



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road
Lucknow 226013

CORRIGENDUM

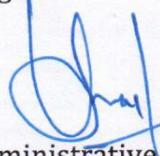
Dated: 01/08/2019

Sub: Notice of Extension for last date of tender submission.

Reference to E-tender NIT No. – IIM LUCKNOW/Cafeteria/16/Admn/2019 dated 28/06/2019 for Cafeteria Service at IIM Lucknow campus.

Last date of Submission of tender	13 th August, 2019 on or before 02:00 PM
Date of opening of Tender	The Tender documents shall be opened on the 20 th August, 2019 at 03:00 PM in the presence of authorized representative of the bidders, if any

All others terms and conditions of tender shall remains unchanged.


Administrative Officer
PURCHASE & STORES



भारतीय प्रबंध संस्थान, लखनऊ

INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW

Prabandh Nagar, IIM Road, Lucknow – 226013

Website: www.iiml.ac.in

E-TENDER NOTICE (NOTICE INVITING TENDER)

Phone :+91 522 6696988

E-mail :osd@IIML.ac.in

Tender No.: IIM LUCKNOW/Cafeteria/16/Admn/2019

Date : 28/06/2019

1.	Tender No.	IIM LUCKNOW/Cafeteria/16/Admn/2019
2.	Name of the Work	CAFETERIA SERVICE AT IIM LUCKNOW CAMPUS
3.	Tender Cost (Rs.)	Rs. 500/- (Rupees Five Hundred only)
4.	EMD	Rs. 25000/- (Rupees Twenty Five Thousand only)
5.	Tender Release Date	29/06/2019
6.	Tender submission Last Date and Time	22/07/2019 upto 02:00 PM
7.	Pre Bid Meeting	10/07/2019 at 11:30 AM
8.	Technical Bid Opening Date and Time	24/07/2019 at 03:00 PM
9.	Financial Bid Opening Date & Time	Will be informed later
10.	Procedure to Submit the Bid (Tender Document)	Tender to be submitted on Two Bids (Technical Bid) (Financial Bid) . A free view of NIT available on institute website www.iiml.ac.in and Complete Tender Document is available to download
11.	Mobilization Period	Within 40 Days

Note : This tender document contains 13 pages and bidders are requested to sign on all the pages and upload the same with technical bid.

Administrative Officer



भारतीय प्रबंध संस्थान, लखनऊ

INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW

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INTRODUCTION:

Indian Institute of Management Lucknow invites 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, and Staff along with families on campus. This cafeteria will serve breakfast, lunch & dinner and also host multiple get-together and parties for IIM LUCKNOW's community members, alumni and senior executives from the industry. It should be able to be a signature restaurant representing rich culinary culture of Lucknow, the city of Nawabs.

The bidders have to submit tender fee (non- refundable) of Rupees 500/- (Rupees Five Hundred only) and an EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) by way of a Demand Draft/Banker's cheque (in favor of **IIM Lucknow** and Payable at Lucknow) in Sealed envelope to the address mentioned below:

To,

THE OFFICER ON SPECIAL DUTY (OSD)
Indian Institute of Management Lucknow
Prabandh Nagar, IIM Road,
Lucknow – 226013 (UP)

A. GENERAL TERMS AND CONDITIONS:

- I. Please read terms and conditions carefully before filling up the document. Incomplete tender document will be rejected.
- II. All pages of the tender document 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.
- III. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No bidder shall submit more than one tender form.
- IV. 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.
- V. The institute reserves the right to change any condition of the tender before opening of the bids. The institute reserves the right to reject any or all the tenders without assigning any reason.
- VI. A pre-bid Meeting is scheduled on 10/07/2019 for seek clarifications, if any.

