


Web Link - <https://www.iimsirmaur.ac.in/>

Government eProcurement System		eProcurement System Government of India	
Tender Details		Date : 22-Feb-2024 05:47 PM	
 Print			
Basic Details			
Organisation Chain	Indian Institute of Management Sirmaur		
Tender Reference Number	IIMS/PUR/Catering-Convocation 2024/19/2023-24		
Tender ID	2024_IIMS_797048_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Works
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No
Payment Instruments		Cover Details, No. Of Covers - 2	
Offline	S.No	Instrument Type	
	1	Demand Draft	
	2	NEFT	
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Tender document duly signed and stamped
		.pdf	EMD or Certificate of MSME/NSIC, Annexure III and Annexure IV
		.pdf	Experience in catering services of atleast 3 years
		.pdf	Average annual turnover duly certified by CA on their letterhead
		.pdf	GST and PAN certificates, non blacklisting undertaking
2	Finance	.xls	Financial Bid BoQ
Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details	
Tender Fee in ₹	0.00	EMD Amount in ₹	20,000
Fee Payable To	Nil	EMD through BG/ST or EMD Exemption Allowed	Yes
Fee Payable At	Nil	EMD Fee Type	fixed
Tender Fee Exemption Allowed	No	EMD Percentage	NA
		EMD Payable To	The Director,
		EMD Payable At	IIM Sirmaur



IIM
Sirmaur[Click to view modification history](#)

Work /Item(s)					
Title	Notice Inviting Tender for Catering Services at IIM				
Work Description	Notice Inviting Tender for Catering Services for the Convocation 2024 at IIM Sirmaur				
Pre Qualification Details	As per tender document				
Independent External Monitor/Remarks	Central Purchase Committee				
Show Tender Value in Public Domain	No				
Tender Value in ₹	12,00,000	Product Category	Hotel/ Catering	Sub category	Catering Services
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work (Days)	30
Location	IIM Sirmaur (Permanent Campus)	Pincode	173025	Pre Bid Meeting Place	Conference Hall, IIM Sirmaur
Pre Bid Meeting Address	Online meeting at Conference Hall, IIM Sirmaur.	Pre Bid Meeting Date	26-Feb-2024 03:00 PM	Bid Opening Place	IIM Sirmaur
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	22-Feb-2024 06:00 PM	Bid Opening Date	05-Mar-2024 03:30 PM
Document Download / Sale Start Date	22-Feb-2024 06:00 PM	Document Download / Sale End Date	04-Mar-2024 03:00 PM
Clarification Start Date	22-Feb-2024 06:00 PM	Clarification End Date	01-Mar-2024 05:00 PM
Bid Submission Start Date	22-Feb-2024 06:00 PM	Bid Submission End Date	04-Mar-2024 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Notice Inviting Tender for Catering Services for the Convocation 2024 at IIM Sirmaur	870.62

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	NIT.pdf	NIT for providing Catering Services in the Convocation 2024 at IIM Sirmaur.	854.17
	2	BOQ	BOQ_837814.xls	Financial Bid BoQ	270.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	akdas@iimsirmaur.ac.in	Amiya Das	AMIYA KUMAR DAS
2.	gurmeet.kaur@iimsirmaur.ac.in	Gurmeet Kaur	Gurmeet Kaur
3.	ao_personnel@iimsirmaur.ac.in	HUKAM CHAND	Hukam Chand

GeMARPTS Details

GeMARPTS ID	XE2OTZ9W0JFB
Description	Catering Services



Report Initiated On	22-Feb-2024		
Valid Until	23-Mar-2024		
Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		
TIA Undertaking			
S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	
Tender Inviting Authority			
Name	Senior Consultant (Administration)		
Address	IIM Sirmaur, Paonta Sahib, Sirmaur, HP 173025.		
Tender Creator Details			
Created By	HUKAM CHAND		
Designation	Administrative Officer		
Created Date	22-Feb-2024 05:34 PM		







IIM SIRMAUR
KNOWLEDGE . LEADERSHIP

INDIAN INSTITUTE OF MANAGEMENT SIRMAUR

(An Autonomous body under the aegis of Ministry of Education, Govt. of India)

NIT No. IIMS/PUR/Catering-Convocation 2024/19/2023-24 Dated 22.02.2024

Notice Inviting Tender for Catering Services for the Convocation 2024 at IIM Sirmaur.

