



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

**Diamond Harbour Road, Joka,
Kolkata - 700104**

TENDER DOCUMENT

TENDER REFERENCE NO

IIMC/RC/82/III/2022-23

DATE : 25 JANUARY 2023

FOR

**EMPANELMENT OF VENDOR(S) FOR PROVIDING
FOOD AND BEVERAGES AT INDIAN INSTITUTE OF
MANAGEMENT CALCUTTA AT L-1 RATE FOR A
PERIOD OF TWO YEARS**

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
Diamond Harbour Road, Joka,
Kolkata - 700104

TENDER REFERENCE NO : IIMC/RC/82/III/2022-23
DATE : 25 JANUARY 2023

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF VENDOR(S) FOR PROVIDING FOOD AND BEVERAGES AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA AT L-1 RATE FOR A PERIOD OF TWO YEARS

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"), OFFLINE bids are invited from the bidders for "**EMPANELMENT OF VENDOR(S) FOR PROVIDING FOOD AND BEVERAGES AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA AT L-1 (LOWEST ONE) RATE FOR A PERIOD OF TWO (02) YEARS**".
2. **Availability of the Tender Document.** The Tender Document will be published on the Central Public Procurement Portal (CPPP e-Publishing) (<https://eprocure.gov.in/epublish/app>) and in the Website of Indian Institute of Management Calcutta (<https://www.iimcal.ac.in/tenders>). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in tender documents. It shall also be available with *Purchase Department, Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal - 700104.*
3. This RFP is to be submitted for Technical Bid and Commercial Bid duly signed & stamped on every page by the vendor as token of acceptance of terms and conditions mentioned in the RFP.
4. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-
 - (a) **Bids/queries to be addressed to.** Senior Administrative Officer (Purchase), Indian Institute of Management Calcutta.
 - (b) **Name/designation of the contact personnel.** Senior Administrative Officer Purchase, Indian Institute of Management Calcutta
 - (c) **Telephone numbers of the contact personnel.** +91-33-7121 1000 Extn 1070/1061/ 1062 and +91-33-7121 1070, +91-33-7121 1061 and +91-33-7121 1062 (Direct)
 - (d) **E-mail id.** sao_purchase@iimcal.ac.in
5. This RFP is divided into five parts as follows:
 - (a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **Part II** - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) **Part III** - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) **Part IV** - Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) **Part V** - Contains Evaluation Criteria and Format for Price Bids.

- (a) Appendix 'A' – Schedule of Requirement/ Scope of Work.
- (b) Appendix 'B' – Bidder's Information.
- (c) Appendix 'C' – Terms and Conditions Compliance Certificate.
- (d) Appendix 'D' – Bank Guarantee Format.
- (e) Appendix 'E' – No Claim Certificate.
- (f) Appendix 'F' – Technical Specification and Vendor Eligibility Criteria.
- (g) Appendix 'G' – Bid Security Declaration Certificate.
- (h) Appendix 'H' – Price Bid Format.

7. Nominal/ merely typographic error may be overlooked or to be dealt as per the discretion of PROCURING ENTITY.

8. This RFP is being issued with no financial commitment and the BUYER reserves the right to change or vary any part thereof at any stage. The BUYER also reserves the right to withdraw the RFP AND REJECT ANY TENDER, should it become necessary at any stage.

9. Please return this letter along with the complete RFP duly signed as attached.

Yours faithfully,
Sd/-x-x-x-x-x-x-x
(Zulfquar Hasan)
Senior Administrative Officer (Purchase)

10. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the RFP and contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date : 2023

Signature of Bidder

Name in BLOCK CAPITAL Letters
(Capacity i.e. Proprietor/ Partner
With Stamp)

PART I - GENERAL INFORMATION

1. **Last Date and Time for Submission of Bids.** *14 February 2023 at 0930 hours.*
2. **Manner of Submission of Bid.** The tender documents shall be submitted in OFFLINE MODE in the prescribed format given in this Tender Document in Tender Box, located at Administrative Building of IIMC in a sealed cover. No other mode of submission is acceptable. Eligibility/ Technical details along with Financial Details (Price Bid Format) be deposited altogether in a Single Envelope.
3. **Schedule of Bids Opening.** *14 February 2023 at 1000 hrs. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the BUYER).*
4. **Location of the Tender Box.** Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata - 700104.
5. **Bidding System.** "Single Stage Single Envelop System" has been adopted, where eligibility/ technical details will be submitted along with financial details (Price Bid Format).
6. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. No bid shall be modified after the expiry of deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
7. **Rejection of Bids.** Conditional bids will be rejected.
8. **Validity of Bids.** The Bids should remain valid till **SEVENTY FIVE (75) DAYS** from the last date of submission of the Bids.
9. **Earnest Money Deposit (EMD)/ Bid Security.** Bidders are required to furnish BID SECURITY DECLARATION CERTIFICATE (as per Appendix 'G').
10. **Performance Security Deposit.** To ensure due performance of the contract, Performance Bank Guarantee (hereinafter called as PBG) is to be deposited by the successful bidder after awarding of the contract in the form of Insurance Surety Bond, an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business. PBG will be for an amount of **THREE PERCENT (3%)** of the value of the contract as specified in the bid document and it will be refundable without interest after successful completion of the contract and no liabilities from the Service Provider or its employees. In case of any complaint, the PBG shall be discharged only after adjusting all dues, liabilities of the worker etc. PBG should be remain valid for a period of **SIXTY (60) DAYS** beyond completion of all contractual obligations including warranty obligations (if any). In case of any change of constitution of the Service Provider, the rights of *IIM Calcutta* should not suffer. It should be clearly understood that the difference between the Performance Security deposit and the EMD will be deposited by the Service Provider/Bidder. Performance Security Deposit will be released by IIMC after completion of the contract and it will be forfeited (partly/fully as decided by the Competent Authority of IIMC) in case ESI, EPF or any other statutory compliance is not made depending upon the cause. Proforma of Performance Bank Guarantee is enclosed at **Appendix 'D'** to this RFP.
11. The approval or rejection to tenders(s) rests with Competent Authority (CA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.
12. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.
13. **Other than the terms and conditions mentioned in this RFP (Tender Document), the Rules and Provisions of "General Financial Regulations 2017 and Manual for Procurement of Goods Updated in June 2022 (amended from time to time)" will be applicable.**

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements/ Scope of Work.** Attached as **Appendix 'A'** to this RFP.

2. **Eligibility Criteria.** The BIDDER shall fulfil the following criteria for submission of Bid:-

Ser No	Description of Criteria	Documentary Evidence Required as Proof
(a)	The BIDDER should have valid PAN Card	Copy of PAN Card
(b)	The BIDDER should have valid GST Certificate.	Copy of GST Certificate OR Copy of Trade License along with Self Certified Copy of GST Exemption
(c)	The BIDDER should have valid FSSAI Certificate	Copy of FSSAI Certificate
(d)	The BIDDER should be located within the Kolkata Suburban OR have a Branch Office/ Operational Office in Kolkata Suburban Area	Copies of enlistment certificate issued by Kolkata Municipal Corporation OR issued by concerned Municipal Corporation Office
(e)	The BIDDER should be a profit making Company	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable) should be attached

3. **Terms and Conditions of Empanelment:-**

(a) The successful bidder(s) shall be responsible for full execution of the contract and **shall not in any case assign or sublet ordered items or part thereof to any other party.** Failure to do so will attract cancellation of the Empanelment Order.

(b) All works/ services related to this tender should be completed to entire satisfaction of the IIM Calcutta, failing which the **IIM Calcutta will have right to cancel the Empanelment Order** and no payment will be made in that case.

(c) Any defect/discrepancies found in the work/ services carried out by the successful bidder(s) will have to be **rectified free-of-cost** by the Successful Bidder(s).

(d) All precautionary/safety measures while executing the job related to this tender, as necessary should be adopted by the BIDDER(s) to avoid any miss happening and loss. IIMC will not be responsible for any miss happening/ loss caused due to negligence of BIDDER(s).

(e) Each page of the quotation is to be signed by the tenderer and duly stamped.

(f) All disputes arising out of this contract shall be referred either sole arbitrator of the Director, IIMC or referred for the sole arbitration of the Director, IIMC. The venue of arbitration shall be in Kolkata only.

(g) IIM Calcutta reserves the right to reject any or all tender(s) without assigning any reason. The decision of IIM Calcutta in this regard shall be final. No enquiries in this regard shall be entertained. Correspondence during tendering process may invite disqualification.

(h) The rate should be comprehensive one inclusive of supply of material, labour charges, hire charges of tools & tackles to execute the total Scope of Work as mentioned in Paragraph 1 above OR as per **Appendix 'A'** to this RFP.

(j) A BIDDER(s) who proposes any alteration of the conditions laid down or proposes any other condition of any description whatsoever is/are liable for rejection.

(k) All corrigendum and addendum shall be the part of the tender document and are to be uploaded duly signed and stamped with tender document as bid annexure. Even if tenderer fails to submit corrigendum and addendum duly signed by him, it will be deemed that the tenderer has gone through

such corrigendum / addendum, if any, and no claim shall be entertained by IIMC on account of any omission / error on his part.

(l) **The period of EMPANELMENT will be for TWO (02) YEARS** from the date of issue of Empanelment Order.

(m) Representative of Successful Bidder(s) shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract.

(n) The decision of Competent Authority, IIM Calcutta in regard to interpretation of the terms and conditions and the agreement shall be final and binding on the Successful Bidder(s).

(o) The scope of work & the terms and conditions of tender shall form the part and basis of the contract and decision of the Institute in reference to all matters of dispute shall be final and binding.

(p) Any violation of these terms and conditions will lead to termination of the contract with the agency, forfeiture of the security amount and de-barring of the Service Provider for future works.

