



# भारतीय प्रबन्ध संस्थान लखनऊ

## INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

### CORRIGENDUM -I

With reference to NIT No. IIM/PUR/Cafeteria/13/2024-25 dtd. 25.11.24 (copy enclosed) for establishing a cafeteria at IIM Lucknow, the following information/ changes have been approved by the Competent Authority:

1. The condition mentioned at “C (2)” of the above referred NIT may be read as under:  
“The Bidder shall have an average annual turnover of Rs.1.00 crore during the last three financial years (2021-22, 2022-23 and ~~2020-21~~ or 2023-24)”
2. The bidder shall use the updated Annexure-I(A) – enclosed with this corrigendum while submitting its bid against the above referred NIT.
3. The queries received from the Bidders and the Institute’s responses to these queries are as under:

S.No.	Bidder’s query / suggestions	Committee recommendations
01	We sincerely think that an esteemed Institution like yours ought to give chance to start up Restaurants like us who have the required expertise, work experience and financial resources to efficiently run and manage the said Cafeteria. Our request is to kindly consider waiving the bid criteria of Rs 1 Cr turn over and the requirement of 3 yrs of Operational experience	Request for change has NOT been accepted.
02	We would appreciate if you could consider restricting the Online Vendors such as Zomato/ Swiggy from delivering their orders inside the premises. They may however deliver the same up to the Security Gate. This is necessary for the said cafeteria’s business volume to remain unaffected.	Suggestion has NOT been accepted.
03	It would also help be helpful for business feasibility of the Cafeteria if IIM’s Students dining ventures do not serve the dishes offered by the said Cafeteria.	Suggestion has NOT been accepted.

The bidders shall consider the above information and changes, while submitting their bid against this NIT. These changes will form part of the above NIT.

This issues with approval of the Competent Authority.

-sd-

(Shiv Kumar)  
Administrative Office  
Purchase & Stores

*Encl: Updated Annexure- I (A)*

**Circulation:** By uploading on eProcure portal and IIML website

**To be submitted on Company / Bidder's Letter Head****TECHNICAL BID**

NIT No. \_\_\_\_\_

Dated: \_\_\_\_\_

<b>S. No</b>	<b>Description</b>	<b>To be filled by the bidder</b>	<b>Page no.</b>
2.	Name of the Bidder (Mention type of firm i.e. Proprietorship, Limited Company, Partnership firm)		
3.	Complete Office Address of Bidder (with contact number & email ID)	Email Id: _____  Contact NO. _____	
4.	Name and address of the authorized signatory / Contact person for this tender		
5.	GST Registration No. (Upload copy GST Registration)		
6.	Details of EMD Deposit (Upload proof of Transaction for deposit / transfer of EMD into the Institute Bank Account OR MSME / NISC Certificate)	UTR NO. _____ Date of Transaction: _____ OR MSME Cert No. _____	
7.	Do you have relevant work experience as required in the tender document?	Yes / No If yes, provide details in Annexure-I (B) with supporting documents	
8.	Do you have FSSAI for your existing restaurants / cafeteria? If yes, enclose copy of these licenses.	Yes / No	
9.	Do you agree to obtain all applicable licenses required for operating a standard cafeteria at IIM Lucknow within one month from date of award of contract?	Yes / No	
10.	Amount proposed to be invested in development of initial infrastructure i.e. on Furniture, cooking equipment, Air-conditioning, painting, minor civil works, others to improve the ambiance (Minimum investment required= Rs.2,00,000/-)	Rs. _____ In Words: _____  (Enclose proposal for development of initial infrastructure as per site visit)	
11.	Annual turnover during the last three financial years (2021-22, 2022-23 and 2023-24 (Copy of Audited B/S)	2021-22 : _____ 2022-23 : _____ 2023-24 : _____	
12.	Does the Bidder has three years relevant experience or CA Certificate with UDIN	Yes / No If yes: From: _____ to _____  And provide details in Annexure-I(B)	

Above stated information are true and correct. I/We have carefully gone through various terms and conditions for providing of cafeteria services at IIM Lucknow campus. I/We agree to all the Terms and conditions related to cafeteria services at IIM Lucknow.

