



TENDER DOCUMENT FOR MESS AND CATERING SERVICE AT IIM SHILLONG
e-Procurement

TENDER NOTICE No.: V1-1601/10/2022-SPO/25-26/07

Dated: 07 July 2025

Name of work	Mess and Catering Service at IIM Shillong Nongthymmai Campus and/or IIM Shillong Umsawli Campus.
The Currency in which Payment shall be made	Indian Rupees (INR).
Date of Issue/e-Publishing	07 July 2025 at 17:00 Hrs.
Document Download Start Date	07 July 2025 at 17:30 Hrs.
Document Download End Date and Time	26 July 2025 at 15:00 Hrs.
Date for Pre-Bid Conference and Time	Not Applicable
Bid Queries should reach by	<p>Latest by 18 July 2025 till 15:00 Hrs.</p> <p>Bid queries received later than the date and time as mentioned above shall not be entertained.</p> <p>Pre-bid queries should be emailed to srmgr.stores@iimshillong.ac.in</p>
Venue of Pre-Bid Conference	Not Applicable
Last Date and Time for receipts of Bids	26 July 2025 at 15:00 Hrs.
Date and Time of Opening of Technical Bids	28 July 2025 at 12:00 Hrs..
Date and Time of Opening of Financial Bids	To be informed later

Earnest Money Deposit	<p>EMD of Rs/- 3,00,000 (Rupees ThreeLacs Only) has to be deposited as Online payment to the link below:</p> <p>https://erp.iimshillong.ac.in/fee/PaymentPortal/GeneralPayment.aspx?p=unPpDMmNMgyLM9LLfrXUhRaBMECfZN%2fLVhdvVbZJFqJlr63OP%2bqeMtWDL60E%2b7VjSzB8raZ3tj9z37CV8kFwO5vtlvDM86lhb4BrFCR3r7bkFtQLQJmVbV3sAZkMEQIXgElgVJmf7%2bB57zrQAVOxZ%2bDE0mR%2bXWPw</p> <p>A copy of the transaction receipt has to be mailed to srmgr.stores@iimshillong.ac.in and accountsofficer@iimshillong.ac.in clearly mentioning the firm's name and Tender Id no. along with tender description, <u>No Cheque or DD will be accepted as EMD.</u></p>
No. of Covers	02 (Two Packets) {Technical and Financial}
Bid Validity days	90 days (From the date of opening of bid)
Performance Bank Guarantee (PBG)	3% of the Annual Estimated Work Value of the successful bidder (300 Effective Days to be considered in a Year for derivation of Estimated Value). PBG is required to be submitted within 10 days from the date of
Email Address	srmgr.stores@iimshillong.ac.in
Registered Office	Umsawli, East Khasi Hills, Shillong-793018, Meghalaya

Tender Information

1. Online tenders, in Two-Bid (2) system for Mess and Catering Services at IIM Shillong Nongthymmai and/or Umsawli Campus is invited by the Director, IIM Shillong as per related terms and conditions of the tender document.

2. Bidders /Tenderers would be required to register on the Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app> using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.

3. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.

4. Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at <https://eprocure.gov.in/eprocure/app> Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through <https://eprocure.gov.in/eprocure/app>.

5. Tender information is also available in the Institute's website at <https://www.iimshillong.ac.in>. For further details regarding Amendment /Addendum /Extension/Corrigendum please visit website: <https://eprocure.gov.in/eprocure/app> and <https://www.iimshillong.ac.in>.

7. Earnest Money Deposit (EMD)(Refundable) of Rs 3,00,000/- (Rupees Three Lacs only) as online payment to

<https://erp.iimshillong.ac.in/fee/PaymentPortal/GeneralPayment.aspx?p=unPpDMmNMqyLM9LLfrXUhRaBMECfZN%2fLVhdvVbZJFqJlr63OP%2bqeMtWDL60E%2b7VjSzB8raZ3tj9z37CV8kFwO5vtlvDM86lhb4BrFCR3r7bkFtQLQJmVbV3sAZkMEQIXqElgVJmf7%2bB57zrQAVOxZ%2bDE0mR%2bXWPw>

and upload the transaction receipt. A copy of the same may be mailed to srmgr.stores@iimshillong.ac.in; and accountsofficer@iimshillong.ac.in clearly mentioning the firm's name and Tender Id no. along with tender description. **No Cheque or DD will be accepted as EMD.**

8. In the event of the date being declared as a closed holiday for purchaser's office, the due date for opening of bids online will be the following working day at the appointed times.

9. The technical bids will be opened online by a committee duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD /Tender fee / etc. uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on <https://eprocure.gov.in/eprocure/app> in which can be seen by all bidders who participated in the tender.

10. The bidders should download the BoQ.xls from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BoQ.xls format. IIM SHILLONG /Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.

11. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee and the result will be displayed on the <https://eprocure.gov.in/eprocure/app> which can be seen by all bidders who participated in the tender.

12. At any time prior to the date of submission of bid, Director, IIM Shillong may, for any reason, modify the bidding documents by an amendment. All prospective bidders/tenderer who have received the

bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Director, IIM Shillong may at his discretion, extend the date and time for submission of bids.

13. Bidders are required to sign on all pages of the tender document and submit the same along with the technical bid.

14. The tendered rates and the validity of bids shall be for a period of 90 days from the date of opening of bids.

15. It will be the prerogative of the Institute to place the work order on a single vendor or may at its discretion award the work to Two (2) separate vendors depending upon the requirement of the Institute.

16. The Institute shall have the right to reject any tender without assigning any reason thereof. No correspondence will be entertained in this regard.

17. Bills should be submitted in quadruplicate along with a receipted copy of challan duly endorsed in the desk of the of the Receiving Section of the Institute.

18. Payment of the approved vendor for supply of items/services at IIM SHILLONG shall be made through PFMS.

19. IIM Shillong reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.

20. Settlement of disputes – Director, IIM Shillong or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

21. For any queries please contact Store and Purchase Officer on +91.364.2308012 or at email spo@iimshillong.ac.in on any working day from 09:30 AM till 17:00 PM.

Sd/-

Chief Administrative Officer
IIM Shillong

1. **SCOPE OF WORK:**

1.1 The Contractor is expected to provide the Breakfast, Lunch, Evening Tea with snacks and Dinner in Student Mess Hall at Nongthymmai Campus and/or Umsawli Campus.

1.2 Cooking and serving meals.

Sl. No.	Grouping of Diners	Strength	Meal Options	Meal Category	Location	Remarks
1.	Students, Faculties, Employees of the institute & Short Term Visitors for Programmes	250	Breakfast, Lunch, Evening Snacks, Dinner	Standard/ Executive	IIM Shillong, Nongthymmai Campus	No Crockeries, Cutleries and Utensils shall be provided by the Institute except for Equipment mentioned at Annexure-IX.
2	Students, Faculties, Employees of the institute & Short Term Visitors for Programmes	600	Breakfast, Lunch, Evening Snacks, Dinner	Standard/ Executive	IIM Shillong, Umsawli Campus	No Crockeries, Cutleries and Utensils shall be provided by the Institute except for Equipment mentioned at Annexure-X.