Online tendering through CPPP (<https://eprocure.gov.in/eprocure/app>)

Purchase Office
Indian Institute of Management Sirmaur
Rampurghat Road, Paonta Sahib, Distt. Sirmaur,
Himachal Pradesh-173025
Email: purchaseoffice@iimsirmaur.ac.in Website: www.iimsirmaur.ac.in



INDIAN INSTITUTE OF MANAGEMENT SIRMAUR
Rampur Ghat Road, Paonta Sahib, Distt. Sirmaur,
Himachal Pradesh-173025

NIT No. IIMS/PUR/Convocation 2024/19/2023-24 Dated 20.02.2024

The Indian Institute of Management Sirmaur (IIMS) is an Institute of National importance under the aegis of Ministry of Education, Government of India to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

Online Bids in two bid system i.e. Technical Bid and Financial Bid are invited from the reputed and experienced Catering Service Companies/Firms duly registered with the concerned Government Organizations/reputed educational institutes/firms/companies for the **Catering Services for the 8th Convocation 2024 Function** under which the competent bidder shall provide the ordered/contracted items/ services at the designated venue, i.e. Permanent Campus of IIM Sirmaur, located at Dhaulakuan, District Sirmaur, Himachal Pradesh -173025. **Tenders of technically qualified firms shall only be considered for opening of the Financial bid.**

1. THE SCHEDULE AND OTHER DETAILS OF TENDER ARE AS UNDER:

Description of Tender	Catering Services for the Convocation 2024 at IIM Sirmaur	
Date of Event	06.04.2024	
EMD Value (Rs.)	Rs. 20,000/- (Rs. Twenty Thousand Only)	
Tender Publish Date & Time	22.02.2024	05:00 PM
Tender Download Date & Time	22.02.2024	05:00 PM
Bid Submission Start Date & Time	22.02.2024	05:00 PM
Bid Submission Close Date & Time	04.03.2024	03:00 PM
Opening of e-Technical bid	05.03.2024	03:30 PM
Opening of e-Financial bid	Will be intimated later	
Performance Security	5% of the total work order.	
Contact Person	Senior Consultant (Administration), Indian Institute of Management Sirmaur, Rampur Ghat, Paonta Sahib, Sirmaur, H.P. 173025. Email Id: - sc@iimsirmaur.ac.in , purchaseoffice@iimsirmaur.ac.in Contact No. 01704-277321/312	
Pre-Bid Site Inspection	Bidders are advised to visit the site for pre-bid inspection under intimation to the Senior Consultant (Admin) and Purchase Office email id as given below, up to 26.02.2024 at 01:00 PM .	
Pre-bid meeting	Pre-bid meeting would be held online on 26.02.2024 at 03:00 PM. The prospective bidder may submit their request for pre-bid meeting	

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	through email to purchaseoffice@iimsirmaur.ac.in with subject line: "Pre-Bid Meeting for Catering Services regarding the Convocation 2024 at IIM Sirmaur" by 26.02.2024 up to 01:00 PM. Any query received after this date & time will not be entertained further. All concerned are requested to keep regularly visit the website www.iimsirmaur.ac.in .
Date & Time of Convocation Function	April 06, 2024 (Saturday)

Note: Bidders are requested to sign and stamp on each page. The duly filled in signed & stamped bid should be submitted by the bidders in an appropriate mode as prescribed in this tender document.

The tender document may be downloaded from the Institute's website www.iimsirmaur.ac.in. & <https://eprocure.gov.in/eprocure/app>. The bidders shall submit this tender document in Technical Bid cover duly signed & stamped as per the above schedule on CPP Portal. All the bidders should submit a Demand Draft of Rs. **20,000/- (Twenty Thousand Only)** in favour of "Indian Institute of Management Sirmaur" payable at Paonta Sahib, Distt. Sirmaur, as the Earnest Money Deposit (EMD). The EMD of unsuccessful bidders shall be refunded within 90 days after finalization of the contract. The bidders/firms registered under MSMEs and NSICs are exempted from submission of EMD.