(q) *The BIDDER will ensure that raw material (Dry Rations, Vegetable Items, Fruit Items, Dairy Items, Farm Fresh Products, Frozen Items, Canned Items, Poultry Products, Meat Products, Processed/ Semi Processed Food, Grain Products, Oils and Solid Fats, Species/ Condiments/ Masalas) used for cooking are of good quality, safe for human consumption and conform the standard laid down by Govt of India. BIDDER will also ensure that all the materials used in cooking should conform the ISI/ Agmark/ Food Grade Products and as per FSSAI norms. In case of food poisoning/ contamination, the firm will be held fully responsible and liable to other penal actions under the law.*

(r) *The BIDDER will ensure to maintain proper hygiene and sanitation conditions in the premises.*

(s) *The BIDDER will ensure that deployed personnel are free from any infectious diseases and medically & hygienically fit.*

(t) *The BIDDER shall confirm that; eatables will be served in neat and clean manner.*

(u) *The BIDDER will ensure that, packing material/ wrapping material used to pack any food should be of standard FOOD GRADE items. In case of food poisoning/ contamination due use of inferior grade/ quality of packing/ wrapping material, the firm will be held fully responsible and liable to other penal actions under the law.*

(v) *The BIDDER will ensure that, utensils/ crockery used in cooking/ serving food are of standard FOOD GRADE items. In case of food poisoning/ contamination due use of inferior grade/ quality of packing/ wrapping material, the firm will be held fully responsible and liable to other penal actions under the law.*

(w) *The BIDDER must ensure that cost of Food and Beverages are competitive and reasonable.*

(x) *All orders of Food and Beverages to be collected by the BIDDER from the USER of IIMC well in advance in order to avoid any kind of unwanted situations.*

(y) *All the Food and Beverages to reach the pre-designated place within stipulated time period in consultation with USER of IIMC.*

4. **Additional Conditions for Rate Contract.** This is a Tender Process to enter into "Rate Contract(s)" for the supply of Food and Beverages and the following additional conditions shall be applicable:-

(a) *The "Fall Clause" as described in the Paragraph 11 of Part IV shall be expressly applicable in Rate Contracts.*

(b) *The currency of a Rate Contract would be for **TWO (02) YEARS.***

(c) *IIMC reserves the right to select more than one bidder.*

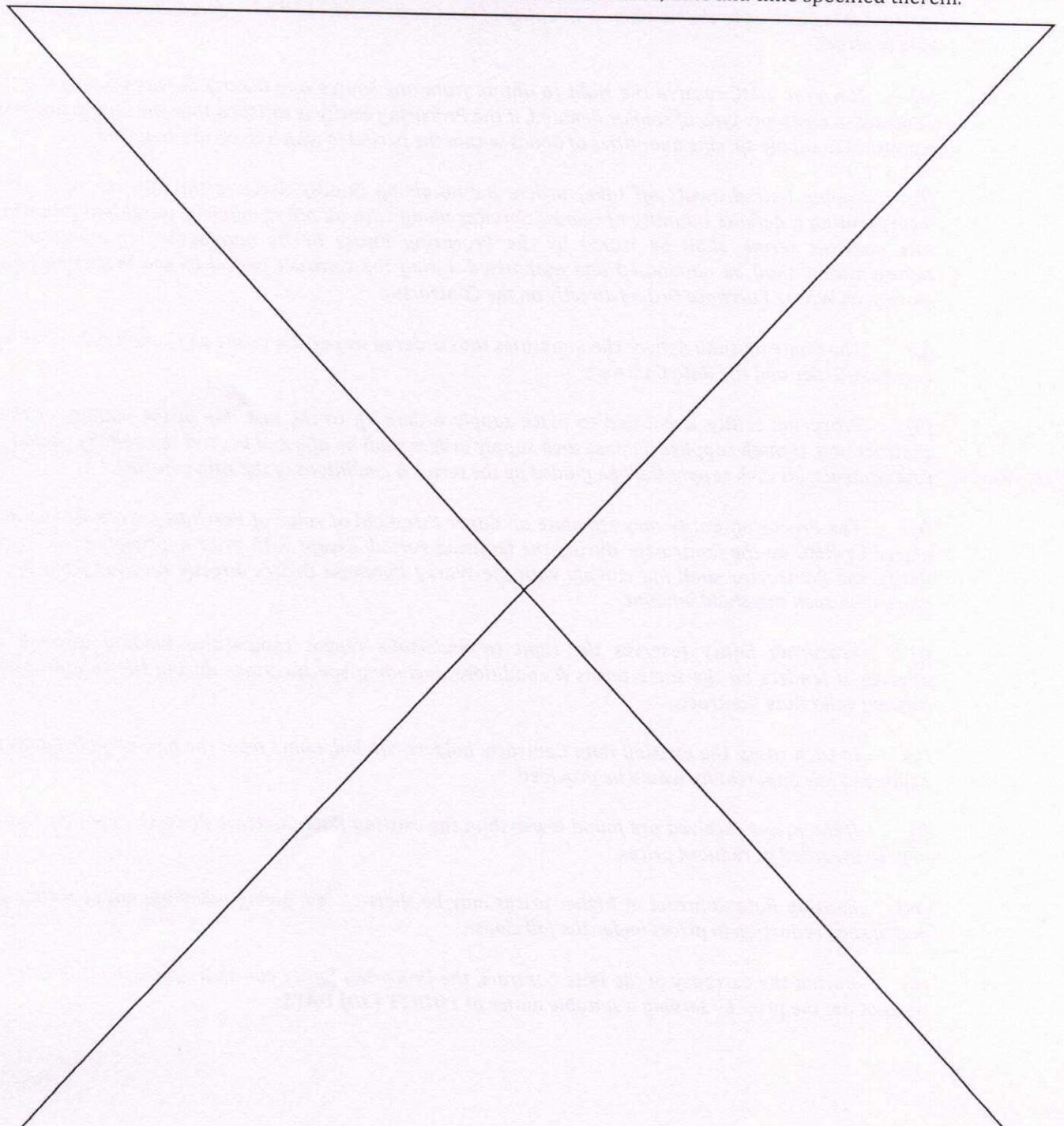
- (i) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 Bidder (Lowest Bidder) alone is capable of supplying and there was no prior decision/declaration in the bidding documents to split the quantities, then the quantity being finally ordered may be distributed among the other bidders by counter offering the L-1 rate in a manner that is fair, transparent and equitable based on objective data available in the bids.
- (ii) In such cases, Procuring Entity reserves the right to split the contract quantity between suppliers. The manner of deciding the relative share of L-1 bidder and the rest of the contractors/bidders should be clearly defined, along with the minimum number of suppliers sought for the contract.
- (iii) The lowest rate accepted will be counter offered to the L-2 Bidder. On acceptance of the counter offer, the order will be placed on L-2.
- (iv) In case of non-acceptance of the counter offer by the L-2 Bidder, a similar offer shall be made to L-3 and L-4 and so on.
- (d) The Rate Contract is only a standing offer from the Contractor. Subject as hereinafter mentioned, no guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract.
- (e) However, IIMC reserve the right to obtain from any source any Goods/ Services referred to in the Contract to meet any type of similar demand, if the Procuring Entity is satisfied that the Contractor is not in a position to supply specific quantities of Goods within the period in which these are required.
- (f) Supply (withdrawal/ off take) orders for obtaining Goods/ Services through the rate contract, incorporating a definite quantity of Goods/ Services along with all other required conditions following the rate contract terms, shall be issued by the Procuring Entity or its nominated representative. Such representative shall be nominated and authorised during the contract period by the Procuring Entity to place such Work/ Purchase Orders directly on the Contractor.
- (g) The Contract shall deliver the quantities thus ordered as per the terms and conditions of the Work/ Purchase Order and the Rate Contract.
- (h) Procuring Entity is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders shall be affected beyond the validity period of the rate contract, all such supply shall be guided by the terms & conditions of the rate contract.
- (i) The Procuring Entity may stipulate an upper threshold of value of Purchase/ Work Orders directly placed by IIMC on the Contractor during the Contract Period. Except with prior approval of the Procuring Entity, the Contractor shall not comply with the Work/ Purchase Orders directly received from the IIMC, more than such threshold amount.
- (j) Procuring Entity reserves the right to undertake repeat competitive bidding through open/ advertised tenders on the same terms & conditions, including specifications during the validity period of existing valid Rate Contracts.
- (k) In such cases, the existing Rate Contracts holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided.
- (l) If the prices received are found lower than the existing Rate Contract Price(s), new Rate Contracts may be awarded at reduced prices.
- (m) Existing Rate Contract at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the fall clause.
- (n) During the currency of the Rate Contract, the Procuring Entity can short-close the rate contract or renegotiate the price by serving a suitable notice of **THIRTY (30) DAYS**.

(o) *In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some exceptional reasons, the existing rate contracts would be extended with identical terms, conditions etc., for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, shall be left out. The period of such extension would generally not be more than **THREE (03) MONTHS IN EACH EXTENSION TILL THE CONCLUSION OF NEW RATE CONTRACT.***

5. **Bidders Information.** Vendors are required to submit essential details in respect of their Firms/ Company/Agency as per **Appendix 'B'** to this RFP.

6. **Delivery Period.** As per the requirement by IIMC.

7. **Pre-bid Conference/ Meeting.** Pre-Bid Conference/ Meeting is **07 February 2023 at 1430 hrs** as stipulated in NIT, prospective bidders interested in participating in this tender should attend a Pre-bid conference to clarify Terms and Conditions of the Tenders at the venue, date and time specified therein.



PART III - STANDARD CONDITIONS OF RFP

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India. Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in *Kolkata* and only courts in *Kolkata* shall have jurisdiction to determine/decide the same.

(a) The Service Provider will be responsible for compliance of all statutory provisions relating to Minimum Wage, Provident Fund and Employee State Insurance etc. in respect of the persons deployed in IIMC.

