firm should have average annual financial turnover of at least of Rs 30 Lakhs during the preceding last 3 consecutive financial years starting from F.Y. 2015-16.

4. Sealed tender documents duly signed & stamped on all pages are required to be delivered at Indian Institute of Management Bodh Gaya, by Registered Post/Speed Post/By Hand/Courier (to be submitted in Receiving & Dispatch Office) on or before 21/05/2019 by 5:00 PM. The Technical Bids opening shall be at IIM Bodh Gaya, campus in presence of the tenderers or their authorized representatives, if any, who wish to attend. The Financial Bids of those bidders declared as qualified in Technical Bids will be opened on 22/05/2019 by 11:00 AM. If the office happens to be closed on the date of receipt of the bids or opening of bids as specified, the bids will be received and opened on the next day of opening of the office on the same time and venue which is announced in this bid document/website of the Institute/communicated through E-Mail.

**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

---

5. The tenderer shall quote for the services to be provided as given in the tender document, at IIM Bodh Gaya.
6. Tenderers should email their queries, if any, at cao@iimbg.ac.in. The clarifications on those queries, if found necessary, shall be uploaded on the Institute's website.
7. The tender must be submitted in three separately sealed envelopes marked as "A", "B", & "C". The language used shall be English. In case any information is given in foreign language, then translated (in English) copies of those pages must be enclosed, failing which the tender will be summarily rejected.
8. ENVELOPE "A" (Earnest Money & Tender Fee)  
The tender shall be accompanied with the cost of the tender document failing which the tender will not be accepted. Tender must also be accompanied with earnest money as mentioned. The Demand Draft towards Earnest Money & cost of tender document as Tender Fee should be placed in sealed "Envelope A".
  - 8.1. The tender cost and EMD are not required to be submitted by bidders who are exempted in terms of MSME, Govt. of India guidelines. However, they are required to furnish requisite valid certificate in this regard issued by the Competent Authority
9. "ENVELOPE B" (Technical Bid Document)
  - 9.1. Tenderers should establish their credentials by giving valid documentary evidences of similar services as defined in this document to have been executed in India.
  - 9.2. Checklist for "Envelope B"
    - 9.2.1. Copy of registration of GST.
    - 9.2.2. Copy of proof of experience of Catering service/Food License/FSSAI.
    - 9.2.3. Copy of EPF/ESI registration.
    - 9.2.4. Health Trade License by the Health Department.
    - 9.2.5. Copy of Income Tax Permanent Account Number.
    - 9.2.6. Copy of Authorization for Participation in subject bid (not required in case of Proprietorship firm).
    - 9.2.7. Proof of Labour license.
    - 9.2.8. Copy of Small Scale Unit/MSME/NSIC Registration under relevant items (if registered).
    - 9.2.9. Copy of Work Order of meeting minimum eligibility criteria (Financial & Physical).
    - 9.2.10. All pages of tender document including various sections and Annexures "A", except priced bid.
10. "Envelope C" (Financial Bid Document)
  - 10.1. The "Envelope C" shall contain the tender documents and information related to the schedule of services quoting the rates etc. of the item pertaining to the Financial Bid on the Financial Bid document, issued by Indian Institute of Management Bodh Gaya, along with this tender document.
  - 10.2. All columns shall be duly filled in with specific information on the cost involved.
  - 10.3. The rates for the services shall be quoted in Indian Rupees only. Overwriting or use of fluid in financial bid may lead to summary rejection of application.

**\*NOTE:** The Tenderer should clearly mention, in all the three envelopes (i.e. A, B and C), description of the items for which the offer is being quoted. If any discrepancy is

**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

---

observed the offer would be treated as non-responsive and would be rejected out rightly.

11. “Envelope A” (Earnest Money & Tender Fee), “Envelope B” (Technical Bid Document) and “Envelope C” (Financial Bid Document), shall be in separate sealed envelopes, each marked as “Envelope A”, “Envelope B” and “Envelope C”, respectively.