The above number of People/Person are tentative only and can increase or decrease to the extent of 15%. The numbers may further increase or decrease in any month depending upon the Time & Schedule.

1.3 After every meal (Breakfast, Lunch, Evening Tea and Dinner) all the plates, cups, bowls, water glass, spoons, forks, knives, etc. are to be cleaned with soap solution and are to be dried and be kept ready for next meal. Also the Mess Dining Hall Kitchen and adjoining area need to be cleaned in hygienic manner. All the vessels used for cooking also should be washed in soap solution and should be available for use for cooking the next meal. The cleaning material used should be of approved brands.

List of approved brands for Cleaning Material

Sr. No	Consumables & Tools	Brands
1.	Mops	Taski, Unger, Roots, Cam, Gala, Scotch Brite
2.	Garbage Cover	Plasto, Local
3.	Paper Items	Pudumjee, Origami, Mystair, JK
4.	Cleaning Pads	3M, Scotch Brite
5.	Cleaning Cloth	Taski, Unger, Gala, 3M, Scotch Brite
6.	Tools	Taski, Unger, Roots, Gala, Cam, Scotch Brite
7.	Wringer Trolley	Taski, Unger, Roots, Gala, Scotch Brite

Note: Standard or other brands of similar quality may be considered as per Approval.

- 1.4 Efficiency, promptness, quality of food, quality service, good behaviour and politeness of the agency and its staff are the essence of the contract. The agency is required to ensure that this essence of the contract is always maintained. Quality of services, hygiene, and preparation should be maintained as per industrial practices/compliances and to the entire satisfaction of IIM Shillong.
- 1.5 80 % rebate on the approved mess rate may be allowed to Students, Faculties, Employees of the Institute and others, if they do not use the mess facility for a minimum of 03 three days at a stretch and also informs the Mess Manager/Supervisor on email at least (3) three days in advance. Only 20% amount being the fixed cost is to be charged in such cases.
- 1.6 **Vacation Period Billing**
- The bidders are requested to note that there will be a lean period for the business due to vacation, especially during the months of April, May and June where the number of students and other consumers would be very less or may be zero.
- During the vacation period, fixed cost @ 20% of the approved mess rate shall be paid for the number of students and other consumers absent during vacation period and normal charges i.e. approved mess rate shall apply for students and other consumers present during this period.
- 1.7 Agency will ensure that at all times one manager and two supervisors executives be present during breakfast, lunch, evening tea and dinner. In case of any change in staff, the administration should be informed well in advance.
- 1.8 It is required for the agency to serve the items in such a manner to satisfy the users need on demand.
- 1.9 All items will be cooked in the kitchen of the mess. No cooked item, except certain type of snacks and desserts identified beforehand, will be brought from outside.
- 1.10 On special occasions, the menu will be identified by the Hostel Committee and to be prepared by the agency.
- 1.11 The quality of food will be inspected item wise frequently, and the mess vendor shall not deny access for such inspections. The IIM Shillong has the right to take samples of all material used in cooking and check the same for quality at recognized laboratories/institution. Further, the store, the kitchen can also be inspected by the institute to ensure that only the brands allowed for various articles are being used. In case a violation is found, the Institute reserves the right to impose a financial penalty/cancellation of the contract on the repeated violation.
- 1.12 The vendor will ensure that no instance of fire takes place and no injury to any of his employee or the Institute person takes place. In case any of this happens then the vendor will be responsible for fulfilling the loss occurred.
- 1.13 The Institute shall neither be liable for any damages nor be under any obligation to inform the applicants of the grounds for the same. Damage here means to property or individuals.
- 1.14 The agency must provide the service throughout the year without closing the mess on any day unless ordered by the Institute. However, the number of students who use the mess facility may vary during vacation periods/outbound work declared by the Institute.
- 1.15 Institute will provide the agency electricity and water on chargeable basis. A license fee will be charged for the mess premises from the contractor.
- 1.16 The Institute will not provide any kind of Crockeries and Cutleries for E.g. serving plates, teaspoons, tablespoons serving spoon, forks, knives, stainless steel/glass tumbler, bowls, any other item which may be required for serving of food. Arrangement/procurement of utensils and other equipment required for Cooking & Serving the food will be the responsibility of the vendor and all this will have to be brought by the agency at its own cost after the approval of the sample by the Institute. Institute will however provide some equipment as per Annexure-IX at Nongthymmai Campus and as per Annexure X at Umsawli Campus.

The Institute shall provide Tables & Chairs in the Dining Area for both Nongthymmai and Umsawli Campus.

- 1.17 The agency will be responsible for repairing & maintenance of all the property of IIM Shillong given to the agency for use in the student mess. The agency shall replace inventory items, equipment, furniture and fixtures provided by the institute in case of loss, theft or damage to the satisfaction of the Institute at its own cost. On termination of the agreement, the agency will hand over all the equipment/articles as supplied by the Institute in good working condition back to the Institute. In case of any damage beyond normal wear and tear then the Institute can recover the cost from the agency.
- 1.18 The agency will liaise with IIM Shillong/ Hostel Committee and report daily about all the activities of the mess service. The agency shall extend full co-operation.
- 1.19 Agency shall conduct medical examination at least once in six months of all the employees who handle raw/cooked food, to ensure that the employees are free from any communicable disease. It is to be done at Shillong. Record of the same shall be maintained by the agency and shown on demand. In this regard, the Institute's doctor may check the record as and when required. The Police verification record of all the workers will have to be maintained by the agency.
- 1.20 The agency or its nominee will not be permitted to stay overnight in mess premises under any circumstances except those on essential duty, as permitted by the Institute.
- 1.21 The premises of the mess will be used only for the purpose of storing of raw material and cooking & serving food for which the allotment is made and not for any other purpose without the written permission of the Institute. **The agency will not be permitted to sublet the mess contract to any other party.**
- 1.22 IIM Shillong is not bound to provide any mode of transport in respect of men or material required by the agency.
- 1.23 Use of plastic tea cups and plastic carry bags is discouraged, and the mess vendor shall use environment-friendly material only for serving coffee, tea and for packing & carrying of food items.
- 1.24 **The agency should make arrangement to promote cashless payment at the mess.**
- 1.25 Any change like the timing of operation etc. will require the permission of the mess committee/ IIM Shillong administration.
- 1.26 All Electric appliances like electric heaters/ovens/ cook tops will not be permitted in the mess unless specifically approved by the Institute for a special purpose like baking etc. Complete cooking will be done on commercial LPG procured by the agency.
- 1.27 Food should also be served to the hostel rooms/dispensary for a sick student in the room as and when required/ordered by the Hostel wardens.
- 1.28 Pest-Control: The agency at all times will keep the cookhouse/dining hall/ washing area / raw material stores free from flies/cockroaches/ mosquitoes/ rats/ objectionable material and other pests. Frequent pest control and scientific pest control measures are required to be adopted by the agency at all times.
- 1.29 Firefighting arrangement provided by the Institute at the start of the contract to be kept serviceable at all times and handed over back to the Institute after finishing of the contract.
- 1.30 **MENU**
Kindly note that operational services shall NOT INCLUDE preparation of menu and any policy matters related to running the mess. All such decision will be the direct responsibility of the Hostel committee though the suggested menu may be taken from time to time (Detail of menu is mentioned in the below-tabulated form)