(b) The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by him to IIMC to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

(c) The Service Provider shall maintain all statutory Registers under the applicable law. The agency shall produce the same on demand to the concerned authority of this secretariat or any other authority under law.

(d) In case the Service Provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof IIMC is put to any loss/obligation, monetary or otherwise, IIMC will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency to the extent of the loss or obligation in monetary terms.

(e) After Award of Contract, if the Service Provider is found to be charging any amount from the employees on its roll in any manner, in that case the contractor shall be liable to the terminated immediately with forfeiture of performance security amount and also the firm will be debarred and recommended to appropriate authority for blacklisting.

3. **Effective Date of Empanelment.** The empanelment will be in effect from the day of issue of Empanelment Order.

4. **Award of Empanelment Order.**

(a) **Period of Empanelment.** The empanelment will be awarded initially for **TWO (02) YEARS** from the date of issuance of Empanelment Order which can be reviewed any time during the period of contract. If the performance is found not satisfactory at any point of time, the Empanelment Order may be terminated before the normal tenure owing to cessation of requirement or deficiency in service or substandard quality of products or malpractices in quantity by the Successful Bidder(s).

(b) **Right of Empanelment.** IIMC reserves the following absolute rights:-

(i) The right to increase or decrease the workload (in terms of number and type of vehicles) during the empanelment period at any point of time. It shall be the responsibility of the Service Provider to comply with the requirement of the Institute, failing which lead to penalty as decided by the committee.

(ii) The right to empanel any number of BIDDER(s) and award Empanelment Order(s).

(iii) The absolute liberty to empanel any number of additional BIDDER(s) [subject to fulfilment of the terms & conditions of this contract and eligibility criteria of BIDDER(s)] at any point of time during the duration of contract.

5. **Performance Evaluation.** The performance of the Service Provider in compliance with the terms and conditions of the tender document will be evaluated by the designated committee of IIMC on completion of every year. The report of the committee will be placed to the Competent Authority of IIMC and the decision of the committee will be communicated to the Service Provider for compliance.
6. **Dispute Resolution.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.
7. **Conciliation and Arbitration.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.
8. **Penalty for use of Undue influence.** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offence by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the BIDDER/ SERVICE PROVIDER and recover from the BIDDER/ SERVICE PROVIDER the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the BIDDER/ SERVICE PROVIDER. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the BIDDER/ SERVICE PROVIDER towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.
9. **Non-Disclosure of Contract Documents.** Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
10. **Termination of Contract.**
- (a) The contract may be terminated by serving one month's notice, in case the Service Provider:-
 - (i) Assigns or sub contracts any of the service(s).
 - (ii) Violation/ contravention of any of the terms and condition mentioned herein like not having a valid license etc.
 - (iii) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.
 - (iv) Any violation of instruction / agreement or suppression of fact.
 - (v) Contractor being declared insolvent by competent court of law.
 - (vi) Found inferior quality OR quantity of products.

(vii) Found any type of malpractice directly/ indirectly involve/ not involve any officials (irrespective of nature and type of employment) of IIMC.

(viii) Misbehaviour with any officials of IIMC including Drivers/ Co-Drivers/ Conductors of IIMC Vehicles.

(b) If Service Provider desires to exit the contract in normal circumstances, a three months' notice, in advance should be produced by the agency.

(c) The delivery of the service (s) is delayed for causes not attributable to Force Majeure for more than ONE (01) HOURS beyond stipulated time and due to causes of Force Majeure for more than TWO (02) HOURS after the schedule time of delivery.

(d) The BIDDER/ SERVICE PROVIDER is declared bankrupt or becomes insolvent.

(e) The BUYER has noticed that the BIDDER has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

(f) As per decision of the Arbitration Tribunal.

(g) The BIDDER fails to provide the desired standard of item(s)/ service(s) even after three written reminders.

(h) If the BIDDER fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.

(j) The BIDDER uses illegal means to influence or bribe the staff dealing with the contractor.

(k) In case of any malpractices regarding substandard quality of POL and discrepancies in quantities found at any stage of time with or without illicit link/ tie up/ connection with any officials of IIMC/ with or without undue influence of any officials of IIMC.

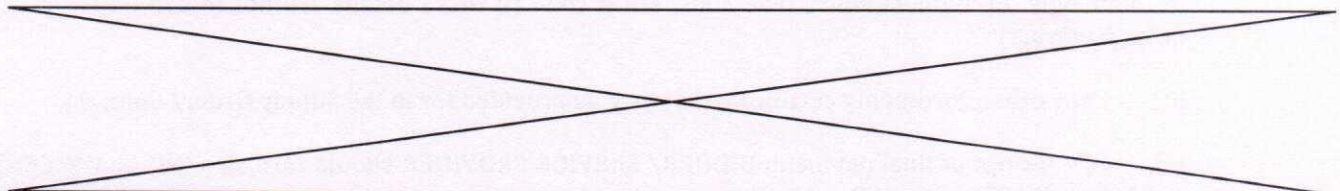
(l) In case of any malpractices regarding POL Delivery Slip and mismatch with counterfoil and final bill found at any stage of time with or without illicit link/ tie up/ connection with any officials of IIMC/ with or without undue influence of any officials of IIMC.

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

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

13. **Amendments.** At any time TWENTY FOUR (24) HOURS prior to the last date for submission of the tenders, IIMC may for any reason, suo-moto or any response to any clarification by prospective bidder, modify the tender documents by amendments (Addenda/Corrigenda etc.). Any such amendments will only be uploaded in CPP Portal (e-Publishing). All the BIDDER(s) shall take cognizance of such amendments. The amendments, if any, shall be binding on the BIDDER.

14. **Taxes and Duties.** As per the latest rules of Government (Central/ State) in vogue. Any change in TAX and DUTIES upward/downward as a result of any statutory variation in excise taking place within contract terms shall be effective as per the directions of Government (Central/ State).



PART IV - SPECIAL CONDITIONS OF RFP

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **Appendix 'C'** to this RFP
2. **Option Clause.** The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional TWENTY FIVE PERCENT (25%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.
3. **Repeat Order Clause.** The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional FIFTY PERCENT (50%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable up to SIX (06) months beyond the completion of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to TWENTY FIVE PERCENT (25%) plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the BIDDER/ SERVICE PROVIDER. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.
5. **Payment Terms.** The Service Provider shall submit the bills at office of concerned Competent Authority for the executed service completed in all respects. The bills will be submitted in the manner and form that may be prescribed by the Competent Authority. Account payee cheque/DD/RTGS for amounts passed in the bill will be issued only after the Service Provider gives stamped receipts for the amount unless the bills are Pre-receipted. Payments will be made only by Account payee cheque/DD/RTGS. The Competent Authority will have the right to recover liquidated damages for delay or slow progress of the work, penalty etc. from the bills submitted for payment. Income Tax and such other Tax applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. The final Settlement of the bills and refund/adjustment/appropriation of any amount retained from the bills of the Service Provider shall be made fully after the Competent Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Service Provider on any account. The successful bidder shall submit necessary bank details for bill payment at the time of entering into contract. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:-
 - (a) It is mandatory to the BIDDER to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by IIMC.
 - (b) Ink signed copy of Service provider's invoice.
 - (c) Details for electronic payment viz Account holder's name Bank name, Branch name address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)
 - (d) Any other document/ certificate that may be provided for in the Supply Order/ Contract.
 - (e) On receipt of final payment, BIDDER/ SERVICE PROVIDER should furnish a 'NO CLAIM CERT' as per **Appendix 'E'** of this RFP.
6. **Advance Payment.** NO Advance payments will be made.

7. **Paying Authority.** The process of bills of successful tender will be made by the IIMC and payment will be made by Accounts Department of IIMC. Bills to be submitted by the vendor within FIFTEEN (15) days of completion of work/supply.

8. **Risk & Expense Clause.** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the BUYER shall after granting the BIDDER/ SERVICE PROVIDER TWO (02) HOURS to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(a) Should the stores thereof not perform in accordance with the specifications / parameters provided by the BIDDER/ SERVICE PROVIDER during the check proof tests to be done in the BUYER's premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(b) In case of a contract breach that was not remedied within TWO (02) HOURS, the BUYER shall, having given the right of first refusal to the BIDDER/ SERVICE PROVIDER be at liberty to purchase or procure from any other source as he thinks fit, other services of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(c) Any excess of the purchase price or value of any goods/ services procured from any other SUPPLIER as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the BIDDER/ SERVICE PROVIDER. 100% recovery will be made from BIDDER/ SERVICE PROVIDER.

9. **Liquidated Damage (LD).** If the SERVICE PROVIDER fails to deliver/ provide any OR all of the Goods/ Services OR fails to perform the incidental Works/ Services within the date and time frame(s) incorporated in the contract (OR within the date and time mutually agreed by both the parties), the Procuring Entity (IIMC) shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed Liquidated Damages, but not as a penalty, a sum equivalent to the HALF PERCENT (½%) (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the TEN PERCENT (10%) (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides LD during such a delay, Denial Clause as mentioned in this Tender Document shall also apply.

10. **Extension of Delivery Period.**

(a) **General.** If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he/she shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, WITH OR WITHOUT LIQUIDATED DAMAGES and WITH AND WITHOUT DENIAL CLAUSE by issuing an amendment to the contract.