All the three envelopes shall be submitted together in another big envelope sealed and super-scribing thereon Tender for Providing the “Institute Mess Services of IIM Bodh Gaya”.

The envelope should be superscripted with tender reference number and addressed to: -

The Chief Administrative Officer  
Indian Institute of Management Bodh Gaya  
Magadh University Campus, Bodh Gaya  
District Gaya  
India.  
PIN 824234,

The envelope marked “Envelope B” of only those Tenderers shall be opened, whose earnest money & tender cost are placed in the “Envelope A” and found to be in order.

12. The Tender Evaluation Committee of the Institute will evaluate the Technical Bids and is fully authorized to reject any tender incomplete in nature or on justifiable reasons after giving due opportunity to the prospective Vendors, if the requirements are not met for the complete need of the institute. The decision of the Committee shall be final. The Financial Bids of those bidders whose technical bids are found in order will be only be considered and scrutinised. Those successful Tenderers for whom the “Envelope C” (Financial Bid) is to be opened shall be intimated through Institute’s website or mail.

13. Clarification on Tender Documents

13.1. During evaluation of tenders, the Institute authorities/committee may at its discretion ask the Tenderer for any clarification(s). The request for clarification and the response shall be in writing/ through mail. However, the Tenderer is not permitted to alter the price(s) furnished in the Financial Bid (“Envelope C”).

13.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (i.e. obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected. If the Mess Service Provider does not accept the correction of errors, its tender may be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

---

14. The amount of Earnest Money Deposit (EMD), in case of successful Tenderer, shall be refunded on successful completion of signing of agreement and submission of requisite Performance Guarantee. However, EMD of unsuccessful Tenderers will be refunded after the award of the contract to the successful Bidder.
15. The Institute does not bind itself to accept the lowest or any other tender if it does not meet the condition laid down. Tenders not in compliance with any of the prescribed conditions or incomplete in any respect or in presence of any correction not duly dated, initiated by the Tenderer will be liable to be rejected. However, the final decision for accepting or rejecting any or all tenders will be the sole discretion of the Tender Inviting Authority, Indian Institute of Management Bodh Gaya upon the recommendation of the Tender Evaluation Committee.
16. Tender shall remain open for acceptance for a period of 10 days from the date of opening of the tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to Indian Institute of Management Bodh Gaya, then Indian Institute of Management Bodh Gaya, shall without any prejudice to any other right or remedy, be at liberty to forfeit full earnest money, absolutely. The decision of the Director, Indian Institute of Management Bodh Gaya in this behalf shall be final and binding on the Tenderer.
17. The Notice Inviting Tender shall form a part of the contract document.
18. No additional conditions from the Tenderer shall be acceptable. The tenders having any additional conditions will be summarily rejected without assigning any reason.
19. The Tenderer should meet the Financial & Physical work completion criteria to qualify in the subject tender.

**Important:** In case the bidder awarded with providing mess services, back out, and does not meet the requirements of the Institute, the Institute is at liberty to award the work to the next bidder on the rate quoted by L-1.

Conditionals bids (Technical as well as Financial) shall be summarily rejected and shall not be considered.

Date:

Signature of the Tenderer

Place:

**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

1.	Name of the Organization	
2.	Head Office / Registered Office	
	Telephone no. / Mobile No.	
	Fax No.	
	Email	
	Website (if any)	
	Date of Establishment	
	Branch Office in Gaya, if any	
	(Provide Complete Address)	
Telephone No.		
Fax No. / Email		
3.	Name of Chief Executive / Proprietor / Partners with Designation	
	Telephone No. / Mobile No.	
	Fax No. / Email	
4.	Name of Contact Person	
	Telephone No. / Mobile No.	
	Fax No. / Email	
5.	Type of Organization	Certified Documents to be enclosed
a.	Proprietary	Trade License
b.	Partnership	Partnership Deed, Trade License
c.	Private Limited Company	Memorandum of Article