1. GENERAL TERMS AND CONDITIONS:

- 1.1 Please read all terms and conditions carefully before submitting the bids. **Incomplete** bids and documents will be rejected.
- 1.2 **Before** submitting the tender bids, ensure that all self-attested documents are **attached/uploaded** in the technical bid.
- 1.3 **All** pages of the tender document must be signed by the authorized signatory and **sealed** with the stamp of the bidding firm as a token of having accepted all the **terms** and conditions of this tender.
- 1.4 **Tender** shall be submitted in official tender form i.e. through Central Public **Procurement** Portal only. Tender Bids submitted in any other form **Postal/Courier/Emails**, shall summarily be rejected.
- 1.5 **The bidders** are requested to enclose all the requisite documents along with the **Technical Bid** as per Checklist at Annexure-I.
- 1.6 **The** name and address of the bidder shall clearly be written in the space provided

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and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted in strict compliance with the instructions laid down therein; otherwise, the tender is liable to be rejected.

- 1.7 The person signing the bid or other documents connected with the tender must clearly write his/her name and also specify the capacity in which signing.
 - 1.8 The Institute reserves the right to reject any or all the bids without assigning any reason.
 - 1.9 Before submitting the filled-in tender bids on the Procurement Portal, the bidders may seek clarifications, if any, from Purchase office on Email Id: purchaseoffice@iimsirmaur.ac.in or in person by visiting the Institute during working hours by taking prior appointment of the authorities.
 - 1.10 The Institute reserves the right to change any condition of the tender before opening of the bids.
2. This Tender Enquiry consists of the following:
- i. Technical and Financial bids for "Providing Catering Services for Convocation at IIM Sirmaur".
 - ii. The bidder should submit the bids only for Providing Catering Services for Convocation at IIM Sirmaur.

SCOPE OF WORK

- 1) Lunch for **700 persons** (Approx.)
- 2) Dinner for **500 persons** (Approx.)
- 3) Hi-Tea for **50 persons** (Approx.)
- 4) Crockery and dress of waiters and other staff should be neat and clean.
- 5) The staff for serving food should wear hand gloves & cap and proper hygiene should be maintained.
- 6) Food as per the menu. Minor variations in the final menu shall be at the discretion of Institute.
- 7) Proper distilled Drinking water is to be provided.
- 8) The vendor should bring all utensils, fuels and any other items required for the cooking. Institute will only provide the necessary space for cooking and electricity.
- 9) The Presentation should be good.
- 10) The cutlery necessary for serving and eating has to be provided by the bidders in sufficient quantities. The cutlery should be of good quality.
- 11) There should be proper display of names of dishes, green for vegetarian and red/brown for non-vegetarian dishes.
- 12) There should be separate counters for vegetarian and non-vegetarian dishes and all counters should be adequately staffed.
- 13) In the serving area, a minimum of four counters for the main course and four desert

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counters are to be set up.

- 14) Seating arrangements for **150** persons (Approx.) with round tables.
- 15) There should be signboards for Guests, Students, Faculty, Media etc.
- 16) The quality of the food will be checked by the concerned committee.

A. High Tea Menu on 06.04.2024 at 10:00 AM (approximately) for 50 pax.

Sr. No.	Food Items
1	Assorted Tea (Green, Black, Lemon, Ginger), Coffee, Canned Juices
2	Vegetable sandwich, Assorted nuts, Pea samosa, Muffins

B. Dinner Menu on 05.04.2024 from 07:30 PM onwards (approx.) for 500 pax.

Sr. No.	Food Items
I	Starters
	Cold drink, Veg/Non-veg Soup
	Veg rolls, Chicken tikka, Cheese Chilly
II	Main Course :
	1 Seasonal vegetable
	1 Kadai Paneer gravy
	1 Non-veg gravy (mutton)
	1 Non-veg dry (fish)
	1 Dal fry
	Plain roti/ Tandoori roti/ Naan/ Butter Naan
	Jeera rice
	Papad, salad, raita, pickle
III	Dessert:
	Moong Dal/ Gajar Halwa
	Ice Cream

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C. Lunch Menu starts from 01:00 PM afternoon on 06.04.2024 (approx.) for 700 pax.