(b) **Conditions for Extension of Delivery Period.** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:-

(i) **Liquidated Damages (LD).** The Procuring Entity shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

(ii) **Denial Clause.** No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods/ Services, as are delivered after the said date; and notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date. Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

11. **Fall Clause.** The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for services under the contract by the BIDDER/ SERVICE PROVIDER shall in no event exceed the lowest prices at which the BIDDER/ SERVICE PROVIDER sells the services or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

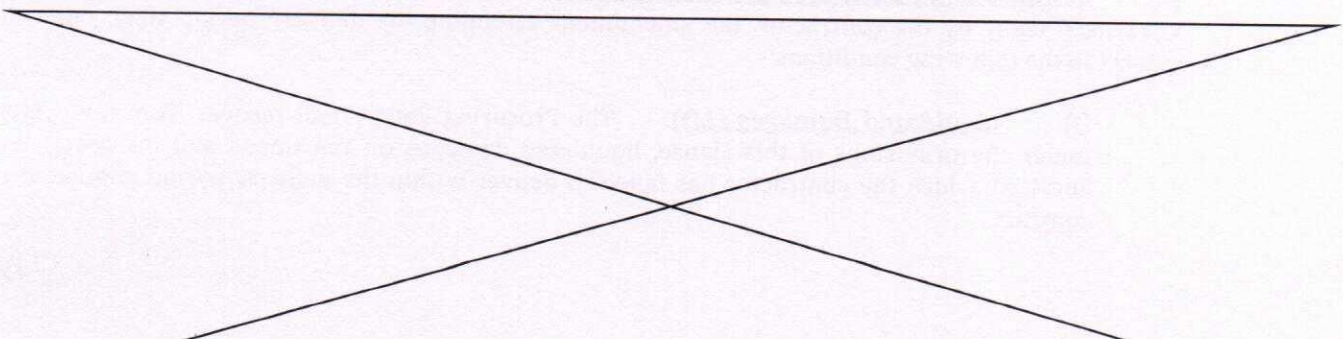
(b) If at any time, during the said period the BIDDER/ SERVICE PROVIDER reduces the price, sells or offer to sell such services to any person/organization including the Contractor, any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

12. **Force Majeure.** Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

13. **Specification.** The BIDDER/ SERVICE PROVIDER guarantees to meet the specifications as per Appendix 'F' to this RFP.

14. **Quality Assurance.** The goods supplied under the contract should conform to the standards, quality and specifications as per the requirement of BUYER. The item should be conforming to the current production standard and having 100% defined life at the time of delivery.

15. **Inspection Authority.** The Inspection will be carried out by the authorised representative of IIMC. The mode of Inspection will be User Inspection by Authorised representative of IIMC.



PART V - EVALUATION CRITERIA

1. **Evaluation Criteria.**

(a) Only those Bids will be considered for evaluations which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(b) The eligible vendors who have technically qualified will only be evaluated in Price Bid on Least Cost Basis. Vendors who agree to accept the L-1 (Lowest quoted rate amongst the bidders) price in respect of each item will be considered for empanelment. Rate will be evaluated on BOTH (Item Wise Cost and Total Cost) parameters. Procuring Entity reserves the right to reach/ decide the L-1 Cost by any method (Item Wise Cost and Total Cost) and for any number of items in whole or in part, whichever will be economical for IIMC.

(c) The Bidders are required to spell out the rates of GST etc. in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. No GST should be included while submission of commercial bids.

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

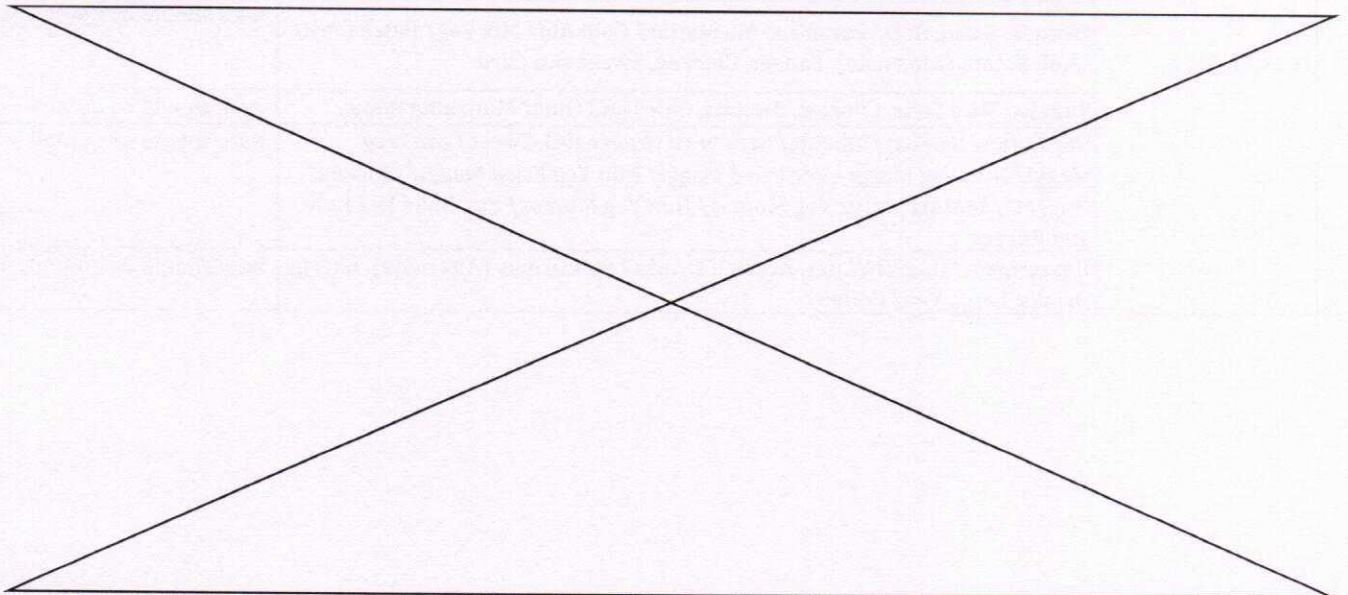
(e) The empanelled vendors will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the BUYER. The BUYER also reserves the right to do Apportionment of Quantity, if it is convinced that vendor is not in a position to supply full quantity in stipulated time.

2. **Price Bid Format.** Bidders are required to fill Price Bid Format as per **Appendix 'H'** to this RFP correctly with full details, sign with firms stamp on all pages of commercial bid.

Note 1: Incompletely filled form will be rejected out rightly.

Note 2: Vendors are requested to carry out calculations in Price Bid Format carefully. The IIMC reserves the right to amend/correct any wrongly calculated totals.

Note 3: **It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid may be rejected or assumed as inability to supply the said goods.**



SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK (SOW)

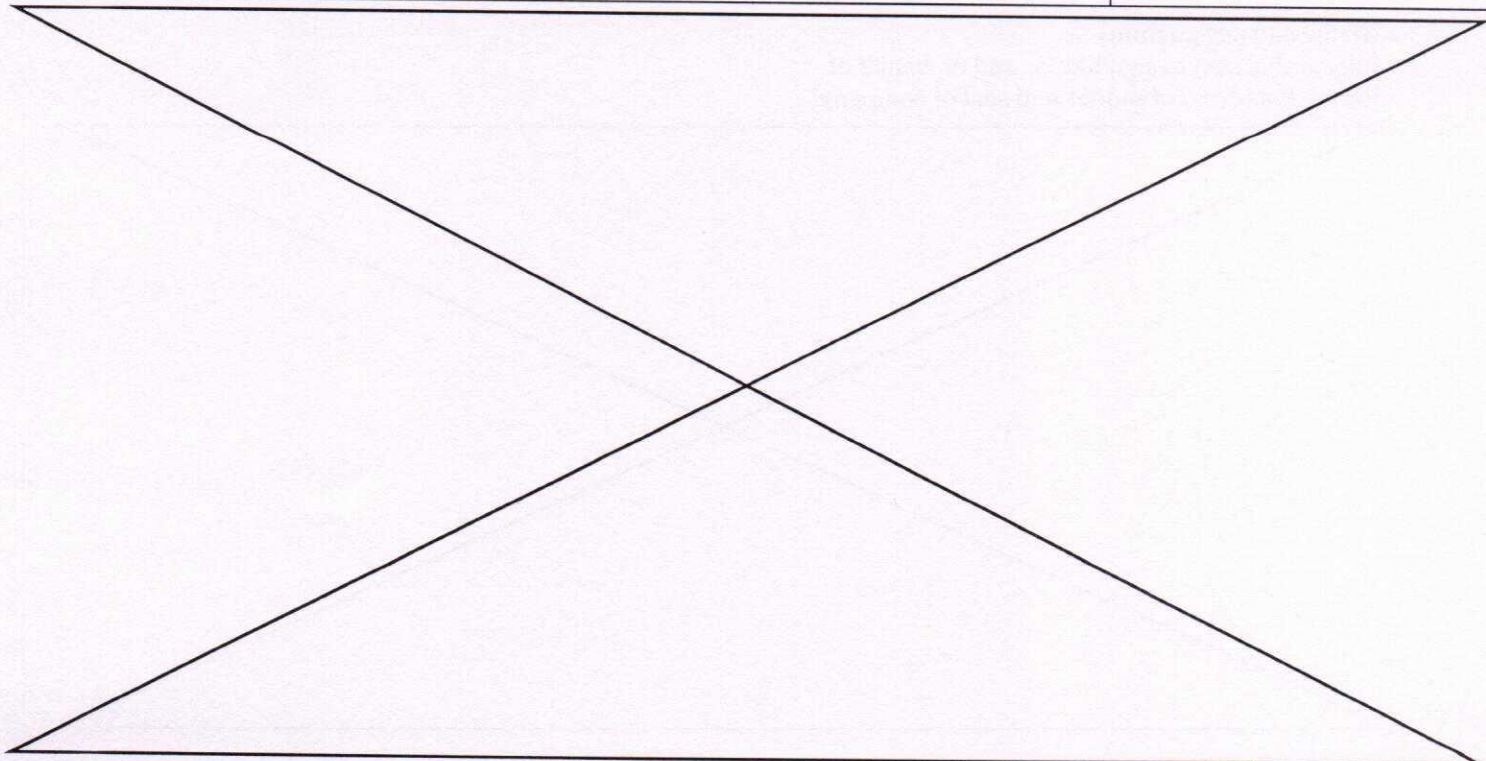
Schedule of Requirements (SOR)/ Scope of Work (SOW). Indian Institute of Management Calcutta intends to register / empanel vendors for supply of Food and Beverages. The SOR/SOW is as under:-