Date:  
Place:

Signature of the Tenderer/Bidder  
Office Seal:



# भारतीय प्रबन्ध संस्थान लखनऊ

INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road, Lucknow – 226013

Website: [www.iiml.ac.in](http://www.iiml.ac.in)

## **E-TENDER NOTICE** **(NOTICE INVITING TENDER)**

Phone: +91-522-6696929/17

E-mail: [purchase@iiml.ac.in](mailto:purchase@iiml.ac.in)

Tender No.: IIML/PUR/Cafeteria/13/2024-25

Date: 25/11/2024

01.	Name of the Work	To establish a cafeteria at IIM Lucknow, Prabandh Nagar, IIM Road, Lucknow
02.	EMD	Rs. 50000/- (Rupees Fifty Thousand only)
03.	Pre-bid meeting	02/12/2024 (Monday), 10:30 AM Venue: Meeting Room, Samadhan Building, IIM Lucknow
04.	Tender submission Last Date and Time	16/12/2024 at 10:00 AM
05.	Technical Bid Opening Venue, Date and Time	Meeting Room, Samadhan Building, IIM Lucknow Date: 17/12/2024, Time: 11:30 AM
06.	Procedure to Submit the Bid (Tender Document)	Tender to be submitted online in <b>Single Bid (Technical Bid / Proposal)</b> . A free view of NIT available on institute website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and <a href="http://www.iiml.ac.in">www.iiml.ac.in</a> and Complete Tender Document is available.
07.	Mobilization Period	Within 45 Days
08.	Bid Validity	120 days from the date of opening of bids.
09.	Name, Designation, Address and other details of tender issuing authority.	Chief Administrative Officer Indian Institute of Management, Prabandh Nagar, IIM Road, Lucknow -226013 , Phone: 0522 –6696917/6929

Chief Administrative Officer

IIM Lucknow



# भारतीय प्रबन्ध संस्थान लखनऊ

INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW

Prabandh Nagar, IIM Road, Lucknow – 226013

Website: [www.iiml.ac.in](http://www.iiml.ac.in)

## A. INTRODUCTION:

Indian Institute of Management Lucknow invites online bids from reputed agency/firms to establish a cafeteria at IIM Lucknow, Prabandh Nagar, IIM Road, Lucknow. It will be a comfortable, stylish point for meeting and eating with professional management similar to an upmarket restaurant. It should be able to cater to the needs of the Students, Faculty, Officers and Staff along with families on campus. This cafeteria will serve breakfast, lunch & dinner and may host get-togethers and parties for IIM LUCKNOW's community members.

A free view of NIT is available on Govt. E-Procurement portal i.e. <https://www.eprocure.gov.in> and on Institute website [www.iiml.ac.in](http://www.iiml.ac.in). Interested Firm/agencies are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender document (NIT) comprise of Technical Bid. The interested bidders/ vendors may download the NIT on acceptance of terms & conditions. The technical bid with detailed project duly filled have to be uploaded on e-Procurement Portal of Government of India i.e. <https://eprocure.gov.in> using Digital Signature before the last date & time for submission as mentioned in the tender notice. The credentials as listed below shall be uploaded online.

Bidders are required to deposit an amount of Rs. 50,000 (Rupees Fifty Thousand only) towards Earnest Money Deposit (EMD) to below mentioned bank account of Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at appropriate place. NSIC / MSME registered firms are exempted from submission of EMD on uploading of valid MSME certificate.

Bank Account No.	07231450000294
IFSC Code	HDFC0000723
Name of Bank & Type of Account	HDFC/Savings

EMD of all unsuccessful bidders will be returned after finalization of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Security Deposit.

## B. GENERAL TERMS AND CONDITIONS:

1. The scope of work is mentioned under the heading "Special Conditions".
2. Please read terms and conditions carefully before filling up the document. Incomplete Bid/Proposal will be rejected.
3. All pages of the tender document/NIT must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the terms and conditions of this tender.

4. The name and address of the bidder shall be clearly written in the space provided. Overwriting, correction, insertion in any part of the tender is NOT permitted unless duly countersigned by the bidder.
5. The institute reserves the right to change any condition of the tender before opening of the bids by issuing corrigendum/ addendum.
6. The institute reserves the right to reject any or all the tenders without assigning any reason.
7. Interested bidders may attend the Pre-bid Meeting to seek clarifications, if any. Date, Time & Venue for pre-bid meeting has been given on page of this document.
8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Lucknow, and only courts in Lucknow shall have jurisdiction to determine the same.