B. THE BIDDER MUST HAVE FOLLOWING ELIGIBILITY CRITERIA:-

- I. GST registration number etc. *Attach a scanned copy of certificate*
- II. The bidder should have minimum 05 [Five] years experience as on date 31st March 2019 in the relevant area for providing Catering services and running the cafeteria. *Attach a scanned copy of experience certificates as on date 31st March 2019.*
- III. Out of 05 [Five] years experience, the bidder should have minimum two year experience as on date 31st March 2019 for providing breakfast, lunch and dinner and also multiple get-togethers and parties in any Govt. Offices, Institute of repute/University/reputed organization. *Attach a scanned copy of experience certificates.*
- IV. Bidder must be located in Lucknow, *Attach a scanned copy of proof.*
- V. 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.*
- VI. The Bidder must enclose scanned copy (self-attested) of all the Tender's *Annexure-I, Annexure-II, Annexure-III, Annexure-IV, and Annexure-V.*
- VII. FSSAI License, (shall be available within one month after award of work)
- VIII. **In first stage:-** Bidders has to qualify minimum marks i.e 20 (Twenty) in Technical evaluation to become technically successful bidders. **In second stage:-** Presentation will be held of technically successful bidders. Bidders has to qualify minimum marks 15 (Fifteen) in Presentation. Financial bids will be opened of those bidders who score minimum 35 (Thirty Five) Technical Evaluation + Presentation Marks. **In thirds stage:-** L-1 bidders will be decided from those bidders, who quoted lowest rate as per Annexure "II" format of the Institute. In case, two or more firm is getting same total marks, in that situation firm having highest experience in any Govt. Offices, Govt. Institute of repute/ Govt. University will be treated as a successful bidder..

C. CRITERION FOR EVALUATION OF TENDERS:-

- I. IIM Lucknow shall 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.
- II. Merely becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that she/he is successful in the bidding process. The successful bidder [L-1] shall be decided only after following due procedure as decided by the Institute.
- III. 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 and Fire License within one month after receipt of award of contract/Letter of intent.

D. EXECUTION OF AGREEMENT AND PAYMENT OF SECURITY DEPOSIT

- I. Hereinafter the successful tenderer/bidder will be known as contractor
- II. 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 only after three months on the expiry of termination of the contract subject to clearance of all dues by the contractor.
- III. 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 will be cancelled
- IV. In case the contractor fails to deposit the security amount and execute necessary agreement within 15 days from the date of receipt of acceptance of tender, the earnest money deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only) shall be forfeited and the tender will be held as non-responsive.

E. SPECIAL TERMS AND CONDITIONS:

1. IIM Lucknow will offer space measuring approx. 2100sq.ft (approx.) for setting up a Cafeteria in Shopping Complex within the campus situated at Prabandh Nagar, Lucknow.
2. The cafeteria service shall be provided from 08.30 hours to 22.00 hours on all working days. However, special timings will be permitted with prior approval of the Competent Authority of IIM Lucknow.
3. IIM Lucknow will not bear any type of expenditure for the setting up of stall /infrastructure. This is sole responsibility of the contractor.
4. The contractor shall have to pay facility charges for utilization of cafeteria at IIM Lucknow as per institute norms.
5. The contractor has to submit refundable security deposit of Rs. 4000/- (Rupees four Thousand only) towards installation of Electrical sub-meter and required to pay the electricity charges on actual basis, alongwith pro-rata fixed charges. This shall be paid on or before 5th of every month on monthly meter reading basis separately by the contractor.
6. The contractor shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages generated from the cafeteria operations.
7. 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.
8. 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.
9. The contractor shall not engage any minor, at any time, to carry out the work under the contract.
10. 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.

11. The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of IIM Lucknow.
12. The contractor shall ensure that his staff shall have proper shave and clipped nails 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.
13. The contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
14. 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.
15. The contractor's crew shall not be allowed to use any service area situated outside the cafeteria.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
- 21. The period of contract is for one year from the date of award of contract for cafeteria premises. However, the contract could be renewed further for two**

terms of one year each solely at the discretion of IIM Lucknow authority on mutually agreed terms and conditions.

22. 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.
23. 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.

F. ITEMS TO BE SOLD

1. The food items containing 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/Menu to be supplied (Along with Price) is available at ANNEXURE - I.
4. The item details and rate of selling should be displayed on Notice Board Properly in bold and visible manner.
5. Offered rates by bidders will be decided by the Estate Department Under supervision of OSD/competent authority.