Items	Standard Menu- for Students
Break Fast	a) Cornflakes with milk (Hot or Cold) b) Fresh Fruits c) Eggs to order (Boiled/Scrambled/Omelette) d) Slices of plain bread (White /Brown) & toasted, Jam, Butter & preservers of Kissan/Amul/ Mothers Dairy . e) Idli-Sambhar or Dosa or Stuffed paratha or Chole Bhature or Vada-Sambhar, Poha, Upma f) Tea/Coffee/Milk-Bournvita/Horlicks/Equivalent as per approval.
Lunch	a) Rice-Plain or Jeera or Biryani or Pulao or Khichdi or equivalent as per approval. b) Roti-Plain Tawa or Tandoori or Naan or Paratha c) Chinese-Chow mein, Manchurian, Pasta (Weekly one/two times) 1 non veg item / (egg curry) 3 times in a week d) Papad or Frymes or French Fries or Pakoda e) Salad- Green Salad/Russian/Pasta f) Pickles (Two Types) g) One Seasonal vegetable dry and One Vegetable with gravy and dal or sambar h) Plain Curd or Raita i) Lassi/Butter Milk/Fruit Shakes – Equivalent j) Sufficient quantity of Fresh Seasonal Fruits of excellent quality/Sweets k) Saunf/Mishri
Evening Tea/Snacks	a) Samosas/Vadas/Kachori/Sandwiches/Paneer Pakodas veg roll, noodles, Idli, Uttapam, bhel puri, pav bhaji should be served with Sauce/Chutney b) Good quality of Tea & Coffee
Dinner	a) Rice-Plain or Jeera or Biryani or Pulao or Equivalent as per approval. b) Roti-Plain Tawa or Tandoori or Naan or Paratha c) Chinese-Chowmin, Pasta (Weekly one/two times) d) 1 Non Veg item (4 days/week (Eggs/Chicken/Mutton/Fish) e) Papad & Pickle f) Salad- Green Salad/Russian/Pasta g) Pickles (Two Types) h) One Seasonal vegetable dry and One Vegetable with gravy and Dal/sambar. i) Plain Curd or Raita j) Sweet Dish (includes Ice-Cream, Pastries) k) Saunf/Mishri

- Tea / Coffee, biscuits, ready-made snack, fried snacks, etc., should be made available between 06:00 am to 11:00 pm in student mess and should be provided in offices on demand as extra item not included in the main menu.
- Roasted dry fruits such as Cashew & Almonds (in Packets) should also be made available between 06:00 am to 11:00 pm in student mess and should be provided in offices on demand.
- Raw cooking materials such as atta, rice, cooking oil, butter, wheat flour, grams, vegetables, etc. have to be of branded quality and will be checked by the mess supervisor & mess committee.

Items	Executive Menu for Faculties/Employees& MDP participants of the Institute
Break Fast	a) Cornflakes with milk (Hot or Cold) b) Fresh fruits c) Eggs to order (Boiled/Scrambled/Omelette) d) Slices of plain bread (White /Brown) & toasted, Jam ,Butter & preservers of Kissan/Amul/ Mothers Dairy/ d) Idli-sambhar or Dosa or Stuffed paratha or Chole Bhaturrey or Vada-Sambhar/Poha/Upma f) Tea/Coffee/Milk-Bournvita/ Horlicks/Equivalent
Lunch	a) Veg Soup-Hot & Sour, Sweet Corn, Clear, Tomato, Mushroom, Vegetable b) Rice-Plain or Jeera or Biryani or Pulao or Equivalent c) Roti-Plain Tawa or Tandoori or Naan or Paratha d) Papad or Frymes or French Fries or Pakoda e) Fried Snacks – Anyone kind. f) Salad- Green Salad/Russian/Sprouts/Continental g) Pickles (Two Types) & Papads h) One Seasonal vegetable dry, One Vegetable with gravy/ One Non-Veg gravy item (Chicken, Mutton, Fish, Prawns, Eggs). i) Dal/Sambhar j) Plain Curd or Raita k) Lassi/Butter Milk/Fruit Shakes – Equivalent l) Sufficient quantity of Fresh Seasonal Fruits of excellent quality. m) Sweet Dish-White Rasgulla/Ice-cream etc n) Sauf/Mishri
Evening Tea/Snacks	a) Samosas/Vadas/Kachori/Sandwiches/Paneer Pakodas should be served with Sauce/Chutney b) Good quality of Tea & Coffee
Dinner	a) Veg Soup-Hot & Sour, Sweet Corn, Clear, Tomato, Mushroom, Vegetable b) Rice-Plain or Jeera or Biryani or Pulao or Equivalent c) Roti-Plain Tawa or Tandoori or Naan or Paratha d) Fried Snack-anyone kind (Frymes/French Fries/Pakoda) e) Papad & Pickle f) Daal-Yellow/Makhani/Tadka g) Salad- Green Salad/Russian/Pasta/ Pickles (Two Types) h) One Seasonal vegetable dry and One Vegetable with gravy. i) One Non-Veg item (Chicken ,Mutton, FisPrawns, Eggs j) Plain Curd or Raita k) Sweet Dish (includes Ice-Cream, Pastries) l) Saunf/Mishri

1.31 The menu as given above is to be served in a manner to satisfy the user's need.

1.32 The food shall be cooked, stored and served under hygienic conditions. The mess vendor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from mess premises as soon as possible. In case of any food related disease to any student, the mess agency will be responsible for remuneration of complete medical expenses.