Sr. No.	Food Items
I	Starters
	Amul/ Verka - Chaach/ Jaljeera, Veg Soup
	Paneer rolls, Chicken kebab, fish finger
II	Main Course :
	1 Mixed vegetable
	1 Paneer Handi
	1 Non-veg gravy (Chicken)
	1 Non-veg dry (fish)
	1 Dal makhni
	1 Himachali special dish
	Plain roti/ Tandoori roti/ Naan/ Butter Naan
	Jeera rice/ Pulao
	Papad, salad, raita, pickle
III	Dessert:
	Gulab Jamun
	Ice Cream
	Cut Fresh fruits



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TECHNICAL BID AND EVALUATION CRITERIA(S)
(Providing Catering Services for Convocation at IIM Sirmaur)

The Bid entitled, as "Technical Bid for Catering Services" should contain the Self-attested scanned copies of the following with consecutive Sr. No.: -

1. The Bidder (s) should be registered with FSSAI and Goods and Services Tax Council for the purpose of Goods & Service Tax (GST). A copy of the FSSAI, GST registration certificate has to be submitted with the tender document.
2. Experience in Lunch / Dinner Outdoor Catering (minimum 500 Pax) for at least three years. **Attach appropriate documentary proof. Attach copies of previous work orders.**
3. Bidders should have a minimum average annual turnover of Rs. 10 lakhs during the last three financial years i.e. from 2020 - 2023 in similar natures of the receipts of event management services. The proper certificate of the same, duly signed and stamped by the Chartered Accountant shall be submitted.
4. The prescribed Earnest Money Deposit (EMD) i.e. Rs. 20,000/- shall be deposited with the bid documents either through Demand Draft (DD) drawn in favor of "**Indian Institute of Management Sirmaur**", payable at Paonta Sahib, Distt. Sirmaur, H.P. 173025 or through NEFT in the Institute's Account (Details are provided below).

Beneficiary Name: Indian Institute of Management Sirmaur

Bank Name: ICICI Bank Ltd.

Account Number: 140701000266

IFSC Code: ICIC0001407

Bank Address: Near Y Point Main Market, Paonta Sahib, Distt. Sirmaur, H.P. 173025

The photocopy/transaction receipt copy of the EMD is to be attached along with other tender documents and original EMD should be submitted or should reach on or before the date of opening of tender at IIM Sirmaur. The Bidder should submit the Bid Security Declaration cum Declaration form as per the format given in the Annexure-III and the Pledge of Compliance as per Annexure-IV.

6. Copy of PAN number and GST number.
7. Details of the firm, Name of the firm & address, Contact person name and telephone/ Mobile No/email id on the letter head of the company/firm.

TECHNICAL EVALUATION

Bidders who meet all the above mentioned conditions in Technical Bid shall be considered as technically qualified for further consideration and opening of their financial bid. If some of the above mentioned conditions are not met, their technical bid will be rejected.



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CHECKLIST TOWARDS TECHNICAL ELIGIBILITY CRITERIA

Name of the Bidder:

Address:

Contact No:

Email Id:

(Self-attested copies of all supporting document must be uploaded with the tender document to be filled by the Bidder)

Sl. No.	Particular	Enclosed/Uploaded (Yes/No)	Mention page no. (Mandatory)	Remark
1.	Each Page of Tender Document & all requisite documents are to be signed & stamped.			
2.	EMD of Rs. 20,000/- (Rupees Twenty Thousand only) OR Certificate of MSME/NSIC for exemption from submission of EMD.			
3.	Furnish complete details as per Annexure-III.			
4.	Furnish complete details as per Annexure-IV.			
5.	Experience in Lunch / Dinner Outdoor Catering (minimum 500 Pax) for at least three years. Attach appropriate documentary proof. Attach copies of previous work orders.			
6.	Minimum average annual turnover of Rs. 10 lakhs during the last three financial years i.e. from 2020 - 2023 in similar natures of the receipts of event management services. The proper certificate of the same, duly signed and stamped by the Chartered Accountant should be submitted.			
7.	Valid GST Registration Certificate			
8.	Valid PAN Certificate			
9.	Self-Declaration of non-blacklisting by any department of the Govt. of India or any State and Private Organization.			

Note: It is mandatory to fill up all the points of the checklist.