Ser No	Type of Food	Specification/ Description	Remarks
1	Breakfast	Upma/ Vada/ Idly/ Utappam (along with Sambar or Chatni as Required)/ Alu Paratha (Alternate) along with Dahi, Poha/ Sprout (Alternate), Sandwich and Fruit (Banana/ Apple/ Papaya), Sweet	Rate should be quoted as one item
2	Lunch Type A	Salad, Veg Polao/ Veg Fried Rice/ Veg Biryani (Alternate), Dal Fry/ Veg Fry/ Veg Gravy, Sweet	Rate should be quoted as one item
3	Lunch Type B	Salad, Plain Rice/ Fried Rice/ Veg Biryani (Alternate), Atta Roti/ Parantha (Alternate), Dal Fry/ Veg Fry/ Veg Gravy (Alternate), Fish/ Chicken Items (Alternate), Alu Chips, Alu Chop, Papad, Paneer Item, Chatni and Sweet	Rate should be quoted as one item
4	Dinner Type A	Salad, Roti/ Parantha, Alu Mattar/ Gobi Alu/ Mix Veg/ Palak Corn/ Chilli Potato (Alternate), Paneer, Chicken, Sweet and Curd	Rate should be quoted as one item
5	Dinner Type B	Salad, Plain Rice/ Fried Rice/ Veg Biryani (Alternate), Atta Roti/ Parantha (Alternate), Dal Fry/ Veg Fry/ Veg Gravy (Alternate), Fish/ Chicken Items (Alternate), Alu Chips, Alu Chop, Papad, Paneer Item, Chatni and Sweet	Rate should be quoted as one item
6	Snacks A	Slice Cake, Cookies, Biscuits, Chips and Other Munching Items	Rate should be quoted as one item
7	Snacks B	Veg Cutlet/ Samosa/ Dhokla/ Sandwich (Alternate), Sweet Corn, Veg Maggi/ Non Veg Maggi/ Veg Fried Maggi/ Non Veg Fried Maggi/ Chicken Nuggets/ Masala patty/ Veg Momos/ Non Veg Momos/ Egg Roll/ Veg Roll and Burger	Rate should be quoted as one item
8	Beverages and Drinks A	Mineral Water, Aerated Drinks/ Soft Drinks (Alternate), Energy Drinks, Lassi	Rate should be quoted as one item
9	Beverages and Drinks B	Tea/ Coffee 90 ml	Rate should be quoted as one item
10	MEAL TYPE A	Breakfast: Upma/ Vada/ Idly/ Utappam (along with Sambar or Chatni as Required)/ Alu Paratha (Alternate) along with Dahi, Poha/ Sprout (Alternate), Sandwich and Fruit (Banana/ Apple/ Papaya), Sweet	Rate should be quoted as one item
		Lunch: Salad, Veg Polao/ Veg Fried Rice/ Veg Biryani (Alternate), Dal Fry/ Veg Fry/ Veg Gravy, Sweet	Rate should be quoted as one item
		Dinner: Salad, Roti/ Parantha, Alu Mattar/ Gobi Alu/ Mix Veg/ Palak Cork/ Chilli Potato (Alternate), Paneer, Chicken, Sweet and Curd	Rate should be quoted as one item
		Snacks: Slice Cake, Cookies, Biscuits, Chips and Other Munching Items,	Rate should be quoted as one item
		Veg Cutlet/ Samosa/ Dhokla/ Sandwich (Alternate), Sweet Corn, Veg Maggi/ Non Veg Maggi/ Veg Fried Maggi/ Non Veg Fried Maggi/ Chicken Nuggets/ Masala patty/ Veg Momos/ Non Veg Momos/ Egg Roll/ Veg Roll and Burger	Rate should be quoted as one item
		Beverages: Mineral Water, Aerated Drinks/ Soft Drinks (Alternate), Energy Drinks, Lassi, Tea/ Coffee	Rate should be quoted as one item

11	MEAL TYPE B	Breakfast: Upma/ Vada/ Idly/ Uttappam (along with Sambar or Chatni as Required)/ Alu Paratha (Alternate) along with Dahi, Poha/ Sprout (Alternate), Sandwich and Fruit (Banana/ Apple/ Papaya), Sweet	Rate should be quoted as one item
		Lunch: Salad, Plain Rice/ Fried Rice/ Veg Biryani (Alternate), Atta Roti/ Parantha (Alternate)	
		Dal Fry/ Veg Fry/ Veg Gravy (Alternate)	
		Fish/ Chicken Items (Alternate), Alu Chips, Alu Chop, Papad, Paneer Item, Chatni and Sweet	
		Dinner: Salad, Plain Rice/ Fried Rice/ Veg Biryani (Alternate), Atta Roti/ Parantha (Alternate), Dal Fry/ Veg Fry/ Veg Gravy (Alternate), Fish/ Chicken Items (Alternate)	Rate should be quoted as one item
		Alu Chips, Alu Chop, Papad, Paneer Item, Chatni and Sweet	
		Snacks: Slice Cake, Cookies, Biscuits, Chips and Other Munching Items,	Rate should be quoted as one item
		Veg Cutlet/ Samosa/ Dhokla/ Sandwich (Alternate), Sweet Corn, Veg Maggi/ Non Veg Maggi/ Veg Fried Maggi/ Non Veg Fried Maggi/ Chicken Nuggets/ Masala patty/ Veg Momos/ Non Veg Momos/ Egg Roll/ Veg Roll and Burger	Rate should be quoted as one item
Beverages: Mineral Water, Aerated Drinks/ Soft Drinks (Alternate), Energy Drinks, Lassi, Tea/ Coffee	Rate should be quoted as one item		
12		Upma	
13		Upma with Coconut Chatni	
14		Vada	
15		Vada with Dahi Chatni	
16		Uttappam	
17		Uttappam with Dahi Raita	
18		Alu Parantha	
19		Alu Parantha with Dahi Raita	
20		Poha	
21		Sprout	
22		Veg Sandwich	
23		Chicken Sandwich	
24		Plain White Bread (Harvest Gold/ Amul/ Fresho/ Britannia)	
25		Plain Brown Bread (Harvest Gold/ Amul/ Fresho/ Britannia)	
26		Plain Multigrain Bread (Harvest Gold/ Amul/ Fresho/ Britannia)	
27		Indian Salad	
28		Plain Atta Roti	
29		Plain Parantha	
30		Tandoori Roti	
31		Butter Tandoori Roti	
32		Nan Roti	
33		Rumali Roti	
34		Plain Steamed Rice	
35		Plain Steamed Jeera Rice	
36		Veg Pulao	
37		Veg Fried Rice	
38		Veg Biryani	
39		Chicken Fried Rice	
40		Egg Fried Rice	
41		Chicken Biryani	
42		Mutton Biryani	
43		Egg Biryani	
44		Mixed Dal	
45		Chola Dal	
46		Dal Fry	
47		Mixed Veg Fry	
48		Mixed Veg Gravy	
49		Muttor Paneer	
50		Sahi Paneer	
51		Palak Paneer	
52		Paneer Makhni	
53		Alu Muttor	

54	Alu Gobi
55	Alu Dum
56	Palak Corn
57	Chilli Potato
58	Mushroom Baby Corn Schezwan Masala
59	Chicken Curry
60	Chicken Korma
61	Chicken Chilli
62	Chicken Butter with Bone
63	Chicken Butter Boneless
64	Chicken Kadai
65	Chicken Chap
66	Mutton Curry
67	Mutton Rogan Josh
68	Fish Curry
69	Rasogolla
70	Gulab Jamun
71	Sweet Curd
72	Curd
73	Ice Cream Butter Scotch (Baskin Robbins/ London Diary) 80 ml cup
74	Ice Cream Chocolate (Baskin Robbins/ London Diary) 80 ml cup
75	Ice Cream Butter Scotch (Amul / Mother Dairy) 80 ml cup
76	Ice Cream Chocolate (Amul / Mother Dairy) 80 ml cup
77	Handi Kulfi 80 ml
78	Slice Cake
79	Cookies
80	Biscuits All Types
81	Chips
82	Veg Cutlet 2 Pcs
83	Fish Cutlet
84	Samosa Standard Size
85	Samosa Cocktail
86	Dhokla
87	Veg Maggi
88	Egg Maggi
89	Chicken Maggi
90	Fried Veg Maggi
91	Fried Egg Maggi
92	Fried Chicken Maggi
93	Chicken Nuggets 5 Pcs
94	Veg Nuggets 5 Pcs
95	Masala Patties
96	Veg Patties
97	Chicken Patties
98	Paneer Roll
99	Egg Roll
100	Chicken Roll
101	Mutton Roll
102	Veg Momos Steamed with Hot & Sweet Sauce 5 Pcs
103	Chicken Momos Steamed with Hot & Sweet Sauce 5 Pcs
104	Veg Momos Fry with Hot & Sweet Sauce
105	Chicken Momos Fry with Hot & Sweet Sauce
106	Veg Burger
107	Chicken Burger
108	Mineral Water Kinley/Aquafina 500 ml
109	Mineral Water Kinley/Aquafina 200 ml
110	Mineral Water Kinley/Aquafina 1000 ml
111	Aerated/ Carbonated Drinks 250 ml
112	Soft Drinks 250 ml
113	Diet Drinks Can 250 ml
114	Energy Drinks Can 250 ml
115	Lassi Tetra Pack 250 ml
116	Black Tea 90 ml