1.33 The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the students.

- 1.34 The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- 1.35 The mess vendor shall ensure that only hot food is served to the students.
- 1.36 For Lunch and Dinner a variety and freshness must be ensured. The agency has to ensure that drinking water is provided at dining tables regularly.
- 1.37 The detailed daily meal wise menu specifying the dals and vegetables to be served, will be identified in the beginning of each month by Hostel Committee. It will be mandatory for the agency to serve this pre-decided menu. In case of any difficulty in the same mess committee must be informed well in advance.
- 1.38 The agency shall be required to provide khichri or any other alternate diet suitable item for sick residents in lieu of the regular meals on demand.
- 1.39 **The agency will not serve any item that has not been approved by the Hostel Committee before hand.**
- 1.40 All raw material expiry dates will be displayed on a stock board in front of each store category wise. Under no circumstances will any expiry item be used in cooking.
- 1.41 Use of colours / banned items as per industrial practices is prohibited.
- 1.42 Quality of ingredients and other items:

The ingredients used must be of reputed brands. In case of non-availability of the reputed brand, any other brand will be approved by the Hostel Committee before use.

Sl. No	Item	Brand
1.	Salt	Tata, Annapurna, Nature fresh or equivalent brand as per approval.
2.	Spices	MDH, Badshah, Everest or equivalent brand as per approval.
3.	Ketchup	Maggi, Kissan or equivalent brand as per approval.
4.	Oil	Sunflower, Sundrop, Godrej, Saffola, Fortune, Dhara or equivalent brand as per approval. (Use of Hydrogenated Oil-Vanaspati is prohibited)
5.	Pickle	Mother's or Priya or Nilon or MEG or equivalent brand as per approval.
6.	Atta / Besan	Ashirvad, Shaktibhog, Patanjali or equivalent brand as per approval.
7.	Dals	Patanjali, Tata or pro nature equivalent brand as per approval.
8.	Papad	Lijjat / Bhikaji or equivalent brand as per approval.
9.	Butter	Amul, Britannia, Mother Dairy, Saras or equivalent brand as per approval.
10.	Bread	As per approved brand.
11.	Cornflakes	Mohans, Nestle, Baggary's, kelloggs or equivalent brand as per approval.
12.	Jam	Kissan or Maggi or MEG or equivalent brand as per approval.
13.	Ghee	Amul, Mother Dairy, Britannia, Sara or equivalent brand as per approval.
14.	Milk	Saras, Amul, Mother Dairy (Without Water) or equivalent brand as per approval
15.	Paneer	Amul, Saras or equivalent brand as per approval.
16.	Tea	Brook bond, Lipton, Tata, Taaza or equivalent brand as per approval.
17.	Coffee	Nescafe or equivalent brand as per approval.
18.	Ice Cream	Amul, Mother Dairy, Kwalitiy, Havmor or equivalent brand as per approval.

1.43 Service Timings::

- a) Breakfast: 7.30 am to 09.30 am on all days
- b) Lunch: 01.00 pm to 3.00 pm on all days
- c) Evening Tea with Snacks: 5.00 pm to 6.30 pm on all days
- d) Dinner: 8.00 pm to 10.00 pm on all days

Note: The timing stated above is subject to change by the order of IIM Shillong administration/mess committee.

1.44 Hygiene/Turn Out:

The agency shall ensure best hygiene / turn out of his / her employees, failure to do which shall attract penalty per violation.

- a) Approved / prescribed neat and clean properly ironed uniform including apron, gloves and head cover will be worn by all staff at the time they enter the mess.
- b) Short hair.
- c) Regular cutting of nails.
- d) Separate shoes for use in the kitchen/dining area.

1.45 Penalty

- a) Any member of the designated Hostel committee or the Institute can inspect the mess, kitchen or any process without any prior notice to agency. In case of any discrepancy (in terms of quality of food or hygiene) or any case of negligence, appropriate punitive action in terms of financial penalty shall be levied.
- b) Penalty will be imposed by the institute after giving one warning verbal or otherwise to the contractor to explain his part irrespective of the following:
 - Violation of quality parameters of food
 - Failure in providing sufficient quantity
 - Poor hygiene
 - Failure in keeping time schedule
 - Violation of non-brands for articles are being used
 - Non-availability of complaint register
 - Non-availability of Supervisor at Mess Timing
 - Any complaints of insects and/or foreign object (hair, rope, cloth, plastic, etc.) cooked along with food found in any food item
 - Any complaint of stones / pebbles
 - Hard and/or sharp objects like glass pieces, nails, hard plastic etc
 - Food poisoning
 - Three or more complaints of unclean utensils in a day
 - Meal was not cooked properly, Changes in menu of any meal
 - Inappropriate personal hygiene of workers
 - Failure to maintain a proper health check-up of the workers
 - Absence of proprietor or his manager empowered to take decision from mess committee meetings on due invitation

- In case garbage items are found in waste water discharge and they further hamper the functioning of the drainage system/sewage treatment plant.
- Turnout/uniform of employees
- Services non adherence

c) Three (3) Complaints regarding any of the above points will attract a **Financial Penalty** as per the following rates: -

- 1st time- 5% of per day Sale, 2nd time- 8% of per day Sale & 3rd time- 10% of per day Sale).

and in case of further repetition, the Institute can cancel the contract unilaterally without any notice and bank guarantee shall be forfeited.

1.46 Disposal of Waste/Garbage:

- The agency will be responsible for garbage disposal and will ensure proper disposal of the collected waste solid/liquid on a daily basis under his own arrangements. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the campus. It shall be the responsibility of the Agency to segregate and dispose off garbage at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum at his own cost.
- Dust, waste materials shall be collected in proper bins and disposed of immediately. Plastic bags shall be used in all the dust bins in the premises for easy collection and disposal; so that the dust bins are maintained neat & clean and in a hygienic condition. All dust bins will be washed / sanitized at least once in a week.
- The agency shall arrange authorized material plastic bags/trolleys/transportation arrangements etc for disposal of waste material/garbage, malba, minor building rubbish, earth, etc., to be disposed off beyond the premises up to authorized Municipal dumping yard/ground etc. at its own cost.
- The agency shall ensure collection of dry leaves, unwanted weeds, dead animals and insects, etc. lying in Mess Area for disposal.
- It shall be the responsibility of the contractor or his deployed personnel to dispose of garbage, accumulated during the operation of this contract, as per rules and regulations of the Corporation, at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The contractor shall ensure that garbage should never be kept overnight in the campus.

2 **ELIGIBILITY CRITERIA:**

2.1 The agency should be a Registered and Licensed vendor i.e FSSAI licensed in the line of hospitality/catering business. Documents/Certificates issued from appropriate authorities should be enclosed to support this.

2.2 The agency should have ISO-22000:2005 or ISO 9001: 2015 Certification. (desirable)

2.3 The bidder should have sufficient/ adequate Infrastructure, manpower and financial strength to undertake the contract.