**C. THE BIDDER MUST HAVE FOLLOWING ELIGIBILITY CRITERIA:-**

1. The bidder should have minimum 03 [Three] years experience as on date of publishing of this tender in the relevant area i.e. for providing Catering services and/or running a cafeteria in any known academic institute(s) or reputed organization. (Restaurant owners shall attach valid document showing ownership such as GST Registration/Sales Tax/VAT registration with clear mention of the date of registration/issue and Vendors running cafeteria shall attach scanned copy of experience certificates/work orders.
2. The Bidder shall have an average annual turnover of Rs.1.00 crore during the last three financial years (2021-22, 2022-23 and 2020-21 or 2023-24
3. The bidder must be in possession of valid FSSAI registration.
4. The Bidder shall not be involved/engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. The Institute will reject a proposal for award if found that the Bidder is directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. *Attach an Undertaking as per Annexure-IV.*
5. The Bidder must enclose scanned copy (self-attested) of all the Tender's **Annexure-I to VII.**
6. The bidder will be required to invest a minimum amount of Rs. 2,00,000/-towards development of initial infrastructure i.e. on Furniture, Air-conditioning, painting, minor civil works, others to improve the ambiance (site visit is permitted on the date of pre-bid meeting). The details of initial investment and undertakings shall be provided in Annexure-VII.
7. FSSAI License, (shall be available within one month after award of work)
8. Bids of the bidders who have been Blacklisted by any Govt Organization and any bidder whose contract for similar services had been terminated by IIM Lucknow on account of poor services will be rejected/technically disqualified without assigning any reason.

**D. CRITERION FOR EVALUATION OF BIDS:-**

1. **First stage:** - The documents submitted by the bidder as part of its technical bid will be evaluated by the Tender Evaluation Committee and marks will be awarded as mentioned in **Annexure - III**. To qualify in this stage, the bidders have to qualify in each section and the total marks obtained by the bidder must NOT be less than 25 (Twenty- five) marks.
2. **Second stage:-** The bidders found to qualified in Stage-I will be called for a presentation (refer **Annexure- III** for details). Bidders obtaining a minimum marks 10 (Ten) in Presentation will be termed as 'Technically qualified'.
3. The bidder obtaining the highest marks (total of marks obtained in both stages), will be declared as the successful bidder and will be awarded the contract, subject to approval of the Competent Authority, IIM Lucknow.

4. IIM Lucknow may obtain feedback from the previous/present clients of the Bidder and also depute its evaluation committee to inspect the site[s] at present contract[s] for on the-spot firsthand information regarding the quality of food and services provided by the Bidder, which will form the basis for evaluation of technical bids, requirements listed above. The decision of the IIM Lucknow in this regard will be final and binding on all Bidders.
5. It is the sole responsibility of the bidder to obtain other Licenses which are needed to run the cafeteria (at IIML) such as Local Municipal Corporation Health License, Police related License etc. within one month after receipt of award of contract/Letter of intent.

#### **E. EXECUTION OF AGREEMENT AND PAYMENT OF SECURITY DEPOSIT**

1. Hereinafter the successful tenderer/bidder will be known as contractor
2. The contractor shall be required to deposit an amount of Rs. 50,000/- (Rupees Fifty thousand only) as a security deposit within a week after the issue of work Order in the form of demand draft of any nationalized/scheduled bank only in favour of 'Indian Institute of Management Lucknow' payable at Lucknow. No interest shall be paid on such security deposit, which shall remain with the institute during the continuance of the contract and it shall be released after 2 months of the expiry or termination of the contract subject to clearance of all dues by the contractor.
3. The contractor should execute an agreement for the fulfillment of the contract with the Indian Institute of Management Lucknow and hand over the same to IIM Lucknow within 15 days from the receipt of the letter of acceptance of the tender. Otherwise the order may be cancelled
4. In case the contractor fails to deposit the security amount and execute necessary agreement within 15 days from the date of issue of the work order or it is found that the contractor has submitted any false / misleading information submitted forged documents, the earnest money deposit of Rs. 50,000/- (Rupees Fifty Thousand only) shall be forfeited and the tender will be held as non-responsive.