117		Milk Tea 90 ml	
118		Lemon Tea 90 ml	
119		Green Tea 90 ml	
120		Herbal Tea 90 ml	
121		Black Coffee 90 ml	
122		Milk Coffee 90 ml	
123		Cappuccino 90 ml	
124		Cold Coffee 150 ml	
125		Orange Juice 150 ml	
126		Mango Juice 150 ml	
127		Apple Juice 150 ml	
128		Pomegranate Juice 150 ml	
129		Mixed Fruit Juice 150 ml	
130		Packing Charge of Breakfast	
131		Packing Charge of Lunch Thali Box	
132		Packing Charge of Dinner	
133		Packing Charge of Snacks	
134	CONVOCAATION	LUNCH. Plain Rice, Mug Dal, Chinese Alu Fry, Veg Curry (for Vegeterian)/ Fish Kalia 2 Pcs (for Non Vegeterian), Chatni, Rasogolla (1 Pcs) and Mineral Water (500 ml) (Aquafina/ Kinley)	Rate should be quoted as one item
		DINNER FOR VEGETERIAN Sweet Corn Soup, Garden Fresh Salad, Panipuri (Fuchka), Steamed Rice, Green Peas Kachodi, Dum Pulao, Baby Naan, Boondi Raita Namkeen, Chhola Dal with Cocounut and Kismis, Paneer Makhni, Malai Kofta, Alu Dum, Mixed Veg, Mashroom Babycorn Schezwan Masala, Rumali Roti, Keshwar Hot Jelebi, Dahi Vada, Malai Chop, Hot Gulab Jamun, Butter Scotch/2 in 1 Ice Cream/Chocolate/Mango/ Vanilla/ Kesar Pista, Banarasi Pan, Mineral Water (Aquafina/ Kinley 500 MI), Paper Glases	Rate should be quoted as one item
		DINNER FOR NON VEGETERIAN Chicken Hot & Sour Soup, Garden Fresh Salad, Panipuri (Fuchka), Steamed Rice, Green Peas Kachodi, Baby Naan, Boondi Raita Namkeen, Chhola Dal with Cocounut and Kismis, Alu Dum, Mixed Veg, Alu Dum, Rumali Roti, Mutton Biryani, Chicken Tawa Masala/ Kadai Chicken, Dhakai Fish, Keshwar Hot Jelebi, Dahi Vada, Malai Chop, Hot Gulab Jamun, Butter Scotch/2 in 1 Ice Cream/Chocolate/Mango/Vanilla/ Kesar Pista, Banarasi Pan, Mineral Water (Aquafina/ Kinley 500 MI), Paper Glases	



BIDDER'S INFORMATION FORM WITH CHECK LIST

SL No.	Particulars	Yes/No	Details	Attachments
1	Name of the Service Provider			
2	Registered Address			Enclose Proof
3	Branch/Head Office/Operational Office Address at Kolkata (Mandatory)			Enclose Proof
4	Name of the Authorized Signatory:			Enclose Proof
5	Trade License No (In case of GST Exemption)			Enclose Proof
6	PAN Details			Enclose Proof
7	GST Registration No			Enclose Proof
8	Average Annual Turnover of last three Financial Year			Enclose Proof (Audit Reports)
9	Net profit for last three Financial Year (Audited OR Certified by CA)			Enclose Proof (Audit Reports)
10	ISO Certificate (If Any)			Enclose proof as salary/wage register

Certificate to be Submitted by Bidder. A certificate to be submitted by the bidder on the Letter Head of their Firm/Company as under:-

“This is to certify that _____ is my official mobile number and _____ is my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer”.

(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of
[Name & address of Bidder and seal of company]

TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name and Complete Address _____

Tender Document No. _____; Tender Title: _____

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section/Para	Clause/ Sub-Clause/Sub Para			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

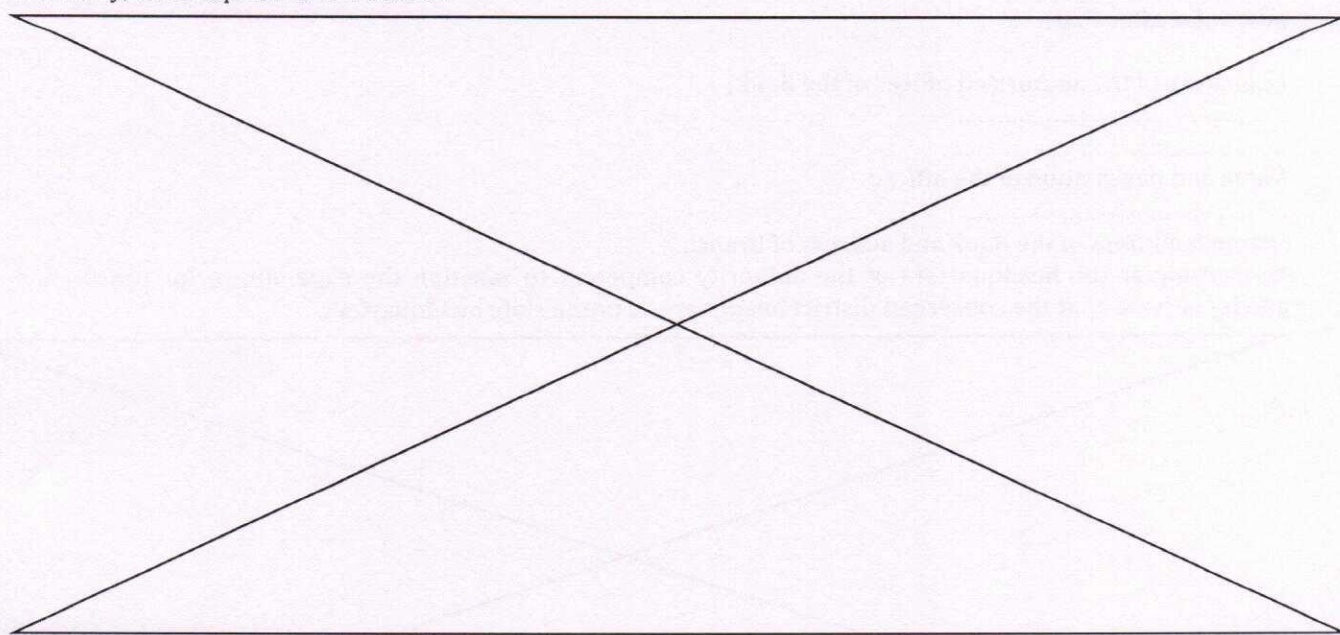
.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....
[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.



BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The Director
Indian Institute of Management Calcutta
Diamond Harbour Road, Joka
Kolkata - 700104, West Bengal

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

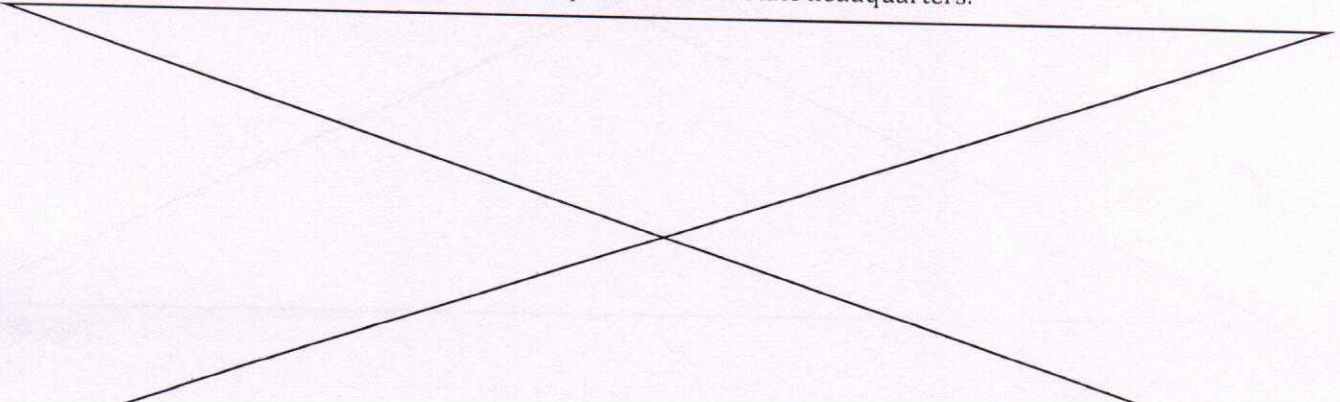
.....
.....

Name and designation of the officer

.....

, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service or at the concerned district headquarters or the state headquarters.



NO CLAIM CERTIFICATE
(On company Letter-head)

Contractor's Name and Complete Address _____

[Address and Contact Details]

Contractor's Reference No. _____ Date.....