2.4 The bidder should have branch / registered office preferably in Shillong.

2.5 The agency must have an Average Annual Turnover of Rs. 1 crore or more (Rupees One crore or more) during last three (3) financial years i.e. 2018-19, 2019-20 and 2020-21 in the line of hospitality/catering/Hotel/Restaurant business. The agency must submit a duly signed certificate with membership number from Chartered Accountant (CA) clearly showing financial turnover year-wise. The agency should also attach a copy of Profit loss statement & balance sheet of last three financial years ended on 31 March 2021 i.e. FY 2018-19, 2019-20 and 2020-21 certified by a Chartered accountant.

2.6 The agency should have a minimum continuous three (3) years of experience in providing hospitality/catering/ Hotel/Restaurant services as on 31 March 2021. The agency should have executed similar works with Government Institute /Organization, Autonomous Bodies, PSU, Large/Reputed Private Institute /Organization and Educational Institutes like IIMs, IITs, NITs and/or Other Central Universities. During these three years, it should have worked for a minimum of three organizations and preferably 01(one) of them should be academic Institute (IIMs, IITs, NITs and other central universities).

2.7 The bidder should have not been debarred/black listed/should have not been terminated/ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions, CFTIs etc. during past five years from the last date of submission of bids. (Declaration is to be submitted)

2.8 The Agency should have Labour license, Trading License issued by KHADC Trading License, EPF, ESIC, GST and PAN card for their existing business.

3. EARNEST MONEY DEPOSIT (EMD)

- 3.1 The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted.
- 3.2 The EMD shall be in Indian Rupees only. No interest will be payable to the bidders on the amount of the EMD.
- 3.3 The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.
- 3.4 Refund of EMD: The EMD will be refunded without any interest to the unsuccessful Bidders only after the Tenders are finalized.

4.0 ONLINE BIDS SUBMISSION:

The Online bids (complete in all respect) must be uploaded online in two covers as explained below:

COVER – 1 (TECHNICAL BID)			
(Following documents to be provided as single PDF file)			
Sr. No.	Documents	Content	File Types
1.	Technical Bid	Technical Bid As per Annexure - I	.PDF
2.		Proof of Tender Processing Fee and EMD.	.PDF
3.		All Supporting Documents as per Annexure- I	.PDF
4.		Tender Acceptance Letter as per Annexure-II	.PDF
5.		Brief profile of the Agency as per Annexure-III.	.PDF
6.		Copy of ISO-22000:2005 or ISO 9001: 2015 Certificate.	.PDF
7.		Copy of Appropriate documents/certificates issued from appropriate authorities of FSSAI.	.PDF

8.	Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.	.PDF
9.	Copy of GST, ESIC, EPF certificates, KHADC Trading License, Labour licence	.PDF
10.	Valid document in support of Registered/ Branch office at Shillong, If Applicable.	.PDF
11.	Copy of profit loss statement & balance sheet of Last Three Financial Years.	.PDF
12.	Detail of Experience as per Annexure-IV, along with the copy of work order and completion / performance certificates.	.PDF
13.	Self-Declaration about Non Black Listing as per Annexure-V.	.PDF
14.	Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.	.PDF
15.	All other documents, as required in terms of the tender, to claim eligibility.	.PDF

Note: Institute may ask the vendor to submit any other certificate/document as it may deem fit.

COVER – 2 FINANCIAL BID (PRICE-BID)

Sr. No.	Types	Content	File Types
1.	Financial Bid	Price Bid in given format BOQ only.	.xls

- (i) The Financial Bid (Price Bid) shall be submitted in electronic form only in conformity with the tender specifications on the portal only by the time & date as specified in NIT.
- (ii) The financial cover shall contain price bid in the enclosed "Price Bid format" i.e. in BOQ format. Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Institute in any circumstances.
- (iii) Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.
- (iv) The bidders are advised to quote their rates in Indian Rupees (INR) only excluding GST
- (v) The Financial Bids of only those firms qualifying the technical evaluation will be considered.

5.0 BID OPENING & EVALUATION

- 5.1 Bids will be opened as per schedule in presence of Tender Opening Committee.
- 5.2 The Technical bid will be first opened and evaluated. In the primary screening, technical bid of only those who satisfy the eligibility criteria will be evaluated.
- 5.3 The Financial bid of only those bidders whose technical bid is found to be technically responsive by the Committee will be opened. The Financial bids of ineligible bidders will not be opened.
- 5.4 Selection of successful bidder: The evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between the partial amount and the total amount, or between word and figures the former will prevail. IIM Shillong will use Cost Evaluation under Combined Quality Cum Cost Based System (CQCCBS), the technical proposals will be allotted weightage of 70 while the financial proposals will be allotted weightages of 30. Proposals with the lowest cost may be given a financial score of 30 and other proposals given financial scores that are proportional to lowest bid. Total score, both technical (70 marks

maximum) and financial (30 marks maximum), shall be obtained by weighing the quality and cost scores and adding them up.

Table 1: Technical Evaluation Criteria

Sl. No.	Particulars	Max Marks
1	Vendor Profile (No. of Staff, location of the vendor i.e city etc., Overall Proposal of the bidder)	15
2	Relevance and nature of past experience: Experience of IIMs/IITs/NITs/Central universities.	5
3	Total Experience in Hospitality/Catering/Hotel/Restaurant service (In Years). - 9 and above - 25 Marks - 6 to < 9 - 20 Marks - 4 to < 6 - 15 Marks - 3 to < 4 - 10 Marks	25
4	Average Annual Turnover (last three Financial Years i.e. 2018-19 to 2020-21: - Rs 5 Cr.and above. - 25 Marks - Rs 3 Cr.to < Rs. 5 Cr. - 20 Marks - Rs. 2 Cr. to < Rs. 3Cr. - 15 Marks - Rs. 1 Cr. to < Rs. 2 Cr. - 10 Marks	25
	Total	70

The following formula will be used to evaluate the overall ranking of the qualified tenders.

Overall Score = Score of Technical Bid + (Lowest Financial Bid x 30 / Price of Financial Bid)

6.5 Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.

6.6 The institute reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.

6.7 The bidders may depute their authorized representatives to remain present during the bid opening process subject to submission of valid authorization letter in the name of the representative to attend the bid opening process.

7. AWARD OF CONTRACT

7.1 The Institute reserves the right to award or not to award the contract.

7.2 The Successful Bidder should accept the offer within 7 days from the date of "Letter of Intent", failing which the offer will be cancelled.

- 7.3 In case the successful bidder backing out before actual award or execution of agreement or declines the offer of contract, for whatsoever reason(s), IIM Shillong will have right to forfeit the EMD.
- 7.4 IIM Shillong reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.