**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

d.	Public Limited Company		Certificate of Registration
e.	Public Sector		Trade License
f.	Authorised Franchise / Channel Partner		Authorisation Certificate

6.	Nature of Business (tick the relevant) and enclosed certificate				
	Hotel (Specify Category)		Canteen Services		Catering Services
	Authorised Partner / Franchise		Tour & Travel Agency		Restaurant
	Others Please Specify				

7.	Class / Type of Services / Rendered / Organising		
	Provide Specific Details		
	Audited Annual Turnover during last 3 years (Rs. In Lakhs) (enclose Chartered Accountant's certification & Income Tax Return Copy)		
	Year	Rupees (in Lakhs)	Annexure (Number)
	2017-18		
	2016-17		
	2015-16		

8.	Commercial Information (enclose Attested Copy wherever Applicable)		
S. No.	Information	Details	Annexure (Number)
a.	GST Registration Number		
b.	Food Supply & Safety		

**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

c.	PAN No.			
d.	Food License (FSSAI)			
e.	Health Trade License by the Health			
f.	License for eating House			
g.	Shop Establishment			
h.	License from Fire Department			
j.	Labour Licence			
k.	Details of Registration Certificate with DGS&D / NCCF			
l.	SSI / NSIC Certificate			
m.	Current dealership agreement with Principal Letter No. / Date / Valid upto			
n.	<u>Bank Details:</u> Account No.			
o.	Name of Bank & Branch			
p.	IFS Code			
q.	Details of Fee	Name of the issuing Bank & Branch	DD No.	Amount
r.	Details of EMD	Name of the issuing Bank & Branch	DD No.	Amount

**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

s.	Details of previous supply in Govt. Organizations/ Govt. Educational Institutions (Enclose Work Order & Performance report. Enclose separate sheets duly signed & authenticated.)	Name of the Organization	Item Supplied / Qty.	Total Value (Rs. In Lakhs)

9.	Note
9.1	Separate information sheet may be provided for item (s) in case space provided is not adequate.
9.2	Affidavit in the enclosed format on Non Judicial stamp paper duly attested by Magistrate/Notary shall also be furnished by the bidder.

I/ We hereby give an undertaking that the information provided are true to the best of my knowledge and belief. If anything found to be false at any stage my tender will be liable to be rejected and EMD amount will be forfeited.

Seal & Signature of authorized representative: .....

Date: .....

## GENERAL CONDITIONS OF TENDER

### 1. Definitions

1.1. In this Tender, the following terms shall be interpreted as indicated.

- 1.1.1. "The Order" means the agreement entered into between the Institute and the Service provider including all the attachments and appendices and all documents incorporated as per notification of award.
- 1.1.2. "The Rate" means the cost price quoted by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 1.1.3. "The Goods" means all the items, which the Service Provider is required to supply to the Institute under the Contract;
- 1.1.4. "Services" means ancillary services for providing mess services for the Institute, such as transportation and insurance, and any other incidental services, training and other obligations of the Mess Service Provider covered under the Contract;
- 1.1.5. "The Service provider" means the individual or firm or the organisation providing the Mess Services.
- 1.1.6. "Day" means calendar day.

### 2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the tender.

### 3. Contract Amendments

3.1. No variation in or modification of the terms of the Contract shall be made except by written mutually agreed amendment(s) signed by both the parties.

### 4. Assignment

4.1. The Mess Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract to any other subcontractors, except with the Institute's prior written consent.

### 5. Subcontracts

5.1. No Sub Contract shall be allowed for these services under the Contractor.

### 6. Termination for Default

6.1. For breach of contract, the Institute may, without prejudice to any other remedy by written notice of default sent to the Mess Service Provider, terminate the Contract in whole or part.

- 6.1.1. If the Mess Services Provider fails to deliver the quality services or fulfil any obligations as specified in the work order the contract may be terminated.

6.1.2. If the Mess Service Provider fails to provide quality hygienic food to the satisfaction of the students/Institute authorities, then the Institute may terminate the contract.