To
The Director
Indian Institute of Management Calcutta
DH Road, Joka, Kolkata - 700104

No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees _____ only) as final settlement due to us for the supply of _____ under the above mentioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

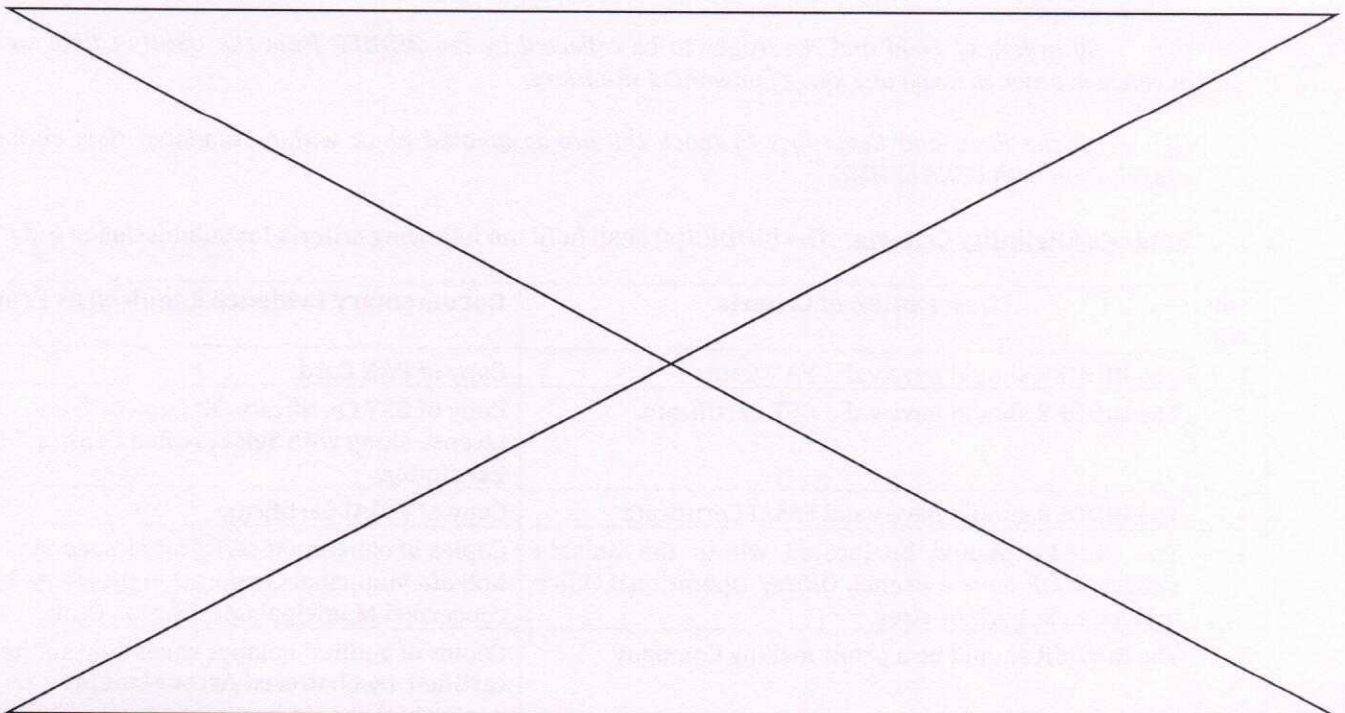
Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents.
on behalf of the contractor

(company Seal)

Date:

Place:



TECHNICAL SPECIFICATION AND BIDDER'S ELIGIBILITY CRITERIA

1. **Technical Specification.** The technical specification of food providing service mentioned below. Successful bidder should maintain the following specification at all time during the validity of empanelment:-

(a) The BIDDER will ensure that raw material (Dry Rations, Vegetable Items, Fruit Items, Dairy Items, Farm Fresh Products, Frozen Items, Canned Items, Poultry Products, Meat Products, Processed/ Semi Processed Food, Grain Products, Oils and Solid Fats, Species/ Condiments/ Masalas) used for cooking are of good quality, safe for human consumption and conform the standard laid down by Govt of India. BIDDER will also ensure that all the materials used in cooking should conform the ISI/ Agmark/ Food Grade Products and as per FSSAI norms. In case of food poisoning/ contamination, the firm will be held fully responsible and liable to other penal actions under the law.

(b) The BIDDER will ensure to maintain proper hygiene and sanitation conditions in the premises.

(c) The BIDDER will ensure that deployed personnel are free from any infectious diseases and medically & hygienically fit.

(d) The BIDDER shall confirm that; eatables will be served in neat and clean manner.

(e) The BIDDER will ensure that, packing material/ wrapping material used to pack any food should be of standard FOOD GRADE items. In case of food poisoning/ contamination due use of inferior grade/ quality of packing/ wrapping material, the firm will be held fully responsible and liable to other penal actions under the law.

(f) The BIDDER will ensure that, utensils/ crockery used in cooking/ serving food are of standard FOOD GRADE items. In case of food poisoning/ contamination due use of inferior grade/ quality of packing/ wrapping material, the firm will be held fully responsible and liable to other penal actions under the law.

(g) The BIDDER must ensure that cost of Food and Beverages are competitive and reasonable.

(h) All orders of Food and Beverages to be collected by the BIDDER from the USER of IIMC well in advance in order to avoid any kind of unwanted situations.

(j) All the Food and Beverages to reach the pre-designated place within stipulated time period in consultation with USER of IIMC.

2. **Bidder's Eligibility Criteria.** The BIDDER(s) shall fulfil the following criteria for submission of Bid:-

Ser No	Description of Criteria	Documentary Evidence Required as Proof
1	The BIDDER should have valid PAN Card	Copy of PAN Card
2	The BIDDER should have valid GST Certificate.	Copy of GST Certificate OR Copy of Trade License along with Self Certified Copy of GST Exemption
3	The BIDDER should have valid FSSAI Certificate	Copy of FSSAI Certificate
4	The BIDDER should be located within the Kolkata Suburban OR have a Branch Office/ Operational Office in Kolkata Suburban Area	Copies of enlistment certificate issued by Kolkata Municipal Corporation OR issued by concerned Municipal Corporation Office
5	The BIDDER should be a profit making Company	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable) should be attached

BID SECURITY DECLARATION CERTIFICATE
(AS PER APPLICABILITY)

To
The Director,
Indian Institute of Management Calcutta Diamond Harbour Road, Joka
Kolkata - 700 104

Reference: Tender Document No. _____ Tender Title: _____

Sir/ Madam

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:-

(a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; OR being notified within the bid validity of the acceptance of our bid by the Procuring Entity.

(b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document (where applicable).

(c) Fail or refuse to sign the contract.

2. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

(a) Receipt by us of your notification.

(b) Of cancellation of the entire tender process or rejection of all bids or

(c) Of the name of the successful bidder or

(d) Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

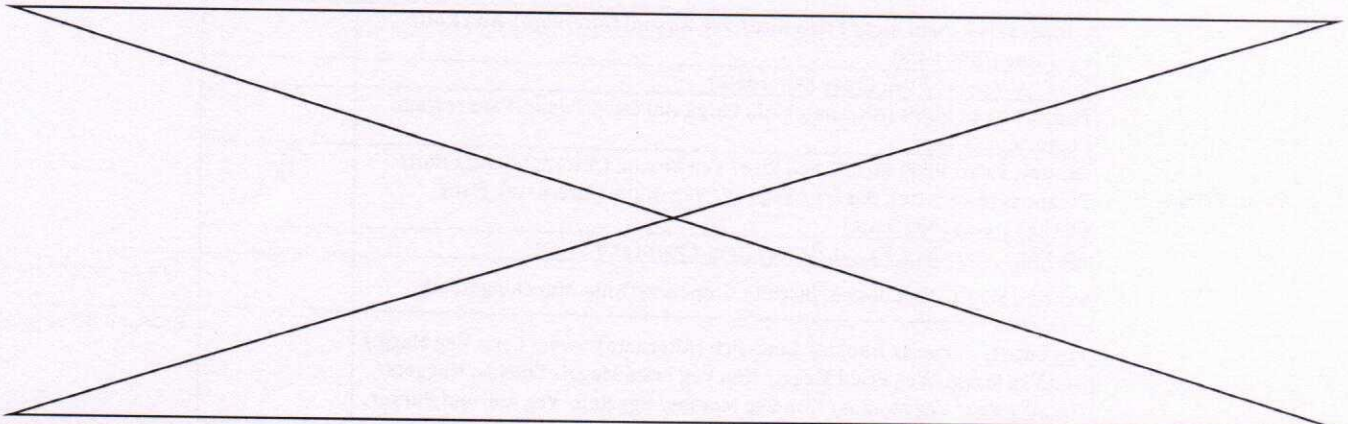
Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place... [insert place of signing]

DATE:.....