8. TERMS OF CONTRACT

- 8.1 Period of Contract: Contract period will be initially for two years. This period may be extended by another one year extension on same rate and terms & conditions subject to the satisfactory performance. In case of performance of the agency in one part or the entire contract is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender, then that part or the entire contract shall be terminated even before the scheduled time by giving advance notice of one month to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Bank Guarantee shall be absolutely forfeited.
- 8.2 The quoted rates shall remain firm throughout the tenure of the contract including extension period and no revision is permissible for any reason.
- 8.3 Exit Clause: The contract can be terminated by giving one-month notice period by the Institute and three-month notice by the contractor. However, in any instant contract will be terminated if service of the vendor will not found satisfactory.
- 8.4 LOCK IN PERIOD: Upon signing the contract there will be a mandatory minimum lock in period of 6 (six) months else PBG will stand forfeited. The agency may have an option to give 3 month exit notice after the end of 3rd month.
- 8.5 Contract Agreement: The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 100/- (One hundred only). IIM Shillong reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.
- 8.6 Sub-Contracting: The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.
- 8.7 The contractor and his employees shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations.
- 8.8 Misconduct: The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees to the Institute. All the employees should be police verified.
- 8.9 The persons employed by the contractor will be the employees of the contractor and the IIM Shillong shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against IIM Shillong and the personnel employed by the contractor shall have no right whatsoever to claim employment or other rights from the IIM Shillong.
- 8.10 There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted. An undertaking to this effect on firm letterhead should be attached.
- 8.11 None of the employees of the contractor shall enter into any kind of private work within the campus of IIM Shillong. Non-compliance with this provision will be deemed to be violative of the contract inviting penal action/cancellation of contract.

- 8.12 The staff employed by the contractor will not join any union of the IIM SHILLONG nor shall they make any claim on service or other matter. They shall also not form any union associated with the IIM Shillong and shall have absolutely no claim to subscribe or for election in any of the unions of the IIM Shillong
- 8.13 The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of IIM Shillong / Govt. of India / any State or any Union Territory.
- 8.14 Sale or consumption of alcohol/ liquor/ tobacco or any contraband substances is banned in the campus. If the agency or employees of the agency is found with possession of these items the contract will stand cancelled and PBG will be forfeited.
- 8.15 The staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law/rules/regulations. A record of this will be maintained by the Contractor.
- 8.16 The contractor shall maintain record of major/minor incidents on daily basis and report the same to the Institute in this regard. The Agency will also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/criminal activities happening in the campus. The contractor shall also be responsible to lodge complaints with police authorities in such instances and take follow-up action for recovery of lost material/equipment.
- 8.17 The contractor will have to register all his employees who will be working in the hostel premises along with a copy of their photographs, residential details for clearance by IIM Shillong along with police verification certificate.
- 8.18 The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to IIM Shillong and shall indemnify IIM Shillong against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which IIM Shillong may party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
- 8.19 IIM Shillong will not provide any residential space for accommodation to the Agency. The agency has to make its own arrangement for the residential accommodation to the deployed staff.
- 8.20 Taxes, Labour Laws and Other Regulations:
- 8.20.1 The contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.
- 8.20.2 The contractor is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.
- 8.20.3 The contractor shall fully comply with all applicable laws, and regulations relating to P.F. Act, ESI Act, Bonus Act, Minimum Wages Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Migrant Labour Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Food Safety and Standards Authority of India (FSSAI), central, states, Municipal and local governmental agency or authority.
- 8.20.4 The Contractor shall be responsible for proper maintenance of all registers, records and accounts as far as it relates to compliance of any statutory provisions/ obligations. The contractor shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned.
- 8.20.5 The contractor shall be responsible and liable for all the claims of his employees. The salary of Vendor's employees is to be credited in the bank A/c of the employees by the vendor on**

or before 7th of the succeeding month and proof of the same is to be submitted along with the bill. The payment of salary of the employee should not be linked to the payment of bills of the vendor i.e. the vendor should pro- actively pay the monthly salary and then only submit the bills to the institute with proof of payments and other statutory compliances.

- 8.20.6 The contractor would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
- 8.20.7 The contractor shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
- 8.20.8 The contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Laws, Explosive Act, Workmen compensation Act etc. and shall keep the Institute indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws. The contractor shall not employ child labour. Payment to workers must be according to Minimum Wages Act.
- 8.21 Interpretation: All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.
- 8.22 In addition to the prescribed manpower, whenever required, contractor has to provide additional manpower and/or equipment at the rates quoted in the tender.
- 8.23 Safety and Security: Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.
- 8.24 Work at Risk and Cost: The institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.
- 8.25 FORCE MAJURE: If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of IIM Shillong as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.
- 8.26 The agency will have to start its service as per the communicated schedule via LOI/ Date mentioned in agreement else the EMD/ PBG will stand forfeited.
- 8.27 In case of any disputes on execution of the work during the period of contract, the decision of the Director, IIM Shillong shall be binding and final, agreeable in full by both the parties. Any legal disputes shall be subject to Shillong jurisdiction.

9 PERFORMANCE SECURITY

- 9.1 The successful bidder is required to furnish 3% of Annual Estimated Contract value as security deposit in the form of Performance Bank Guarantee as per Annexure-VI within 10 days from the date of LOI and it would be returned on successful completion of the contract. (300 Effective Days to be considered in a Year for derivation of Estimated Value)**
- 9.2 Earnest Money Deposit of the Bidder whose offer is accepted will be held by the Institute till the time the Bank Guarantee is not received.
- 9.3 Earnest Money Deposit shall be forfeited, if bidder fails to furnish Performance Security in accordance with the terms and conditions of the tender.
- 9.4 In case of breach of contract, performance security shall be forfeited and the agency shall be blacklisted for such period as decided by the competent authority in addition to termination of the contract.

10 PAYMENTS TERMS

- 10.1 Bill shall be raised on monthly basis and submit the same in the succeeding month for payment with proof of salary of the employees. IIM Shillong will normally settle the bill within 15 days from the receipt of the bill.
- 10.2 The payment under this agreement shall be made on satisfactory completion of job contract services, through NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues / claims of the IIM SHILLONG.
- 10.3 Bill to be drawn in the name of Indian Institute of Management Shillong.
- 10.4 No advance payment will be made to the agency under any circumstances.
- 10.5 TDS/ Income Tax etc. are to be deducted at source from the bills of service provider as per rule.

11 GENERAL TERMS & CONDITIONS

- 11.1 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a Bidder implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done.
- 11.2 Any act on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- 11.3 In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the Tender, will not be considered.
- 11.4 Canvassing/marketing /offering promotional services etc. in any form whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the Agency/ Firm / Company who resort to canvassing will be liable for rejection without any further reference.
- 11.5 IIM SHILLONG reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
- 11.6 IIM Shillong reserves the right to modify, expand, change, alter, restrict, scrap, retender or cancel the Tender at any stage without assigning any reason whatsoever.