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I/We **undertake** that documents are genuine/authentic and nothing has been cancelled and that I/We are not debarred by any govt. organization and competent are to contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained through fraudulent means/concealment of information.

(Authorized Signatory with Seal)



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FINANCIAL BID**(Providing Catering Services for Convocation at IIM Sirmaur)**

To be printed on firm's letterhead

Price Bid Format: The Price Bid Format is given below for reference only.

The bidders should quote for all the items/requirements as per the financial BoQ format uploaded on CPP portal only.

A. High Tea Menu on 06.04.2024 at 10:00 AM (approximately) for 50 pax.

Sr. No.	Food Items (Details per plate menu as per given below)	Qty (In Plates)	Rate per Pax	Total Amount (Rs.)
1	Assorted Tea (Green, Black, Lemon, Ginger), Coffee, Canned Juices		
2	Vegetable sandwich, Assorted nuts, Pea samosa, Muffins	Pax		
A	SUB TOTAL (Inclusive of all)			

B. Dinner Menu on 05.04.2024 at 07:30 PM (approximately) for 500 pax.

Sr. No	Food Items (Details of per plate menu as per given below)	Qty (In Plates)	Rate per Pax	Total Amount (Rs.)
I	Starters		
	Cold drink, Veg/Non-veg Soup	Pax		
	Veg rolls, Chicken tikka, Cheese Chilli			
II	Main Course :			
	1 seasonal vegetable			
	1 Kadai Paneer gravy			
	1 Non-veg gravy (mutton)			
	1 Non-veg dry (fish)			
	1 Dal fry			
	Plain roti/ Tandoori roti/ Naan/ Butter Naan			
	Jeera rice			
	Papad, salad, raita, pickle			

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III	Dessert:			
	Moong Dal/ Gajar Halwa			
	Ice Cream			
B	SUB TOTAL (Inclusive of all)			

C. Lunch Menu from 01:00 PM afternoon on 06.04.2024 (approx) for 700 pax.

Sr. No.	Food Items	Qty	Rate per Pax	Total Amount (Rs.)
I	Starters Pax		
	Amul/ Verka - Chaach/ Jaljeera, Veg Soup			
	Paneer rolls, Chicken kebab, fish finger			
II	Main Course :			
	1 Mixed vegetable			
	1 Paneer Handi			
	1 Non-veg gravy (Chicken)			
	1 Non-veg dry (fish)			
	1 Dal makhni			
	1 Himachali special dish			
	Plain roti/ Tandoori roti/ Naan/ Butter Naan			
	Jeera rice/ Pulao			
	Papad, salad, raita, pickle			
III	Dessert:			
	Gulab Jamun			
	Ice Cream			
	Cut Fresh fruits			
C	SUB TOTAL (Inclusive of all)			
	GRAND TOTAL A+B+C (Inclusive of all)			

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Note:

- a. Rates quoted must be in Indian rupees only. Bids will be considered further for placement of contract/Supply cum work Order after complete clarification. The bidder who quotes lowest Grand Total amount for A+B+C will be considered for awarding of the contract.
- b. Rates quoted by the bidders should be inclusive of all packaging, transportation and other taxes etc.
- c. In case the pax increases from the number mentioned above, the bidder should arrange & supply with the same rate per pax and the payment will be made as per the actual number of plates consumed.
- d. I/we undertake to arrange and supply quality food items as per the mentioned dates & timings.
- e. **The bidders are requested to quote the rates for all the items in the Financial Bid BOQ (xlsx file) separately given in the CPP Portal, failing to submit the quote in the BOQ, shall not be considered and straightway rejected.**
- f. Rate includes Items such as paper cup, paper plate, tissue paper, hand wash, tomato ketchup, etc.
- g. The rates have to be as per MRP or at discounted rates.
- h. **Rates quoted must be inclusive of GST as applicable & all other charges.**
- i. **The selection of the bidder will be made on the basis of L-1 in Grand Total of the Financial Bid BOQ.**
- j. Only **branded/reputed quality oil; ghee, flour, basmati rice, pulses, maida, gram flour etc.** Will be used by the successful bidder, failing which no payment will be made to him/her by the customers.

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Essential Details of Items/Services required.