#### **F. SPECIAL TERMS AND CONDITIONS:**

1. The successful bidder will be required to start the operations within 45 days from date of award of the contract. The rent will start from date of operation or completion of 45 days from the date of issue of work order, whichever is earlier. In case, the successful bidder is not able to start operation within 45 days, the Institute may impose suitable penalty and may terminate the contract, forfeit the EMD/Security Deposit and blacklist the bidder.
2. IIM Lucknow will offer space measuring approx. 3562 sq. ft. (approx.) for setting up a Cafeteria in Shopping Complex within the campus situated at Prabandh Nagar, Lucknow. The successful bidder /contractor shall have to pay the **subsidized facility charges of Rs.12,900/- plus GST, as applicable, for utilization of cafeteria at IIM Lucknow as per institute norms. The facility charges will be increased by 10% on completion of 11 months.**
3. **The period of contract for cafeteria premises will be initially for a period of three years from the date of award of contract. However, the contract could be extended further on mutual consent of both the parties viz. IIM Lucknow & the Contractor on mutually agreed terms and conditions.**
4. The cafeteria service shall be provided from 08.30 hours to 20.30 hours on all days. However, special timings will be permitted with prior approval of the Competent Authority of IIM Lucknow.
5. IIM Lucknow will not bear any type of expenditure for the setting up of stall /infrastructure. This is sole responsibility of the contractor.

6. The contractor has to submit refundable security deposit of Rs. 5,000/- (Rupees five Thousand only) towards installation of Electrical sub-meter and required to pay the electricity charges on actual basis, along with pro-rata fixed charges. This shall be paid on or before 5<sup>th</sup> of every month on monthly meter reading basis separately by the contractor.
7. The contractor shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages generated from the cafeteria operations.
8. No non-recyclable plastic or plastic container are allowed to use in the campus as campus is considered non-plastic zone, failing which penalty will be imposed as per Institute norms.
9. On award of the contract, the contractor will have to give full details (in written) of the staff/crew/labour employed by him with IIML administration along with copies of documents to prove their identity. The Contractor will be responsible for obtaining verification certificate from the police department in respect of all employees deployed by him.
10. The selected / successful bidder has to arrange supply to tea/ snacks to IIM Lucknow offices on submission of request without any delivery charges. Similarly, in case of home delivery to in-campus hostels / houses, no delivery charges would be payable.
11. The contractor shall not engage any minor, at any time, to carry out the work under the contract.
12. Payment to his staff/worker in any sense is the sole responsibility of the contractor. The contractor shall comply with all existing labour legislations and Acts, benefits, such as Provident Fund, ESI, Pensionary benefits or allowances. Provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Workmen's' Compensation Insurance Policy etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the Institute, in case the institute is held liable for the lapse if any, in this regard.
13. The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of IIM Lucknow.
14. The contractor shall ensure that his staff shall have proper shave, clipped nails and proper hygienic appearance shall be maintained while in service in the cafeteria. The staff engaged by the contractor shall: (a) Show professional courteous behavior at all times. (b) Wear neat and clean work clothes, etc. (c) will not smoke beedies / cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
15. The contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
16. IIM Lucknow reserves the right to call upon the contractor to remove any person employed/working in the cafeteria, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The contractor will have to issue identity cards to its employees employed in the cafeteria. IIM Lucknow reserves the right to disallow the person not having the identity card.
17. The contractor's crew shall not be allowed to use any service area situated outside the cafeteria.
18. Contractor shall not sell any cigarette, beedy, pan, alcohol etc. in the cafeteria and in the IIM Lucknow premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the contractor shall be liable to lose the contract for breach of this condition.
19. The contractor and his staff shall comply with all instructions and directions of the IIM Lucknow authorities given from time to time. In the event of any emergent situation, the staff of the contractor shall comply with instructions given by the IIM Lucknow authorities, without waiting for confirmation by the contractor. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