6.1.3. If it comes to the knowledge of the Institute at any given time even after awarding the contract or during the tenure of the contract period that the Mess Service Provider, has engaged in corrupt or fraudulent practices in competing for or in securing the Contract, the Contract may be terminated.

6.1.4. “For the purpose of this Clause”: -

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official (either of or not of the Institute) in the procurement process or in contract execution.

“Fraudulent practice” a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

## 7. Termination for Insolvency

7.1. The Institute may at any time terminate the Contract by giving written notice of 90 days to the Mess Service Provider, if the Mess Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Mess Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Institute.

## 8. Termination for Convenience

8.1. The Institute, by written notice sent to the Mess Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Institute's convenience, the extent to which performance of the Mess Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

## 9. Resolution of Disputes

9.1. The Institute and the Mess Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.2. If, after thirty (30) days from the commencement of such informal negotiations, the Institute and the Mess Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

9.3. In case of Other Dispute or difference arising between the Institute and a Mess Service Provider relating to any matter arising other than the above mentioned in the preceding

sub-paragraphs out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

#### 10. Governing Language

10.1. The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

#### 11. Applicable Law

- 11.1. The contract shall be governed by the Law of Contract for the time being in force.
- 11.2. Irrespective of the place of services, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- 11.3. Jurisdiction of Courts: The courts of Gaya jurisdiction will decide any dispute arising out of or in respect of this contract.
- 11.4. Three-month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

#### 12. Taxes and Duties

- 12.1. Mess Service Providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred in execution of the contracted services to the Institute.
- 12.2. All legal disputes arising out of this contract /bid shall be subject to competent court and forum under judicature of Gaya only.
- 12.3. Submission of Performance Bank Guarantee as per GFR Rules 2017.

## Evaluation Process

The Technical bid shall be evaluated as below for 100 marks:

A. Technical bid (100 marks):

Ser No.	Subhead	Max Marks	Remarks
1.	Work experience of three (three) years for running Mess for at least 90 students In three institutions like IIT/ NIT/ IIM/ Central Universities / Centrally funded/PSU & reputed private educational institutions or 2 years for No of persons or 1 year for 130 persons in similar Institutes.	40	i. 50% marks eligibility criteria. ii. 100% marks for 5 times the minimum eligibility criteria. iii. In between (i) & (ii) – on prorata basis
2.	a) Profit Making for last five years preceding to F.Y 2017-18 (01 Marks each for every Year) b) ISO Certification (05 Marks) c) Appreciation Letter issued by head of the Educational Institutions for providing satisfactory (Max 10 Marks, 02 Marks for each appreciation letter)	20	
3.	Average Annual Turnover of Agency exceeding Rs. 30 lakhs in last 3 years ending on 31.03.2018.	40	i. 50% marks minimum eligibility criteria. ii. 100% marks for 5 times the minimum eligibility criteria. iii. In between (i) & (ii) – on Pro rata basis.
<b>Total (Ts)</b>		<b>100</b>	

**Note:**

The opening of Financial Bid of only those Agency/ Bidders shall be considered who score 50% i.e. 50 marks or more in their technical bid evaluation (Ts) as evaluated by the Committee, whose decision in this regard shall be final and binding.

- B. Financial bid: Before opening of financial bids of those successful bidders in the technical evaluation, their marks obtained shall be made public to them or their authorized representatives.

Scoring of Financial bid shall be as given below:

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote as below:

$F_s = 100 * F_l / F$  Where:

$F_s$  = The Financial Score of the Financial Proposal being evaluated

$F_l$  = The price of lowest priced Financial Proposal

$F$  = The quoted price of Financial Proposal under consideration

C. Combined evaluation

The score of technical bidding would be given 40% weightage, and the financial proposal would be given 60% weightage. The weighted combined score of the Technical bid ( $T_s$ ), and Financial proposals ( $F_s$ ) shall be used to rank the bidders on the basis of formula given as below:

$$\text{Combined Score} = 40\% * T_s + 60\% * F_s$$

The first ranked i.e. the highest scoring bidder is eligible to be provided with the mess and catering services for all the Hostels Mess and other catering requirements as assigned by the tender Inviting Authority of Indian Institute of Management Bodh Gaya.