1. **Schedule of Requirements** – List of items; schedule of quantity as mentioned in this tender document.
2. **Delivery period** – As mentioned in the scope of work.
3. **Delivery/Maintenance/fitment/installation and Transportation** – At Supplier/Service provider's expense. No advance payment will be made for any item/service.
4. **Consignee details** – Senior Consultant, Indian Institute of Management Sirmaur, Rampur Ghat Road, District Sirmaur, Himachal Pradesh - 173025, India.
5. **Liquidated Damages:** In the event of the Seller's/service provider's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract/supply. The Institute may also deduct from the contractor as agreed, **liquidated damages to the sum of 2% of the contract/invoice value** for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 5% of the contract/invoice value.

Standard Conditions of the Tender

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective delivery, commissioning and installation period:** As mentioned in the scope of work for both tenders.
3. The award of purchase/work order shall remain valid until the complete obligations by both the parties under the purchase order/agreement/contract. The deliveries, supplies, installation and performance of the items/services shall commence from the effective date of the purchase/work order issue date.
4. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to work or performance, which cannot be settled amicably, may be resolved through arbitration subject to HP Jurisdiction.
5. **Penalty for use of Undue influence:** The contractor/service provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the contractor or otherwise in procuring the order/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 order/contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor 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 provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller/Seller/Service

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provider) or the commission of any offers by the seller/Seller /Service provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller/Seller/Service provider and recover from the seller/Seller/Service provider the amount of any loss arising from such cancellation. A decision of the Buyer's/Competent Financial Authority (CFA) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller/Seller/Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller/Service provider towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the seller/Seller/Service provider to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

- a) The Agency shall be fully responsible for faithful compliance of the provisions of the Purchase Order/Work Order/Agreement. Any breach or failure to perform the same may result in termination of the Purchase Order/Work Order/Agreement and forfeiture of the security deposit as well as other legal recourse.
- b) The Company providing items/services is declared bankrupt or becomes insolvent.
- c) Any misconduct/misbehavior on the part of Employees etc. deployed by the seller/agency will not be tolerated and the same must be replaced with suitable and equivalent immediately, failing to comply with the same will lead to termination of the order/contract.
- d) The Director, IIM Sirmour reserves the right to reject any or all tenders in whole or in part without assigning any reason thereof and decision of the Director, IIM Sirmour shall be final and binding on the sellers/agencies in respect of any clause covered under the contract

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

8. Taxes and Duties

- a) If the Bidder is charging GST or other taxes/duties, etc., the same must be specifically stated in the financial bid. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained later.
- b) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes

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livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

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

9. Force Majeure clause

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

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

The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

If the impossibility of complete or partial performance of an obligation lasts for more than One (01) month, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (Fifteen) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. Transportation/delivery of items/services: At contractor's expense on site i.e. the permanent campus of Indian Institute of Management Sirmaur, located at Dhaulakuan, District Sirmaur, Himachal Pradesh.

11. Packing, Marking, Insurance and forwarding: At supplier expense (All inclusive).

12. **Quality:** The quality of the item/services must be delivered according to the present order/BoQ corresponding to the technical specifications/conditions and standards in the price bid, subject to the quality approval of IIM Sirmaur. Modifications, if any, will be mutually agreed to. The Seller should confirm that the item/services to be supplied under this Contract should be genuine.

13. **Inspection Authority:** The Inspection will be carried out by the Stage Committee/ Inspecting Authority of IIM Sirmaur. The mode of Inspection will be Departmental Inspection.

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14. INSTRUCTION FOR PREPARATION & SUBMISSION OF ONLINE BIDS:

- 14.1 This tender document will be published & available on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- 14.2 Technical bid should be submitted in PDF format & Financial bid should be submitted in format mentioned in the Financial part.
- 14.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and in general the documents are to be uploaded in the PDF formats. Bid documents may be scanned with 100 dpi with colour/black and white option.
- 14.4 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 14.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 14.6 Kindly upload scanned PDFs of all relevant documents in a single PDF file as per Technical Bid Cover requirement.
- 14.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid No. and the date & time of submission of the bid with all other relevant details.
- 14.8 Bidder should log into the portal well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for non-submission of bids in time or any delay due to other issues.
- 14.9 The technical and financial bids should be submitted online through CPP portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include all the cost and other taxes (As per Central govt. norms) mentioned in the Financial Bid. If there is any separate cost, then that will be not acceptable.