G. 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 hour 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

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TECHNICAL BID

ANNEXRE-I

Sr.No	Description	To be filled by the bidder	Page no.
1	Name of the Firm /Company		
2	Complete Office Address of Firm/Company:- (with contact number & email ID)		
3.	Name and address of the authorized signatory / Contact person for this tender		
4	GST Registration No		
5	Details of Tender Cost of Rs. 500/- (Rupees Five Hundred only)		
6	Details of EMD Deposit		
7	LIST OF CLIENTS		
8	Minimum Offering discount in % [percentage in words) on Maximum Retail Price (MRP)on all branded items		

Note: All Applicable Licenses must obtain within one month after receipt of award of contract.

Self-attested copy as proof of the above must be attached to qualify. Original papers should be provided for verification purpose.

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:



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COMMERCIAL BID

ANNEXRE-II

1. Name of the Agency :
2. Address of the Agency:
3. Name of the Person :
4. Phone No :.....(Mob).....

List of items/Menu to be supplied (Along with the price):-

Sr. No.	Item	Material per unit gm/ml	Proposed Rate Rate (in Rs.)	Offered Rate (in Rs.) by the bidder
1	Tea regular (one cup)	100 ml	8	
2	Lemon Tea	100 ml	10	
3	Green Tea (Tea Bag)	100 ml	15	
4	Cornflakes/chocos with Milk	180 ml	30	
5	Bournvita/Boost/Horlicks Milk	180 ml	30	
6	Lassi (Sweet)	200 ml.	20	
7	Lassi (salted)	200 ml.	10	
8	Nimbu Paani	200 ml.	10	
9	Fruit Chat 1 Plate	Seasonal fruits, minimum of 3 fruits	20	
10	Green Salad 1 Plate	minimum of 4 items	20	
11	Maggi	Standard	25	
12	Egg Maggi/Cheese Maggi	Standard	35	
13	Bread Omlette (2 egg + 2 slice)	Standard	25	
14	Egg Bhurji (2 egg) with 2 slice bread	Standard	30	
15	Bread Pakoda -Single	80 gm	15	
16	Hara Bhara Kebab with chutney/sauce/ketchup — 4 Pcs	80 gm (weight excluding chutney)	30	
17	Palak Pakoda with chutney/sauce/ketchup — 6 Pcs	80 gm (weight excluding chutney)	25	
18	Veg Cutlet with chutney/sauce/ketchup — 2 Pcs	80 gm (weight excluding chutney)	25	
19	Veg Puff— 1 Pc	80 gm	20	
20	Egg Puff— 1 Pc	80 gm	25	
21	Dahi Vada - 2 Pc	120 gm	30	
22	Fruit Custard (1 Plate)	50 gm	20	
23	Grilled Cheese Sandwich	2 Pcs.	40	
24	Veg. Sandwich (White Bread)	2 Pcs.	25	
25	Veg. Sandwich(Brown Bread)	2 Pcs.	30	
26	Cheese Sandwich(White Bread)	2 Pcs.	30	
27	Cheese Sandwich(Brown Bread)	2 Pcs.	35	
28	Milk Shake (Banana/Mango)	200 ml.	30	