## **Terms & Conditions of the Bid**

1. The Contract is initially for one year, which may be extended for further periods on mutually agreed terms and conditions depending upon the performance of the contractor and the evaluation made by the Committee constituted by the Institute and on recommendation by the Students representatives and the student's council.
2. The institute will not provide any kitchen equipment.
3. RO Water Purifier shall be provided by the Institute at Mess area, the maintenance of these RO Purifier shall be taken care by the Institute.
4. The Institute shall provide free electricity for running hostel mess services. The electricity so provided by the Institute shall be used only for running the routine operations of the Mess. Separate electricity charges are payable by the Mess Service provider to operate the Kitchen equipment including Refrigerators, Freezers, Hot Plates, Geysers or any such appliances. Contractor should not use any additional appliances/equipment on electricity provided for which he is not paying the electricity charges. In event of any unauthorized tapping of electricity a penalty of Rs. 2,000/- (Rs. Two Thousand only) shall be levied per instance and on continuous 03 (three) default on account of above shall lead to termination of contract on recommendation of Committee/ Officer in Charge. Necessary arrangements shall be made by the Contractor for the proper accounting of power consumed by the Contractor.
5. The maintenance of safety, health and hygienic conditions in and around the mess/kitchen will be the responsibility of the contractor. Wardens/Chairman/Officer In charge, instructions regarding cleanliness must be followed and the expenditure towards this is to be borne by the contractor.
6. The Contractor has to arrange the waste disposal as per the prevailing standards stipulated under Swachh Bharat Abhiyan.
7. The Contractor is required to keep at least one attendant / mess worker per 20 students. In addition, one mess manager, cooks and helpers to cook is also required to be provided for effective functioning and arrangement of the mess. All the mess workers must be aged between 18 to 60 years. All workers must be provided uniform by the contractor and must maintain personal hygiene. The contractor and his workers must behave politely with hostel inmates. Medical fitness certificate of each mess employee certifying that he/she does not carry an infectious disease is required to be submitted with the Institute Authority by the Contractor. No female worker shall be allowed to work in Mess and Kitchen premises between 6.00 PM to 6.00 AM. The responsibility on the indulgence of any mess staff of the contractor in any unethical/corrupt practices if found by the administration will be treated as an offence and disciplinary action will be taken against such persons and the responsibility to deal with such persons will be that of the Contractor.
8. Smoking / drinking liquor etc. is strictly prohibited in the Institute premises.
9. Three-month notice is required on either side for the termination of the contract service (except during exam period) if such a condition arises during the contract period.
10. Contractor has to cook food at common place and have to serve separately at both the Hostel Mess or will make necessary arrangements as convenient for the Contractor.

However, it may be noted that all the employees i.e. Faculty and Nonfaculty members of the Institute may also dine as per the rate quoted by the Contractor on daily payment basis.