PRICE BID FORMAT

Ser No	Type of Food	Specification/ Description	Rate	Remarks
1	Breakfast	Upma/ Vada/ Idly/ Utappam (along with Sambar or Chatni as Required)/ Alu Paratha (Alternate) along with Dahi, Poha/ Sprout (Alternate), Sandwich and Fruit (Banana/ Apple/ Papaya), Sweet		Rate should be quoted as one item
2	Lunch Type A	Salad, Veg Polao/ Veg Fried Rice/ Veg Biryani (Alternate), Dal Fry/ Veg Fry/ Veg Gravy, Sweet		Rate should be quoted as one item
3	Lunch Type B	Salad, Plain Rice/ Fried Rice/ Veg Biryani (Alternate), Atta Roti/ Parantha (Alternate), Dal Fry/ Veg Fry/ Veg Gravy (Alternate), Fish/ Chicken Items (Alternate), Alu Chips, Alu Chop, Papad, Paneer Item, Chatni and Sweet		Rate should be quoted as one item
4	Dinner Type A	Salad, Roti/ Parantha, Alu Mattar/ Gobi Alu/ Mix Veg/ Palak Corn/ Chilli Potato (Alternate), Paneer, Chicken, Sweet and Curd		Rate should be quoted as one item
5	Dinner Type B	Salad, Plain Rice/ Fried Rice/ Veg Biryani (Alternate), Atta Roti/ Parantha (Alternate), Dal Fry/ Veg Fry/ Veg Gravy (Alternate), Fish/ Chicken Items (Alternate), Alu Chips, Alu Chop, Papad, Paneer Item, Chatni and Sweet		Rate should be quoted as one item
6	Snacks A	Slice Cake, Cookies, Biscuits, Chips and Other Munching Items		Rate should be quoted as one item
7	Snacks B	Veg Cutlet/ Samosa/ Dhokla/ Sandwich (Alternate), Sweet Corn, Veg Maggi/ Non Veg Maggi/ Veg Fried Maggi/ Non Veg Fried Maggi/ Chicken Nuggets/ Masala patty/ Veg Momos/ Non Veg Momos/ Egg Roll/ Veg Roll and Burger		Rate should be quoted as one item
8	Beverages and Drinks A	Mineral Water, Aerated Drinks/ Soft Drinks (Alternate), Energy Drinks, Lassi		Rate should be quoted as one item
9	Beverages and Drinks B	Tea/ Coffee 90 ml		Rate should be quoted as one item
10	MEAL TYPE A	Breakfast: Upma/ Vada/ Idly/ Utappam (along with Sambar or Chatni as Required)/ Alu Paratha (Alternate) along with Dahi, Poha/ Sprout (Alternate), Sandwich and Fruit (Banana/ Apple/ Papaya), Sweet		Rate should be quoted as one item
		Lunch: Salad, Veg Polao/ Veg Fried Rice/ Veg Biryani (Alternate), Dal Fry/ Veg Fry/ Veg Gravy, Sweet		Rate should be quoted as one item
		Dinner: Salad, Roti/ Parantha, Alu Mattar/ Gobi Alu/ Mix Veg/ Palak Cork/ Chilli Potato (Alternate), Paneer, Chicken, Sweet and Curd		Rate should be quoted as one item
		Snacks: Slice Cake, Cookies, Biscuits, Chips and Other Munching Items,		Rate should be quoted as one item
		Veg Cutlet/ Samosa/ Dhokla/ Sandwich (Alternate), Sweet Corn, Veg Maggi/ Non Veg Maggi/ Veg Fried Maggi/ Non Veg Fried Maggi/ Chicken Nuggets/ Masala patty/ Veg Momos/ Non Veg Momos/ Egg Roll/ Veg Roll and Burger		Rate should be quoted as one item
		Beverages: Mineral Water, Aerated Drinks/ Soft Drinks (Alternate), Energy Drinks, Lassi, Tea/ Coffee		Rate should be quoted as one item
11	MEAL TYPE B	Breakfast: Upma/ Vada/ Idly/ Utappam (along with Sambar or Chatni as Required)/ Alu Paratha (Alternate) along with Dahi, Poha/ Sprout (Alternate), Sandwich and Fruit (Banana/ Apple/ Papaya), Sweet		Rate should be quoted as one item
		Lunch: Salad, Plain Rice/ Fried Rice/ Veg Biryani (Alternate), Atta Roti/ Parantha (Alternate) Dal Fry/ Veg Fry/ Veg Gravy (Alternate)		
		Fish/ Chicken Items (Alternate), Alu Chips, Alu Chop, Papad, Paneer Item, Chatni and Sweet		
		Dinner: Salad, Plain Rice/ Fried Rice/ Veg Biryani (Alternate), Atta Roti/ Parantha (Alternate), Dal Fry/ Veg Fry/ Veg Gravy (Alternate), Fish/ Chicken Items (Alternate) Alu Chips, Alu Chop, Papad, Paneer Item, Chatni and Sweet		
		Snacks: Slice Cake, Cookies, Biscuits, Chips and Other Munching Items,		Rate should be quoted as one item
		Veg Cutlet/ Samosa/ Dhokla/ Sandwich (Alternate), Sweet Corn, Veg Maggi/ Non Veg Maggi/ Veg Fried Maggi/ Non Veg Fried Maggi/ Chicken Nuggets/ Masala patty/ Veg Momos/ Non Veg Momos/ Egg Roll/ Veg Roll and Burger		Rate should be quoted as one item
		Beverages: Mineral Water, Aerated Drinks/ Soft Drinks (Alternate), Energy Drinks, Lassi, Tea/ Coffee		Rate should be quoted as one item

12		Upma		
13		Upma with Coconut Chatni		
14		Vada		
15		Vada with Dahi Chatni		
16		Uttappam		
17		Uttappam with Dahi Raita		
18		Alu Parantha		
19		Alu Parantha with Dahi Raita		
20		Poha		
21		Sprout		
22		Veg Sandwich		
23		Chicken Sandwich		
24		Plain White Bread (Harvest Gold/ Amul/ Fresho/ Britannia)		
25		Plain Brown Bread (Harvest Gold/ Amul/ Fresho/ Britannia)		
26		Plain Multigrain Bread (Harvest Gold/ Amul/ Fresho/ Britannia)		
27		Indian Salad		
28		Plain Atta Roti		
29		Plain Parantha		
30		Tandoori Roti		
31		Butter Tandoori Roti		
32		Nan Roti		
33		Rumali Roti		
34		Plain Steamed Rice		
35		Plain Steamed Jeera Rice		
36		Veg Pulao		
37		Veg Fried Rice		
38		Veg Biryani		
39		Chicken Fried Rice		
40		Egg Fried Rice		
41		Chicken Biryani		
42		Mutton Biryani		
43		Egg Biryani		
44		Mixed Dal		
45		Chola Dal		
46		Dal Fry		
47		Mixed Veg Fry		
48		Mixed Veg Gravy		
49		Muttor Paneer		
50		Sahi Paneer		
51		Palak Paneer		
52		Paneer Makhni		
53		Alu Muttor		
54		Alu Gobi		
55		Alu Dum		
56		Palak Corn		
57		Chilli Potato		
58		Mushroom Baby Corn Schezwan Masala		
59		Chicken Curry		
60		Chicken Korma		
61		Chicken Chilli		
62		Chicken Butter with Bone		
63		Chicken Butter Boneless		
64		Chicken Kadai		
65		Chicken Chap		
66		Mutton Curry		
67		Mutton Rogan Josh		
68		Fish Curry		
69		Rasogolla		
70		Gulab Jamun		
71		Sweet Curd		
72		Curd		
73		Ice Cream Butter Scotch (Baskin Robbins/ London Diary) 80 ml cup		
74		Ice Cream Chocolate (Baskin Robbins/ London Diary) 80 ml cup		
75		Ice Cream Butter Scotch (Amul / Mother Dairy) 80 ml cup		
76		Ice Cream Chocolate (Amul / Mother Dairy) 80 ml cup		
77		Handi Kulfi 80 ml		
78		Slice Cake		
79		Cookies		
80		Biscuits All Types		
81		Chips		

82		Veg Cutlet 2 Pcs		
83		Fish Cutlet		
84		Samosa Standard Size		
85		Samosa Cocktail		
86		Dhokla		
87		Veg Maggi		
88		Egg Maggi		
89		Chicken Maggi		
90		Fried Veg Maggi		
91		Fried Egg Maggi		
92		Fried Chicken Maggi		
93		Chicken Nuggets 5 Pcs		
94		Veg Nuggets 5 Pcs		
95		Masala Patties		
96		Veg Patties		
97		Chicken Patties		
98		Paneer Roll		
99		Egg Roll		
100		Chicken Roll		
101		Mutton Roll		
102		Veg Momos Steamed with Hot & Sweet Sauce 5 Pcs		
103		Chicken Momos Steamed with Hot & Sweet Sauce 5 Pcs		
104		Veg Momos Fry with Hot & Sweet Sauce		
105		Chicken Momos Fry with Hot & Sweet Sauce		
106		Veg Burger		
107		Chicken Burger		
108		Mineral Water Kinley/Aquafina 500 ml		
109		Mineral Water Kinley/Aquafina 200 ml		
110		Mineral Water Kinley/Aquafina 1000 ml		
111		Aerated/ Carbonated Drinks 250 ml		
112		Soft Drinks 250 ml		
113		Diet Drinks Can 250 ml		
114		Energy Drinks Can 250 ml		
115		Lassi Tetra Pack 250 ml		
116		Black Tea 90 ml		
117		Milk Tea 90 ml		
118		Lemon Tea 90 ml		
119		Green Tea 90 ml		
120		Herbal Tea 90 ml		
121		Black Coffee 90 ml		
122		Milk Coffee 90 ml		
123		Cappuccino 90 ml		
124		Cold Coffee 150 ml		
125		Orange Juice 150 ml		
126		Mango Juice 150 ml		
127		Apple Juice 150 ml		
128		Pomegranate Juice 150 ml		
129		Mixed Fruit Juice 150 ml		
130		Packing Charge of Breakfast		
131		Packing Charge of Lunch Thali Box		
132		Packing Charge of Dinner		
133		Packing Charge of Snacks		
		LUNCH. Plain Rice, Mug Dal, Chinese Alu Fry, Veg Curry (for Vegetarian)/ Fish Kalia 2 Pcs (for Non Vegetarian), Chatni, Rasogolla (1 Pcs) and Mineral Water (500 ml) (Aquafina/ Kinley)		Rate should be quoted as one item
134	CONVOCAATION	DINNER FOR VEGETERIAN Sweet Corn Soup, Garden Fresh Salad, Panipuri (Fuchka), Steamed Rice, Green Peas Kachodi, Dum Pulao, Baby Naan, Boondi Raita Namkeen, Chhola Dal with Cocounut and Kismis, Paneer Makhni, Malai Kofta, Alu Dum, Mixed Veg, Mashroom Babycorn Schezwan Masala, Rumali Roti, Keshwar Hot Jebebi, Dahi Vada, Malai Chop, Hot Gulab Jamun, Butter Scotch/2 in 1 Ice Cream/Chocolate/Mango/ Vanilla/ Kesar Pista, Banarasi Pan, Mineral Water (Aquafina/ Kinley 500 MI), Paper Glases		

DINNER FOR NON VEGETERIAN

Chicken Hot & Sour Soup, Garden Fresh Salad, Panipuri (Fuchka), Steamed Rice, Green Peas Kachodi, Baby Naan, Boondi Raita Namkeen, Chhola Dal with Cocounut and Kismis, Alu Dum, Mixed Veg, Alu Dum, Rumali Roti, Mutton Biryani, Chicken Tawa Masala/ Kadai Chicken, Dhakai Fish, Keshwar Hot Jelebi, Dahi Vada, Malai Chop, Hot Gulab Jamun, Butter Scotch/2 in 1 Ice Cream/Chocolate/Mango/Vanilla/ Kesar Pista, Banarasi Pan, Mineral Water (Aquafina/ Kinley 500 Ml), Paper Glases

Rate should be quoted as one item