15. REGISTRATION:

- 15.1 Bidders are required to enroll on the e-Procurement module of the Central Public

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Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on CPP Portal is free of charge.

- 15.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 15.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 15.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sift / TCS/ nCode/ eMudhra etc.), with their profile.
- 15.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 15.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

16. SEARCHING FOR TENDER DOCUMENT:

- 16.1 **There** are various search options built in **the** CPP Portal, to **facilitate** bidders to search active tenders by several parameters. These parameters could include Tender ID Organization name, location, date, value, etc. There is also an option of advanced search for tenders wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 16.2 **Once** the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be **moved** to the respective 'My Tenders' folder. This would enable the CPP Portal to **intimate** the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 16.3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

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Annexure-IV

[In letter Head of the Firm]

BID SECURITY DECLARATION CUM DECLARATION FORM

Tender No. _____ Dt. _____

To,

Senior Consultant (Administration)
 Indian Institute of Management Sirmaur
 Rampur Ghat, Paonta Sahib District Sirmaur
 Himachal Pradesh 173025

1. I/We have gone through the terms and conditions of the tender as given above and have fully understood the significance of the same.
2. I/We have visited the Institute and obtained all necessary clarifications from the concerned officials of the Institute on the work and services to be provided to the Institute.
3. I/We hereby accept all the terms and conditions and undertake to abide by the same if the contract is awarded to me/us.
4. It is clearly understood that, the persons deployed by us for the work/service in the Indian Institute of Management Sirmaur permanent campus will not be treated as employees of the Institute and I/We will be solely responsible for making all statutory payments to the persons so deployed and no employer-employee relationship will exist between the IIMS and the persons so deployed.
5. The only relationship that exists between the IIM Sirmaur and me/us is that of a Service Provider and Principal.
6. I/We hereby agree that in case the Institute is made to suffer any loss/damage on account of any negligence or act on the part of any person or persons deployed by me/us in the IIM Sirmaur campus, such loss/damage shall be made good by me/us and in case we fail to make good the same, the amount can be recovered from the Security Deposit kept by me/us with the Institute and in case the Security Deposit becomes insufficient to meet such sum, the Institute can proceed against me/us for recovery of the sum, in whatever manner it deems fit.
7. I/We understand that according to your conditions, bids must be supported by a Bid Security Declaration and I have deposited the Bid Security/EMD as per this tender document.

Place:
Date:

For and on behalf of the -----
 (Official Seal) (Authorized Signatory)

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Annexure-V

PLEDGE OF COMPLIANCE

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

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

which is an applicant for "**Catering Services for Convocation Function at IIM Sirmaur**" vide **NIT No. IIMS/PUR/Catering-Convocation 2024/19/2023-24 Dated 22.02.2024** to the **Indian Institute of Management Sirmaur (Sirmaur, Himachal Pradesh)** hereby undertake that I/We have no criminal antecedents, never declared bankrupt, never black listed by any Govt./PSU/Autonomous dept./agency/body and we shall abide by all terms and conditions mentioned in this tender document and subsequently issued work order/Agreement against the said tender enquiry. In the event of any breach of terms and conditions of this tender and subsequently issued work order/agreement against the said tender enquiry during the entire period of contract, we shall take the full responsibilities of any loss incurred by my agency/company employees/representatives by their negligence to IIM Sirmaur including financial, time and reputation as assessed by competent authority of IIM Sirmaur and my company/agency will fully compensate to IIM Sirmaur for all such losses without ensuing any legal process.

Company's official seal.....

Place:

Date:

Signature:

Full Name:

Address:

.....

.....

Contact No.....

E-mail ID.....



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IMPORTANT NOTES:

1. Bid document, all brochures of respective items/accessories with sign & seal on each page and authorization letter/certificate from respective company.
2. Self-attested copy of all relevant supporting documents (**To be attached with technical bid**)
3. EMD as mentioned above.
4. Technical bid and Financial bid along with desired documents should be **submitted separately and as per the prescribed format only.**
5. Covering/Forwarding letter of the bid shall be on original letter head of the **company** duly ink signed and stamped with company seal, to be attached.

---END---