29	Fresh Juice (Mix/Mausmi)	200 ml.	25	
30	Orange Juice	200 ml.	30	
31	Mosambi Juice	200 ml.	30	
32	Seasonal Fruit Juice	200 ml.	30	
33	Carrot Juice	200 ml.	20	
34	Cold Coffee	200 ml.	30	
35	Banana Milk Shake	200 ml.	30	
36	Mango Milk Shake	200 ml.	45	
37	Chocolate Milk Shake	200 ml.	40	
38	Samosa -Single	50 gm	10	
39	Sabudana Wada (2 Pcs) with suitable chutney/diluted curd	80 gm	25	
40	Stuffed Paratha (Aloo) with curd and pickle (2 No.)	120 gm with stuffing 50 gm curd	30	
41	Stuffed Paratha (Paneer) with curd and pickle (2 No.)	120 gm with stuffing 50 gm curd	40	
42	Stuffed Paratha (Methi) with curd and pickle (2 No.)	120 gm with stuffing 50 gm curd	52	
43	Stuffed Paratha (Gobhi) with curd and pickle (2 No.)	120 gm with stuffing 50 gm curd	30	
44	PavBhaji (2 pav) with chopped onion, lemon slice, butter	100 gm bhaji	35	
45	Chhole Bhatura — 2 Pcs Bhatura	Each pcs. 40 gm	40	
46	Dhokla — 4 Pcs with suitable dip	30 gm each	30	
47	2 pcs. Idli Sambar with chutney/ Sambar Vada	Idli weight 40 gm each	30	
48	Masala Dosa with Sambhar and chutneyl plate	120 gm with stuffing	60	
49	Plain Dosa with Sarnbhar and chutney 1 plate	standard	50	
50	Uttapam with Sambhar and chutney	100 gm	30	
51	Veg Thali [Vegetable 2 (1 dry & 1 wet), Daal, Raita/Curd, Rice, 2 Chapati or 4puri, Salad and Papad, pickle and sweet]	Rice 75 gm, chapatti 40 gm each, daal 35 gm, standard	50	
52	Non-Veg Thali (Egg Curry/Chicken Curry -2 Pc, 1 vegetable, dal Raita/Curd, Rice, 2 Chapati, Salad and Papad, pickle and sweet)	Chicken Pc 40-45 gm each, Rice 75 gm, chapatti 40 gm each, daal 35 gm, standard	80	
53	Veg Biryani with Raita	250 gm	50	
54	Egg Biryani/Chicken Biryani with Raita	250 gm	60	
55	Veg Pulav with Raita	250 gm	50	
56	Mushroom/Tawa/Paneer Pulav with Raita		60	
57	Chicken Masala (2 Pcs) with 2 Chapati/	Chicken Pc 40-45 gm each	80	
58	Egg Masala (2 Pcs) with 2 Chapatti, Rice	Egg, Rice 75 gm or chapatti 40 gm each	50	

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 amount Rs.50,000/- will be forfeited.

Date
Place

Full Name, Signature & seal of the
Authorized Person

TECHNO EVALUATION SCHEME

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 Firm
1	Total No. of years of experience. The bidder should have minimum 05 (Five) years' experience as on date 31st March 2019 in the relevant area for providing catering services and running the cafeteria.	Five marks for five years of experience and two marks for each additional year subject to maximum of 20 marks.	20	5	
2	The bidder should have one contract of minimum two years for providing breakfast, lunch and dinner and multiple get-togethers and parties in any Govt. Offices, institute of repute/University/ reputed organization.	Five marks for one contract of two years. One mark for each additional year subject to a maximum of 10 marks.	10	5	
3	Performance of works (Quality) based on report/assessment as per grading given in anyone Govt. contract in last five year i.e 2013-14, 2014-15, 2015-16, 2016-17, 2017-18. (i) Excellent – 20 Marks (ii) Very Good – 15 Marks (iii) Good – 10 Marks (iv) Satisfactory/Fair – 5 Marks	Maximum (highest) point of any one contract in last five year :- 2013-14, 2014-15, 2015-16, 2016-17, 2017-18 Maximum – 20 Marks Minimum – 5 Marks	20	5	
4	Minimum Offering discount in % [percentage in words] on Maximum Retail Price (MRP) on all branded items	Five marks for five (%) percentage discount on MRP on all branded items. One mark for each additional % of discount subject to a maximum of 25 marks	25	5	
5	Presentation Factor:- Cafeteria starting and Managing shall be strategy.	.	25	15	
6	Total		100	35	

NOTE:- Please fill your accurate marks accordingly the descriptive parameters and according to the Marking Scheme.

In first stage:- Bidders has to qualify minimum marks i.e 20 (Twenty) in Technical evaluation to become technically successful bidders. **In second stage:-** Presentation will be held of technically successful bidders. Bidders has to qualify minimum marks 15 (Fifteen) in Presentation. Financial bids will be opened of those bidders who score minimum 35 (Thirty-Five) Technical Evaluation + Presentation Marks. **In thirds stage:-** L-1 bidders will be decided from those bidders, who score minimum 35 (Thirty-Five) Technical Evaluation + Presentation Marks and also quoted lowest rate as per Annexure "II" format of the Institute. In case, two or more firm is getting same total marks, in that situation firm having highest experience in any Govt. Offices, Govt. Institute of repute/ Govt. University will be treated as a successful bidder..

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 amount Rs. 50,000/- will be forfeited.