11. The rate quoted for per student per day will be for base menu and will not be changed for the academic year. The Institute will review the rate after one year if justified. Prices will be modified in line with the prevailing price index. Decision of Institute in this regard shall be final & binding on the Contractor.
12. The Contractor shall provide other prepared food items like biscuits, wafers, namkins and flavoured milk/ice cream etc. in consultation with the Hostel Warden whenever such need, if arises, on additional payment basis. All items kept and served to the persons will be of very high quality and shall be subjected to checking by the authorities of the Institute.
13. Contractor/Caterer must serve refreshment (tea, biscuits/snacks/Lunch etc.) in the meetings as per instructions of Hostel Warden/Institute Authorities. The cost of items for such programmes will be decided between both the parties.
14. Round the clock canteen and for the entire duration of the year has to be operated by the Caterer/ Contractor as per direction of the Institute for the Students inside the Hostel for tea, refreshments, fast food etc. and the rate of the items served shall be decided by the Institute Committee. The Rate should not be more than MRP printed on the packed food items.
15. If the mess management 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 or impose penalty on contractor. The Institute Committee's opinion is final so far as the food quality /mess management is concerned.
16. Food / any other item should not be served inside the room of hostel inmates unless in exceptional cases or ill health and only on directives of Hostel Warden.
17. Cooking material should be branded and as per FSSAI standards. Substandard material shall not be allowed to be used.
18. Hygiene, overall cleanliness of surrounding, kitchen and the food, raw materials, ingredients etc. should be of standard 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. Non adherence of Institute Authorities instructions in above matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same in the form of monthly bill deduction and even termination of the contract.
19. Mess workers and cooks should be healthy and medically fit. They are required to have a regular check up with the Institute Medical Officer or as directed by the Institute. If any mess worker is found medically unfit, he will not be given permission to continue his duties and mess contractor has to replace him immediately without fail. Any worker who is medically unfit will not be allowed to work in the mess.
20. It is to be ensured that whenever the mess workers are on duty they should be in uniform with nameplates to be displayed prominently. The uniform should be cleaned / washed at least thrice a week.
21. Base menu is attached with this document (Annexure "A" for Hostel Mess) and Institute Committee can change the menu in consultation with the contractor. Menu can be

**भारतीय प्रबंध संस्थान बोधगया**  
**Indian Institute of Management Bodh Gava**  
**Magadh University Campus, Bodh Gaya- 824234, India**

---

- changed, to suit the availability of seasonal vegetables and their market supply by the Institute Mess Committee.
22. Contractor shall provide light food to the sick students during his/their sickness period as per advice of the Doctor/Warden and no extra charge will be paid for the same.
  23. Monthly payment to the contractor will be made by the Institute as decided subject to deduction of applicable taxes in one instalment after the submission of actual mess bill by the contractor and its verification by the concerned authority.
  24. Contractor is required to deposit an amount equal to 10 % of the award value to be calculated on yearly basis, in the form of Account Payee D.D/Bankers Cheque /PBG drawn in favour of Indian Institute of Management Bodh Gaya payable at Bodh Gaya towards security deposit at the time of award of contract within stipulated time if his / her offer is accepted.
  25. The mess utensils are to be cleaned (With hot water using detergent powder/soap) and dried after every meal.
  26. Mess Contractor or his representative is required to remain present in the mess when the food is served in the mess.
  27. All the items to be served in the mess including curd shall be prepared in the respective Mess of that Hostel.
  28. The contractor is required to maintain the details of all his employees/mess workers. This information along with their photographs shall be submitted to the Institute/ Warden Office well in advance before deployment. All employees will be insured as per labour laws in vogue.
  29. Liability / responsibility in case of any accident causing injury/death to mess workers or any of his staff shall be that of the Contractor. The Institute/ Hostel authority shall not be responsible by any means in such cases. The contractors should arrange Group Insurance other social security measures to their workers.
  30. The contractor has to follow all labour laws / government laws with regard to employing the mess workers. The Contractor shall be solely responsible for any dispute/violation of labour laws / government laws.
  31. The Contractor will be solely responsible for compliance of all labour laws & other applicable laws of the Government and Institute will not be responsible in any manner. Contractor shall be solely responsible in case of incidence/s of food poisoning etc. and shall bear the complete expenditure arising out of this for medical treatment of all persons/students legitimately authorised to take food from the mess. In addition, penalty shall also be imposed on the contractor as decided by the Institute/Hostel Warden/officer In-charge for such incidents.
  32. The contractor shall employ any mess worker after verification of their antecedent at their level and an undertaking is required to be submitted by the contractor. The mess worker so employed should not have involved in any crime / offence / police case etc.
  33. No employee of the contractor shall be found in possession of liquor or any banned drugs/substances and will get involved in any such activities which is against the rule of law. Breach of such rules will be proceeded with as per the civil code of conduct/IPC.
  34. The contractor shall be fully responsible for appropriate behaviour of the mess workers. If it is found that any worker has misbehaved with any of the hostel inmates / hostel staff, he must act Suo motto or as suggested by the Institute/Hostel Warden. All the employees of the Contractor