20. The contractor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
21. IIM Lucknow would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of IIM Lucknow rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of IIML's management in this regard would be final and binding on the contractor. In such an event, IIM Lucknow shall have the right to engage any other contractor to carry out the task at the risk and cost of the existing contractor besides appropriating the security deposit and or any amounts due to the contractor.
22. If the contract is terminated by the contractor without giving stipulated period of notice or fails to observe the terms and conditions of the tender, letter of award for the contract and the agreement signed by the contractor with the institute, the security deposit will be forfeited without prejudice to the IIM Lucknow management's right to proceed against the contractor for any additional damage that the institute suffers as a result of the breach of the aforesaid terms and conditions.
23. The contractor should not transfer or sublet the contract of the cafeteria services to anybody/other party which may be treated as a breach of contract and the contract shall be liable to terminate without any prior notice with consequent penalty including forfeiture of security deposit.
24. The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges should be recovered from the contractor.
25. On award of the contract, the contractor has to provide a list of his employees, he proposes to deploy at Cafeteria, to IIM Lucknow in advance. In case, the contractor hires any employee(s), who has worked under any contractor(s), who have previously provided similar services at IIM Lucknow, prior permission of IIM Lucknow must be obtained.
26. The Contractor will be responsible for payment of all dues to his employees and for following relevant labour laws, EPF, ESI (as applicable) etc.
27. If any liability arises on IIM Lucknow, due to actions of the Contractor, the Contractor is liable to indemnify IIM Lucknow.
28. IIM Lucknow has the discretion and right at any stage to cancel/add or amend the information, terms, procedure and protocol set in the RFP and the bidder has no claims against such right. The Institute has unfettered right hereunder to terminate the arrangements at any time without assigning any reason whatsoever.
29. Neither Party shall be liable to the other for any delay or non-performance of its obligation under these presents attributable to any cause or causes which is not willful and beyond reasonable control including acts of God, orders of regulatory authorities, war, accidental fire, explosion of natural calamities like flood or civil commotion or any pandemic; provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes. Bidder to note that rain and monsoon is not part of force majeure and bidder is required to provide all its service as per minimum requirements. The bidder or IIM Lucknow shall not be liable for delays in performing his obligations resulting from any to force majeure cause as referred to and defined above
30. Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director of the Institute.
31. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended



from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Lucknow, Uttar Pradesh only.

32. The courts at Lucknow, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties
33. All correspondence will be through email or updated on portal only, the bidders are requested to provide valid email id.
34. Corrigendum / Addendum, if any will be issued on <https://eprocure.gov.in/eprocure/app>, Bidders are requested to visit this link for updates, if any.

#### **G. ITEMS TO BE SOLD**

1. The food items shall contain ingredient of good quality. Snacks and beverages should be of excellent quality and hygienic.
2. The contractor should not keep any packed items for sale which has already surpassed the date of expiry.
3. List of items, availability of which is compulsory are mentioned in Annexure II. Additional items of good food items (excluding bakery items) may be sold by the successful bidder as per the demand on reasonable rates.
4. In case, the successful bidder decides to sell non-vegetarian items in the cafeteria, in such scenario a proper segregation of kitchen and utensils etc, shall be done, for maintaining proper hygiene.
5. The item details and rate should be displayed on Notice Board Properly in bold and visible manner.

#### **H. PENALTY**

1. The Institute reserves the right to impose penalty (to be decided by the IIM Lucknow authorities) on the contractor for any serious lapse in maintaining the quality and the services willfully or otherwise by the contractor or his staff or for any adulteration.
2. If the institute is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the contractor will be served with 24 hours' notice to improve or rectify the defect(s), failing which the IIM Lucknow will be at liberty to take appropriate necessary steps as deemed fit.
3. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at the area in which the Lucknow Campus of the institute is functioning and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.
4. The contractor should use the water very sparingly and shall not waste water. If found misusing of water penalty of Rs. 500/- to Rs.1000/- will be imposed for each event

- I. **DISPUTE SETTLEMENT & APPOINTMENT OF ARBITRATOR:** "All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Tender and the resulting agreement or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of negotiations shall be settled by referring the dispute to the Director, IIM Lucknow, who may either himself decide the dispute as Arbitrator or appoint some other person as Arbitrator to adjudicate the same, who shall be unconnected with IIM Lucknow. The proceedings will be governed by the provisions of the Arbitration & Conciliation Act 1996.

By consent of parties the jurisdiction of all other courts are excluded and the courts at Lucknow alone shall have jurisdiction. The language of the Arbitration shall be English.

- J. Force Majeure :** Force majeure is hereby defined as any cause which is beyond the control of the contracted bidder or IIML as the case may, which they could not foresee with a reasonable amount of diligence and which could substantially affect the performance of the contract, such as natural phenomena (including but not limited to floods, droughts, earthquakes, epidemics, etc.), acts / directions of any Government (including but not limited to war, declared or undeclared, priorities quarantines, embargos, etc.); provided that either party shall within 15 days from the occurrence of such a cause notify the other party in writing of such causes. Bidder to note that rains, droughts and monsoons are not part of force majeure and bidder is required to provide all its facility as per the stipulated minimum requirements.