Date
Place

Full Name, Signature & seal of the
Authorized Person



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ANNEXRE-IV

UNDERTAKING BY THE TENDERER

I/We have carefully gone through various terms and conditions listed above for providing of cafeteria services at IIM Lucknow campus. I/We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking. I/We are not involved/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. If found that I/We (Bidder) are directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

Date:	Signature of the Tenderer Name:
Place:	Designation: Office Seal:



ANNEXRE-V

UNDERTAKING BY THE TENDERER (Acceptance)

I/We have carefully gone through various terms and conditions listed above 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. I/We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Date:	Signature of the Tenderer Name:
Place:	Designation: Office Seal:

**CAFETERIA SERVICE TENDER AGREEMENT BETWEEN THE CAFETERIA SERVICES
CONTRACTOR AND INDIAN INSTITUTE OF MANGEMENT LUCKNOW**

Agreement executed on ___th day of 2019 between _____(hereinafter called the contractor) and the Director, INDIAN INSTITUTE OF MANGEMENT LUCKNOW (hereinafter called IIML)

Whereas the contractor had tendered for the Cafeteria Services for students and staff of IIM Lucknow as per tender notification No. _____ dated _____ which tender notification shall form part of this Agreement as if incorporated herein.

Whereas IIM Lucknow has been pleased to accept the offer subject to the conditions stipulated in the work order No. _____ dated _____, whereas the contractor has as security for the due fulfillment of his obligations under this deed deposited Rs.50,000/- (Rupees fifty thousand only) on _____.

NOW THESE PRESENTS WITNESS AS FOLLOWS:-

1. The IIM Lucknow will offer space measuring ___ sq. ft. x ___ sq.ft. for setting up a Cafeteria within the campus situated at Prabandh Nagar, Lucknow. The cafeteria services shall be provided between 08.30 hours to 18.30 hours
2. IIM Lucknow will not bear the expenditure for the setting up of the stall/infrastructure.
3. The contract period is for one year from _____ to _____.
4. The contractor shall get the prices of all items approved by the IIM Lucknow and no change whatsoever shall be made without the prior written approval of the IIM Lucknow. The contractor has to display the list of beverages and product as mentioned in the quote with approved rate.
5. The contractor shall have to pay the facilitation charges of Rs. _____/— (Rupees _____) per annum. However, on request it can be considered for two installments once in six months. Delay in facilitation charges interest at 14 per cent will be charged on due amounts.
6. The contractor will be required to pay to IIM Lucknow electricity charges on actual basis along with pro-rata fixed charges levied for which sub-meters shall be provided by IIM Lucknow with security deposit of Rs.4000/—. The Electricity Charges will be paid on or before 5th of every month on monthly meter reading basis.
7. The required water will be supplied by IIM Lucknow at free of cost; but the contractor should use the water very sparingly and shall not waste water.
8. IIM Lucknow reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. IIM Lucknow's decision in such a situation shall be final and shall be accepted by the contractor without any objection or resistance. The contract can be terminated by either party after giving three months' notice.
9. The contractor should not transfer the contract of the cafeteria services or sublet the same to anybody which action may be treated as a breach of contract and the contract shall be liable to be terminated without any further notice. All expenses whatsoever for the retendering of the services will be recovered from the contractor.
10. 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 damage found, the charges should be recovered from the contractor.

11. The IIM Lucknow reserves the right to impose a penalty (to be decided by IIML authorities) on the contractor for any serious lapse in maintaining the quality, hygiene and the services will fully or otherwise by the contractor or his staff or for any adulteration.

12. The security deposit which shall remain with the institute during the continuance of the contract and it shall be released only after three months on expiry or termination of the contract subject to clearance of all dues by the contractor. No interest shall be paid on the security deposit.

13. If the IIM Lucknow 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 hour 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.

14. Waste and garbage disposal must be done twice a day on regular basis. And should keep the premises clean and hygiene all the time.

15. 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 terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at the area in which the Lucknow Centre 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.

Further this office letter No. _____ dated _____ issued to the contractor will also form part of this agreement. Signed on this day ____ to, _____ 2019

IIM Lucknow

Witness:
(1)

(2)

CONTRACTOR
Seal of the contractor

(1)

(2)