35. Contractor will have to prepare the food in the kitchen of the respective hostel on Commercial LPG only. No coal or other fuel will be allowed. Use of heater in the mess shall be strictly prohibited.
36. Decision of the Institute Committee and concerned Hostel Warden will be final and binding to the contractor in case of any dispute arising out with respect to the terms and conditions of this contract. In case of any disagreement the same shall be brought to the notice of the Tender Inviting Authority for resolution and the decision take by the authority shall be final and binding.
37. Mess Service Provider shall enter into an agreement for execution of this contract with the Institute as per prevalent rules and regulations of Government of India and shall bear full cost for the same.
38. The Contractor or their authorised representative shall have to attend meeting of the mess committee, if he is invited.

### **Special Terms and Conditions**

1. The Faculty members/staff may also dine in the hostel mess as per their convenience on payment of same rate as fixed for the hostel inmates.
2. The detailed hostel mess rules and regulations as prepared by the Institute shall be the guiding framework to run the hostel mess by the Contractor.
3. The hostel mess/ kitchen shall be open for inspection of the competent government authority and all necessary support to be provided by the contractor during the inspection.
4. The Contractor has to arrange all kitchen equipment/utensils/crockeries/serving plates/ spoons etc. at their own expenses.
5. Non availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 2500/- per incident.
6. Insects cooked along with food would invite a fine of at least Rs, 10,000/-.
7. Any complaint of soft objects like hair, rope, plastic, cloth pieces etc. in food will attract a fine of Rs 2,500/- per complaint.
8. Any complaint of stones/pebbles of diameter more than 2 mm will attract a penalty on the caterer which can range between Rs 300/- to Rs 3,000/-depending on the size of the stone/pebble.
9. Hard and/or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of at least Rs 5000/- per incident.
10. Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 3,000/- on the caterer.
11. If mess council agrees that certain item of a meal was not cooked properly then a fine of Rs. 3000/- would be imposed on the caterer.
12. Food poisoning, shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the caterer.
13. If food for any meal gets over within timings of mess and waiting time is more than 45 minutes for lunch and dinner, and 30 minutes for breakfast and Tiffin, without any justified reason then a fine of Rs. 3,000/- would be imposed on the service provider. The timing for that meal will be extended equivalent to delay time. Or,

students/staff would be provided precooked food as desired by them in case of such delays.

14. Change in menu (including fruit/juice/milkshake) of any meal without permission of mess committee would result in a fine of Rs. 3,000/- on the caterer.
15. If the quality of milk is not found up to be appropriate, or it is diluted, a fine of 8,000/- would be imposed.
16. Inappropriate personal hygiene of workers including their dress and/or misbehaviour by workers etc. will lead to fine of Rs. 3,500/- on caterer for every instance.
17. Failure to maintain a proper health check-up of the workers will attract a fine of Rs. 4,000/- per instance.
18. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of previous fine will attract triple the initial amount of fine on the caterer.
19. Absence of proprietor or his representative empowered to take decision from mess council meetings (which will be held once every month) on due invitation will attract a fine of Rs. 20,000/- on caterer.
20. As and when mess council proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the wardens. The levies will be recovered from the monthly bill.
21. All ingredients being used in the mess including rice, atta, oil and condiments will be of proper standard/brand with ISI mark and FSSAI certification and will be approved by the mess committee. Using 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 council with consent with the wardens. However, an opportunity will be provided to the Service providers to represent before the Mess council and the discussion of the Mess Committee will be final and binding on the service provider.
22. 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.
23. All penalties liable to be levied will be investigated by the Mess Committee and Mess warden and will then only recommend action to be taken.