The bidder or IIML shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to the defined above. Hence during the period of force majeure, as indicated and covered above, during which the services are not provided by the contracted bidder or not availed by IIML, both parties will not be liable for their obligations under the contract. Thus the Force Majeure will free both parties from contractual obligations / liability when prevented by such events from fulfilling obligations as the same will be suspended for the period of Force Majeure. However, if the performance in whole or part or any obligation under this contract is prevented or delayed for period exceeding 120 days, either party may at its option terminate the contract without any financial repercussions on either party by giving at least 15 days' notice.

**To be submitted on Company / Bidder's Letter Head**

**TECHNICAL BID**

NIT No. \_\_\_\_\_

Dated: \_\_\_\_\_

<b>S. No</b>	<b>Description</b>	<b>To be filled by the bidder</b>	<b>Page no.</b>
1.	Name of the Bidder (Mention type of firm i.e. Proprietorship, Limited Company, Partnership firm)		
2.	Complete Office Address of Bidder (with contact number & email ID)	Email Id: _____ Contact NO. _____	
3.	Name and address of the authorized signatory / Contact person for this tender		
4.	GST Registration No. (Upload copy GST Registration)		
5.	Details of EMD Deposit (Upload proof of Transaction for deposit / transfer of EMD into the Institute Bank Account OR MSME / NISC Certificate)	UTR NO. _____ Date of Transaction: _____ OR MSME Cert No. _____	
6.	Do you have relevant work experience as required in the tender document?	Yes / No If yes, provide details in Annexure-I (B) with supporting documents	
7.	Do you have FSSAI for your existing restaurants / cafeteria? If yes, enclose copy of these licenses.	Yes / No	
8.	Do you agree to obtain all applicable licenses required for operating a standard cafeteria at IIM Lucknow within one month from date of award of contract?	Yes / No	
9.	Amount proposed to be invested in development of initial infrastructure i.e. on Furniture, cooking equipment, Air-conditioning, painting, minor civil works, others to improve the ambiance (Minimum investment required = Rs.2,00,000/-	Rs. _____ In Words: _____  (Enclose proposal for development of initial infrastructure as per site visit)	

Above stated information are true and correct. I/We have carefully gone through various terms and conditions for providing of cafeteria services at IIM Lucknow campus. I/We agree to all the Terms and conditions related to cafeteria services at IIM Lucknow.

Date:  
Place:

Signature of the Tenderer  
Office Seal:

**DETAILS OF WORK EXPERIENCE (to be filled by bidder on letter head)**

S. NO.	Name of the Client/Branches of the Bidder with Address / contact number	Type of services (Cafeteria/ Restaurant)	Date of commencement of Restaurant /Contract	Contract up to (date)	If the contract is over/ terminated/ restaurant is closed (Write Brief reasons)	Copy of work order/ certificate/ agreement / other documentary evidence are uploaded at page no.
01						Page No. _____
02						Page No. _____
03						Page No. _____
04						Page No. _____
04						Page No. _____
04						Page No. _____

Certified that above information is true and best of my knowledge and belief as on date. In case any information found false/incorrect my candidature may be disqualified at any stage and security deposit may be forfeited.

Date  
Place

Full Name, Signature & seal of the  
Authorized Person

**UNDERTAKING / CONFIRMATION ON BIDDER'S LETTER HEAD FOR PROVIDING THE SERVICES ON RATES MENTIONED IN THE NIT**

ANNEXRE-II

NIT No. \_\_\_\_\_

Dated: \_\_\_\_\_

1. Name of the Bidder : .....
2. Address of the Bidder: .....
3. Name of the authorized Person for submitting the bid :.....
4. Phone No :.....(Mob).....

The undersigned hereby declares that the following items will be provided as per timing mentioned below, in the cafeteria at the rates mentioned against these items:

<b>SNo</b>	<b>Item</b>	<b>Time^</b>	<b>Rate*</b>
(a)	Tea (Handmade) – 150 ml	Any time (8:30 am to 10:00 pm)	Rs. 10/-
(b)	Coffee (Handmade) (Nescafe/ Bru) – 150 ml		Rs. 15/-
(c)	Samosa (Standard Size- 50gms)		Rs. 10/-
(d)	Khasta/ Kachori with Aloo and Chole (Standard Size- 50gms)		Rs. 15/-
(e)	Plain Maggi (01)/ Masala Maggi (01)		Rs. 20/-/ Rs. 30/-
(f)	Breakfast Meals: - i) Pooris (07 Nos.) - 175gms, Aloo Sabji (dry) - 150gms & Pickle ii) Bhature (02 Nos.) 175 gms, Chhole 150gms, Pickle 15 gms iii) Stuffed Paratha (Potato/ Onion/ Mix) (Standard Size) with curd and pickle (02 Nos.) iv) Poha 200 gms + Imlee chatni + Tea (a) v) Masala Omlete (02 Eggs) + Bread Toast (04)/ Bun (02) + Butter	(8:30 am to 10:00 am)	Rs.40/- (each option)
(g)	Rajama-Chawal/ Kadhi-Chawal/ Chole-Chawal (with Rice 250 gms) and Onion Salad, Pickle	12:00 to 3:00 pm and 7:30 pm to 10:00 pm)	Rs. 40/-
(h)	Veg Meal (Standard) = Rice Plain 150 gms, 4Chapatis 100gms, Dal/ Rajama/ Chole/ kadi/(Thick) 150 gms, Mix Veg (Seasonal) 100gms, Curd 80 gms, Pickle, salad		Rs.70/-
(i)	Extra Rice – 100 gms		Rs. 15/-
(j)	Extra Chapati (Tawa Roti)		Rs. 5/-
(k)	Packaged Branded curd/ water bottle / cold-drink		As MRP

^The successful bidder shall be in position to serve the item to its customer during the mentioned time.

\* The above proposed rates are inclusive of taxes and will be fixed for a period one year and the contractor will be required to make supplies of items mentioned at sr. no. (a) to (e) to offices without any delivery charges.

The undersigned understands that in case the information provided in the Technical bid is found to be false/ incomplete / misleading, bid of the undersigned will be technically disqualified (if disclosed at a later date after award of contract, the contract will be terminated) and the EMD/security amount of the Bidder will be forfeited and the bidder may be blacklisted for a period of two years.

Date  
Place

Full Name, Signature & seal of the  
Authorized Person

## TECHNO EVALUATION SCHEME

NIT No. \_\_\_\_\_

Dated: \_\_\_\_\_

The technical evaluation will be for 85 marks and based on the following scheme.

Sr No.	Description	Marking Scheme	Max. Marks	Min. Marks required	# Marks to be filled by the Bidder
<b>PART-A</b>					
1	Marks for providing full details in Annexure-I(A) & I(B) with relevant supporting documents	For providing input for Serial No. 1 to 7 of Annexure-IA	05	05	
1	The bidder should have minimum 03 (Three) years' experience in the relevant area for providing catering services and running the cafeteria as on date of publication of this tender.	5 marks for 3 years of experience and two marks for each additional year subject to maximum of 10 marks.	10	05	
2	The bidder should have a minimum one running restaurant OR a running contract for cafeteria in any reputed organization; as on the date of publication of this NIT. (In case of cafeteria, more than one cafeteria with the same client will be treated as one contract and in case of Restaurant, each branch with valid documentary evidence will be treated as separate entity for awarding the marks)	Five marks for one such a restaurant or contract for cafeteria services as on date of publication of this NIT. Two marks for each additional restaurant-branch or contract for cafeteria	20	05	
3	Initial investment on development of infrastructure i.e. on Furniture, Air-conditioning, painting, minor civil works, others to improve the ambience	Five marks for 2,00,000/- and 2 marks for each additional investment of Rs.1,00,000/-	15	05	
<b>Total</b>			<b>50</b>	<b>25</b>	
<b>PART-B</b>					
5	<b>Presentation Factor:-</b> The presentation should cover the following aspects: Infrastructure development to improve the ambience of the place (photos, designs of proposed cafeteria, equipment etc), Cafeteria starting and Managing strategy, expertise in preparation of various type of cuisines as mentioned in Annexure-II past experience, expectations from the Institute etc.	The committee will evaluate the presentation will be award the marks as per presentation)	20	10	
6	Total of PART-A & B		70	35	

# Please fill your accurate marks accordingly the descriptive parameters and according to the Marking Scheme. However, it may be noted that the marks awarded by the Tender Evaluation Committee will final & binding on all bidders.