- 11.7 IIM Shillong reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any enquiry after submission of the quotation will not be entertained.
- 11.8 The decision of Competent Authority, IIM Shillong will be final in all matters relating to the empanelment and binding. Indian Institute of Management Shillong reserves the right to reject any application without assigning any reason.
- 11.9 In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be referred to the Sole Arbitrator to be appointed by the Director, IIM Shillong and the award of the Sole Arbitrator will be binding on both the parties. Further, any legal dispute arising out of any breach of contract pertaining to this empanelment shall be settled in the court of competent jurisdiction located within the local limits of Shillong, Meghalaya.

Important Special Note

Bidders in their own interest and at their cost are advised to visit, inspect and examine the site / campus and its surroundings and satisfy themselves including prevailing rules, regulations/ directions of the local authorities/ State Government, that may be necessary for preparing the bid and execution of the contract, before submitting their Bids in respect of the Site Conditions including access to the site, availability of land, water, power and other facilities, Source and extent of availability of suitable materials including water etc. and labour, including but not restricted to any other conditions which may influence or affect the work or cost thereof under the contract. No extra charges consequent upon lack of any information/ knowledge and understanding shall be entertained or payable by the Institute. The bidders should note that information, if any, with regard to the site and local conditions, as contained in this Bid document has been given merely to assist the bidders and is not warranted complete in all respects. The bidder should ascertain all other information pertaining to and needed for the work including information regarding the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract. All the temporary services/arrangements shall be made by Contractor at no extra cost to Institute.

Sd/-
Chief Administrative Officer
Indian Institute of Management Shillong

Name, Signature and Seal of Authorized Signatory of Bidder.

PART-I (TECHNICAL BID)**ANNEXURE-I**

(To be submitted on the letterhead of the bidder)

Tender for : MESS AND CATERING SERVICES AT IIM Shillong	
Tender Ref. NO:	dated:
Name of the Bidder:	
Correspondence Address:	
Tel/Mob No.:	
Email Id:	
Contact Person Name:	
Mobile No (Contact Person):	

Copies of all supporting documents duly signed and stamped by the bidder in support of below particulars must be attached along with this checklist

Sr. No.	Particulars	Details/ Compliance (Y/N)	If Submitted, Mention Page No.		Remarks
			From	To	
1.	Details of Tender Fee and EMD:				
	EMD				
	Amount:				
	Rs. 3,00,000/-				
	UTR/ Transaction No.				
	Dated:				
	Bank :				
	Proof of EMD submitted.				
2.	Tender Acceptance Letter As per Annexure – II				
3.	Brief profile of the Agency/Firm. As per Annexure – III				
4.	The agency should have ISO-22000:2005 or ISO 9001: 2015 Certification. copy of certificates to be attached.				
5.	The agency should be a registered and licensed vendor i.e FSSAI licensed in the similar line of business covered under this tender. Valid Document/certificate issued from appropriate authorities of FSSAI should be enclosed to support this.				
6.	Copy of Permanent Account Number (PAN)				

7.	Copy of GST, EPF, ESIC, Trading License by KHADC, FSSAI License				
8.	Valid document in support of Registered/ Branch				
Sr. No.	Particulars	Details/ Compliance (Y/N)	If Submitted, Mention Page No.		Remarks
			From	To	
9.	Details of Bidder's Annual Turnover Specifically in Similar Services for last three Financial years. (Minimum Average Annual turnover of Rs. 1 crores during last three financial years i.e. 2021-22, 2022-23, 2023-24 for a similar line of business) FY 2021-22 Rs _____ FY 2022-23: Rs _____ FY 2023-24: Rs _____ (Audited) (Copies of profit loss statement/ balance sheet certified by a Chartered accountant to be attached)				
10.	Details of work experience (as per Annexure-IV) in support of Experience related eligibility criteria. (Minimum continuous three years of experience in providing a similar type of services as on 31 March 2021. During these three years, it should have worked for a minimum of three organizations out of which preferably 01(one) of them should be academic Institute. (IIMs, IITs, NITs or other Central Universities) Letter of award of contract / work order along with Satisfactory completion certificate / performance certificate in this regard issued from Government institute /organization, Autonomous Bodies, PSU, Large/Reputed Private Sector institute /organization and Educational Institutes like IIMs, IITs etc must also be attached along with Annexure-IV.				
11.	Self-Declaration About Non Black-Listing (as per Annexure-V)				
12.	Duly signed and stamped of the entire tender document along with its addendum/corrigendum, if any				
13.	All other documents, as required in terms of the tender, to claim eligibility.				

Declaration

I/we.....(Name of the Authorized Representative of Bidder) of.....(Name of the bidder) do hereby declare that the entries made here are true to the best of my/our knowledge. I/We hereby agree to abide by all terms and conditions laid down in tender document.

Place & Date:

(Name & signature with stamp of the bidder)

TENDER ACCEPTANCE LETTER

(On the letter head of the Agency)

To

Date:

Chief Administrative Officer,
Indian Institute of Management Shillong
Umsawli, Shillong 792018
Meghalaya

Sub: Acceptance of Terms & Conditions of tender for 'MESS AND CATERING SERVICES AT IIM Shillong'
vide Tender' Ref. No: dt

Dear Sir,

I/We have downloaded / obtained the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely as per your notice given in the above mentioned website(s).

1. I/We hereby certify that I / we have read the entire terms and conditions of the tender document (including all documents like annexure(s), schedule(s), etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization with this tender has also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
4. No employee or direct relation of any employee of IIM Shillong is in any way connected as Partner/Shareholder/Director/Advisor/Consultant/Employee etc. with the Agency / Firm / Company.
5. I/We certify that all information and data furnished and attachments submitted with the application by our Agency / Firm / Company are true & correct.
6. I/We are aware that if any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject our bid or terminate our empanelment contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/ Performance Security absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

BRIEF PROFILE OF THE AGENCY

(To be submitted on the letterhead of the bidder)

1. Name of the Agency (In Block Letters)	::
2. Registered Office Address (with telephone no. & email address)	::
3. Address of Shillong Office, If Any (with telephone no. & email address)	::
4. Status of the organization Proprietary/Partnership/Pvt. Ltd./Public Ltd. Company	::
5. Year of incorporation /constitution of agency	::
6. Registration No./Trade License No. issued by KHADC	::
7. PAN No.	::
8. GST No.	::
9. Authorized Signatory Details	:: Name: _____ Designation: _____ Mobile No: _____ Email: _____
10. Details of Contact Person Other than Authorized Signatory:	:: Name: _____ Designation: _____ Mobile No: _____ Email: _____
11. Bank Details	:: Beneficiary Name: _____ Account No: _____ Bank Name: _____ Branch: _____ IFSC Code: _____ MICR No.: _____ Type of Account: (Saving/Current) _____
12. Total No. of Year of Similar Experience	::