**Mess Menu**

1. Breakfast - one fruit, Tea, Milk, Cornflakes daily and one another item like sandwich/paratha/idli/Vada etc... on different days
2. Lunch – Roti, Rice, one seasonal vegetable, Daal, Salad, Achaar and Pappad
3. Evening – Tea/Soft Drinks and Pakoda/Biscuits/ Noodles/ Vermicelli upma/ Samosa etc – different items on different days
4. Dinner – Roti, Rice, one seasonal vegetable, Daal, Salad, Achaar

\*Please note that Paneer item should be available twice in a week for vegetarian students and Chicken/Mutton/Fish item should be available twice in a week for non-vegetarian students. Muslims persons shall be provided with halal meat/ chicken as per menu.

\*Final Menu will be decided by the Mess Committee.

\* Jain food should be available if Jain students are there and they demand the same.

\* Khichri should be available all days for ill students as per requirements.

**Note:**

1. Pickle, Salt, Peeper of Standard Make (Unlimited) to be placed on table and to be refilled on regular basis.
2. Wherever in the Menu the quantities are not mentioned, it shall be treated as unlimited.
3. The dal to be used in a manner in order to maintain the variety of the food served the type of dals to be used in a week shall be as under:
  - a. 04 day Arhar Dal to be used
  - b. 01-day Moong Dhuli Dal
  - c. 01 day Urad Kali Dal
  - d. 01 day Chana Dal
4. The contractors are required to quote the rate for non-veg meal, if served separately.

## AFFIDAVIT

1. I/We the undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_  
\_\_\_\_\_ have abandoned any work/supply nor any contract awarded to us for such works/supplies have been rescinded, during last three years prior to the date of this bid.
3. The undersigned hereby authorize and request any bank, person, firm or Corporation to furnish pertinent information deemed necessary as requested by the Central Institute of South Bihar, to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Indian Institute of Management Bodh Gaya.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date:

## **FINANCIAL BID**

**Note:** This is to be kept in Envelope “C” sealed and it should be written on envelop that Providing the “Institute Mess Services” at “Indian Institute of Management Bodh Gaya.

### **FINANCIAL BID PROFORMA**

**(It should be submitted in a separate sealed envelope)**

Tender Notice No.: IIMBG/ADMIN/TENDER/2019-20/      Date: 30/04/2019

Subject: Providing the “Institute Mess Services”.

Name of the Bidder: \_\_\_\_\_

<b>Sl.</b>	<b>Item Description</b>	<b>Rate (Rs.) Per day per student)</b>
1.	Meals (Morning Tea, Breakfast, Lunch, Evening Refreshment, Dinner) as per the prescribed Menu	Rs.
Total Amount without GST in words (Rupees .....)		
Add GST extra @.....%		Rs.
Total Amount without GST in words (Rupees .....)		

Date:

Signature .....

Name: .....

Designation & seal

Contact No.

E-Mail.id-



## CERTIFICATE

(to be provided on letter head of the firm)

I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I also certify that the above information is true and correct in all respect and in any case at a later date, if it is found that any details provided above are incorrect, then the contract given to the above firm may be summarily terminated and the firm may be blacklisted.

Date:

Place:

Authorized Signatory

Name:

Seal

Designation:

Contact No.:

## UNDERTAKING

[by Tenderer(s)]

Name of the work: \_\_\_\_\_

Tender No.: \_\_\_\_\_

We confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s) with all Annexures, Scope of Vendor
2. Additional Document(s), if any
3. Financial Bid
4. Corrigendum, if any
5. Pre Bid Meeting Minutes, if any

We, \_\_\_\_\_ (Name of the Tenderer) hereby certify that we have read and thoroughly understood all the clauses explained in the tender requirements and accept all Terms and Conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event, our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

Signed for and on behalf of Tenderer(s)

Name of Tenderer(s)

Date : \_ / \_ / \_ \_ \_ \_

Place:

Seal & Signature of Tenderer

**Note:**

This declaration should be signed by the Tenderer/their authorized representative on their LETTERHEAD who is signing the Bid and to be submitted with tender.