Certified that above information is true and best of my knowledge and belief as on date. In case any information found false/incorrect my candidature may be disqualified at any stage and EMD/Security deposit will be forfeited.

Date  
Place

Full Name, Signature & seal of the  
Authorized Person

NIT No. \_\_\_\_\_  
\_\_\_\_\_

Dated:

**UNDERTAKING BY THE TENDERER**

With reference to NIT No. \_\_\_\_\_ dated \_\_\_\_\_ for providing services at IIM Lucknow, I, \_\_\_\_\_ on behalf of M/s \_\_\_\_\_ undertakes the following:

1. I/We have carefully gone through all the terms and conditions mentioned in the above mentioned NIT for cafeteria services at IIM Lucknow campus. I/We have acquainted myself/ourselves with the tasks required to be carried out, before submitting this offer.
2. I/We am/are not involved/engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. If found that I/We (Bidder) am/are directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question, the Institute will reject our proposal for award of contract for providing cafeteria services at IIM Lucknow campus.
3. I/We have never been debarred by IIM Lucknow from taking part in the Bidding process or my/our (bidder's) contract has never been terminated on account of poor services.
4. I/We understand that we are not allowed to enter into a sub-contract to run this cafeteria i.e. the cafeteria will be run by my/our firm, if awarded.
5. Further, I/We have never been blacklisted by any Government body/organization including autonomous bodies of the state/central government.

Date:

Place:

Signature of the Tenderer

Name:

Designation:

Office Seal:

(To be provided on letterhead of Bidder's Client. Applicable for bidder claiming experience of running cafeteria)

ANNEXRE-V

NIT No. \_\_\_\_\_  
\_\_\_\_\_

Dated:

**EXPERIENCE CERTIFICATE**

This is to certify that M/s \_\_\_\_\_ has been providing cafeteria / canteen / mess services in this organization since \_\_\_\_\_.

OR

This is to certify that M/s \_\_\_\_\_ has provided cafeteria / canteen / mess services in this organization for the period from \_\_\_\_\_ to \_\_\_\_\_.

The performance of the above vendor is found to be Excellent / Very Good / Good / Satisfactory / Fair (strike whichever is not applicable).

The undersigned is duly authorized to issue this certificate on behalf of this organization.

Signature of the issuing Authority: \_\_\_\_\_

Stamp of the issuing Authority: \_\_\_\_\_ .



(To be provided on letterhead of Bidder. Applicable for bidder claiming experience of running its restaurant)

ANNEXRE-VI

**UNDERTAKING**

This is to certify that M/s \_\_\_\_\_ has been running its restaurant since \_\_\_\_\_ (date of commencement). Further, it is certify that as on date the bidder is running \_\_\_\_\_ branches of this restaurant (details are enclosed with name of restaurant, FSSAI certificate number, address, date of commencement of operations, contact person etc.).

The undersigned is duly authorized to issue this certificate on behalf of this organization.

Signature of the issuing Authority: \_\_\_\_\_

Stamp of the issuing Authority:

(On Bidder's letter Head)

I / We undertake to invest an amount of Rs.\_\_\_\_\_ on development to initial infrastructure i.e. on Furniture, cooking equipment, Air-conditioning, painting, minor civil works, others to improve the ambiance.

The breakup of the above proposed amount is as under:

S. No.	Particulars	Amount in INR
01	Furniture	
02	Air-conditioning	
03	Painting & minor civil works	
04	Others to improve the ambiance (give details)	
05	Cooking and required items	
	Total Amount -> (In words: _____)	

Further, I/we agree to provide break-up of the actual expenditure on development of initial infrastructure of cafeteria to the Institute. I / We also understand that on award of the contract, I/we have to invest the above mentioned amount and in case we do not invest the above mentioned amount, the Institute will be at liberty to terminate the contract and forfeit our EMD / Security Deposit and blacklist our firm.

I/We also understand that the Institute does not provide any guarantee for minimum business. The amount of business completely depends upon the quality of services to be provided by the us on competitive rates. Further, in case of termination or completion of contract or any other event, the Institute will not reimburse the amount spent by us on initial development or any other activity and we will be bound to handover the shop/ hall in the condition, in which it was handed over to us.

Signature of the issuing Authority: \_\_\_\_\_

Stamp of the issuing Authority: \_\_\_\_\_