13. Website, if any	::
14. Details of Infrastructure available at Shillong, :: If Applicable	
15. Name of the cities where Agency / Firm / :: Company is having branches	
16. Total number of employees	:: No. of Managers (Hotel Management):_____ No. of Managers (Other):_____ No. of Supervisor (Hotel Management):_____ No. of Supervisor (Other):_____ No. of Chef (Hotel Management):_____ No. of Chef (Other):_____ No of Assistant Chef:_____ No of other supporting staff:_____
17. Annual Business turnover for last three financial years, duly certified by a Chartered Accountant FY 2020-21:_____ FY 2019-20:_____ FY 2018-19:_____	
18. Whether the Agency faced any litigation :: with any organization earlier, if yes, kindly furnish the same with name of the organization and brief details of litigation.	
19. Any other information	::
Registration and Other Statutory document details: The agency should possess all statutory requirement including labour License, Food License, PF, ESIC, etc. (details to be attached) 1. PF Registration No. :: 2. ESI Registration No. :: 3. Labour Licence No. of existing business :: 4. FSSAI License No:	

Verification:

The details furnished in the application are true and correct to the best of my/our knowledge and that in case of furnishing any false information or suppression of any material information. The application shall be liable to be rejected besides initiation of panel proceedings by IIM Shillong if it deems fit.

Signature of authorized signatory

Name:

Seal:

DETAILS OF EXPERIENCE

(To be submitted on the letterhead of the bidder)

Sr. No	Name of the organization/ Institute where goods /services were provided with Name of Contact Person, Contact No. & email id.	Value of the contract per annum in INR	Duration of contract		Total years of experience (YY/MM)	Whether it is academic institute (Yes/No)	Copy of contract along with the performance report (Yes/No)
			From (DD/ MM/ YYYY)	To (DD/ MM/ YYY Y)			
1.							
2.							
3.							
4.							
5.							

Note: Bidder may add row / rows in the above format, if No of organizations / Institutions are more.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

SELF-DECLARATION ABOUT NON BLACK-LISTING

(To be submitted on the letterhead of the bidder)

To

Date:

Chief Administrative Officer,
Indian Institute of Management Shillong
Umsawli, Shillong 793018

Subject: Self Declaration About Non Black-Listing for "MESS AND CATERING SERVICES AT IIM Shillong"
vide Tender' Ref. No. dt:

Sir,

In response to tender under reference, I/ We hereby declare that presently our Agency / Firm / Company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our agency/ firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations in last five years from the last date of submission of bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD / Performance Security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)

PART-II: FINANCIAL BID (FORMAT)

To be filled online

1. The bidders should download the BOQ.xls from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BOQ in .xls format. The Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
2. The Financial bid (price bid) i.e Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the <https://eprocure.gov.in/eprocure/app> which can be seen by all bidders who participated in the tender.
3. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
4. A sample BOQ is placed herewith in excel sheet format.
5. If any column is not applicable, keep the sheet as it is or quote '0'. The BOQ is in excel sheet, as such only number will be taken calculable.

Signature of Tenderer_____

Name _____

Business Address _____

Date: _____

Sample Financial Bid

Tender Inviting Authority: Director, IIM Shillong							
Name of Work: Mess and Catering service at IIM Shillong Nongthymmai Campus and/or Umsawli Campus.							
Contract No:							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR	BASIC RATE (Excluding GST) In Figures To be entered by the Bidder in Rs.	TOTAL AMOUNT (Excluding GST) col (7) = (3) x (5) in Rs.	TOTAL AMOUNT in Words
1	2	3	4	5	6	7	8
1	Description of Mess and Catering Services						
1.01	Standard category (Inclusive of Breakfast, Lunch, Evening snacks and Dinner) ((Rate per head per day all inclusive (excluding GST) (At Umsawli and Nongthymmai Campus)	1.00	per head	INR		0.00	
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

Detail of items (tentative) which shall be handed over to the agency during the execution of the contract (Nongthymmai Campus).

Following is a list of kitchen equipment's available with the Institute at its Campus in Mayurbhanj complex, Nongthymmai, Shillong 793014

Description	Quantity
Idly Steamer 54 Idly Capacity	1
Atta Kneading Machine 20Kg Capacity	1
Potato Peeler, Medium Capacity	1
Heavy Duty Mixer 5Kg Capacity	1
Wet Grinder-5litre Capacity	1
Food Warmer brain marine-8 vessels 12' litres Capacity	2
Salamander Bread Toaster Heavy Duty	1
Deep Freezer	1
Toaster Machine (Commercial medium size)	1
Celfrost Professional (Refrigerator)	1
Dosa Plate	1

Detail of items (tentative) which shall be handed over to the agency during the execution of the contract (Umsawli Campus).

Following is the list of kitchen equipment's available with the Institute at its Campus in Umsawli, Shillong 793018.

Description	Quantity
Microwave	2
Salamander (wall mounted)	1
Dosa Plate	1
Indian high pressure burners set of 2 with water taps	3
Chinese Burner with jetter	2
Vegetable washer	1
Tandoor	1
Industrial Deep freezer	4
Industrial Fridge	4
Sink with jetter-	5
Handwash Sink-	2
Double Thawing Sink with SS table	1
Rice Steamer	1
Robo Coupe	2
Industrial Mixer-Grinder	2
Potato Peeler	1
Dough Maker	1
Chopping board	15
Chopping board sanitizer	2
Weighing scale (Big)	2
Weighing scale (small)	2
Water purifier & dispenser	1
Chopping ss table with bottom storage shelves	2
Working table with bottom shelves	8
Trolley- SS	16
Masala tray	3
Food warmer cabinet	1

INTEGRITY PACT

To,

The Intending Bidders,

.....,

.....

Sub: NIT No. for the work
“ _____ ”

Dear Sir,

It is hereby declared that IIM, Shillong is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the bidder will stand disqualified from the bidding process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIM, Shillong.

Yours faithfully

Sd/-

Chief Administrative Officer

IIM Shillong.

INTEGRITY PACT

To,
The Director,
IIM, Shillong

Sub: Submission of tender / Bid for the “ _____ ”

Dear Sir,

I/We acknowledge that IIM, Shillong is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender / Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender/bid documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIM, Shillong. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIM, Shillong shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the bid/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder along with Name and Designation)

This document has to be on the Letter Head of the Vendor / Bidder.

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIM.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... day of2025

BETWEEN

IIM Shillong represented through **Chief Administrative Officer** (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
through.....(Hereinafter referred to as the (Details of duly
authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or
context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. **.) (hereinafter referred to as "**Tender/Bid**")
and intends to award, under laid down organizational procedure, contract
"
" hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner will endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief

Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner will have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 60 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Bidder.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all he partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)
WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated: