



भारतीय प्रौद्योगिकी  
संस्थान जम्मू  
INDIAN INSTITUTE OF  
TECHNOLOGY JAMMU

विद्याधनं सर्वधनं प्रधानम्

**EOI DOCUMENT  
FOR  
“PROVIDING MESS SERVICES AT IIT JAMMU”**

निविदा संदर्भ सं / EOI Enquiry No: IITJMU/SW/SP-06/2025-26

दिनांक / Dated: 08/05/2025

EOI Document can be downloaded from following websites:

[ePublishing System, Government of India](#)

<https://www.iitjammu.ac.in/tender/active>

भारतीय प्रौद्योगिकी संस्थान जम्मू  
Indian Institute of Technology Jammu  
जगती, पोस्ट नगरोटा, रा.रा.-44  
Jagti, PO Nagrota, NH-44,  
जम्मू – 181221, जम्मू एवं कश्मीर, भारत  
Jammu - 181 221, J&K, India  
[ar.sw@iitjammu.ac.in](mailto:ar.sw@iitjammu.ac.in)  
[procurement@iitjammu.ac.in](mailto:procurement@iitjammu.ac.in)

## NOTICE INVITING EOI

1. Indian Institute of Technology Jammu invites EOI for “Providing mess services at IIT Jammu on rate contract at “fixed cost basis”.
2. The contract will be **initially for a period of one year** which may be extended on year-to-year basis on the same terms & conditions by Indian Institute of Technology Jammu (IIT JAMMU) depending on satisfactory performance of the vendor/contractor/service provider.
3. IIT Jammu is having Five Messes at Jagti campus, one at Paloura campus. IIT Jammu reserves the right to award one or more mess to separate Bidder(s)
4. At present, IIT Jammu is having around 1200 enrolled resident students, **however the institute does not commit any specific number of students for particular Mess**. Students will be allowed to choose the Mess, at specific intervals, based on the quality of service provided by the specific Mess vendor
5. The details of the EOI are given below: CRITICAL DATE SHEET

Type	EOI																
Date of Issue/Publishing	08/05/2025 (1400 Hrs)																
Document Download/Sale Start Date	08/05/2025 (1400 Hrs)																
Document Download/Sale End Date	29/05/2025 (1400 Hrs)																
Last Date and Time for Uploading of Bids	29/05/2025 (1400 Hrs)																
Last Date and Time for receipt of Queries	15/05/2025 (1400 Hrs)																
Date & Time of Opening of Technical Bids	30/05/2025 (1400 Hrs)																
EMD	<p>Rs. 1287000/- (Rupees Twelve Lakh Eighty Seven Thousand Only)</p> <p>Bank Details:</p> <table border="1"><tr><td>Bank Name:</td><td>YES Bank</td></tr><tr><td>Bank Branch:</td><td>Jammu</td></tr><tr><td>Account Holder:</td><td>Indian Institute of Technology Jammu</td></tr><tr><td>Bank Account No:</td><td>009094600000750</td></tr><tr><td>Swift Code:</td><td>YESBINBB</td></tr><tr><td>MICR Code:</td><td>180532002</td></tr><tr><td>Branch Code:</td><td>000090</td></tr><tr><td>Bank IFSC Code:</td><td>YESB0000090</td></tr></table>	Bank Name:	YES Bank	Bank Branch:	Jammu	Account Holder:	Indian Institute of Technology Jammu	Bank Account No:	009094600000750	Swift Code:	YESBINBB	MICR Code:	180532002	Branch Code:	000090	Bank IFSC Code:	YESB0000090
Bank Name:	YES Bank																
Bank Branch:	Jammu																
Account Holder:	Indian Institute of Technology Jammu																
Bank Account No:	009094600000750																
Swift Code:	YESBINBB																
MICR Code:	180532002																
Branch Code:	000090																
Bank IFSC Code:	YESB0000090																
Performance Security Deposit (PSD)	3% of the contract value in favor of “IIT JAMMU” Rs. 19,30,500/- (Within 14 Days after Issue of Work Order to Successful Bidder)																
Bid Validity	120 Days (From the last date of Bids Submission)																
Email Address	<a href="mailto:procurement@iitjammu.ac.in">procurement@iitjammu.ac.in</a> <a href="mailto:ar.sw@iitjammu.ac.in">ar.sw@iitjammu.ac.in</a>																

6. Corrigendum, if any will be notified on CPPP (e-publishing portal) and Institute's website (for reference only).
7. The eligibility criteria, Evaluation procedure and Special Instructions to the bidders of the EOI are mentioned in Section A of this document.
8. The General terms and conditions for providing services are mentioned in Section B of the EOI document.
9. The Scope of Work, Operational Norms and Conditions of the contract are mentioned in Section C of the EOI document.
10. The bidders may visit and inspect the site of operations if the need be before Closing Date & time of Online Bid submission.
11. Document Download: The Non-transferable bidding documents for 'Providing Mess services at IIT Jammu' on fixed rate contract, may be downloaded from CPPP Site <https://eprocure.gov.in/epublish/app> and Institute's website i.e., [www.iitjammu.ac.in](http://www.iitjammu.ac.in) (for reference only)
12. Not more than one bid shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s), director(s) are common) be allowed to bid for the same contract as separate competitors. A breach of this condition will render the bids of both parties liable for rejection.
13. Bidder who has downloaded the EOI from the Institute's website i.e. [www.iitjammu.ac.in](http://www.iitjammu.ac.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/epublish/app> shall not tamper/modify the bid document including fixed cost bid Performa (Form IX). In case if the same found tampered/modified in any manner, bid will be completely rejected and Vendor/Caterer is liable to be banned from doing business with IIT JAMMU.
14. Intending service providers are advised to visit Institute website i.e. [www.iitjammu.ac.in](http://www.iitjammu.ac.in) and CPPP (e-publishing portal) website <https://eprocure.gov.in/epublish/app> regularly till closing date of submission of EOI for any corrigendum/addendum/ amendment.

#### 15. PREPARATION AND SUBMISSION OF APPLICATION

- 15.1 Bidders are required to submit both the bids (Technical and Financial) duly signed by the owner or his/her Authorized Signatory should be submitted in two separate sealed envelopes as described below:
  - (a) Envelope 1: containing Technical BID in Annexure-I (Section- A) duly completed in all respects along with all relevant documents, duly signed and stamped by Authorized Signatory on each page of Technical bid and relevant documents and should be super-scribed in bold letters with the statements - 'TECHNICAL BID AGAINST EXPRESSION OF INTEREST (EOI) FOR PROVIDING MESS SERVICES ON FIXED COST BASIS AT IIT JAMMU.

- (b) Envelope 2: containing the duly signed FIXED COST BID PERFORMA (FORM- IX) and should be super-scribed in bold letters with the statements - 'DULY SIGNED FINANCIAL PERFORMA AGAINST EXPRESSION OF INTEREST (EOI) FOR PROVIDING MESS SERVICES ON FIXED COST BASIS AT IIT JAMMU.
- (c) Finally, the above-mentioned envelopes should be kept in a single sealed cover/envelop super scribed in bold letters with the statements - EXPRESSION OF INTEREST (EOI) FOR PROVIDING MESS SERVICES ON FIXED COST BASIS AT IIT JAMMU and to be submitted at: Procurement Section, Indian Institute of Technology Jammu, Jagti, NH-44, Nagrota Jammu- 1801221

16. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such case. If any particulars/query is not applicable in the case of the bidder, it should be stated as not applicable. However, the bidders are cautioned that giving the information in unclear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the bid being summarily disqualified.
17. The bidder is advised to enclose any additional information, which he/she thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls it for.
18. Every page of the bid must be endorsed with seal and signature by the competent person.
19. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he/she is signing as
  - 19.1. A sole proprietor of the firm or constituted attorney of sole proprietor
  - 19.2. A partner of the firm, in which case he/she must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
  - 19.3. Constituted attorney of the firm provided that
    - 19.3.1. In case of 24.2 above, a copy of the partnership agreement of general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
    - 19.3.2. In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the EOI offer and every partner of the firm should sign all other related documents.
    - 19.3.3. A person signing the EOI or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he/she has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for

all Cost and damages arising from the cancellation of the contract including any loss which the Institute may have on account of execution of contract / intended contract.

20. At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment. The amendments may be notified through the CPPP e-publishing Portal <https://eprocure.gov.in/epublish/app> and Institute's website i.e. [www.iitjammu.ac.in](http://www.iitjammu.ac.in).
21. The EOI shall remain valid for 120 days from the EOI publishing date.
22. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the EOI. The Institute reserves the right to reject such bids in which conditions of rebate are stipulated, without assigning any reason thereof.
23. The bidders, having represented the organization, should have the required professional skills, and personnel and technical resources, to provide the services on the terms and conditions set forth in this EOI document. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Institute.
24. The bidder is expected to examine all instructions, forms, terms and conditions (specifications) in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Bids not complying with EOI conditions and not conforming to EOI specifications will result in the rejection of its bid without seeking any clarification.
25. All corrections(s) and alternation(s) in the entries of EOI document papers shall be signed in full by the vendor with date. No erasure or over-writing is permissible.
26. Canvassing in connection with EOI is strictly prohibited and Bids submitted by the vendor who resort to canvassing shall be liable for rejection.
27. Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:
  - 27.1. Any conditional bid.
  - 27.2. The mess meal rate has been fixed by the institute @ Rs. 162/- **(Inclusive of GST)** per student per day with the menu detailed in this EOI.

**Note: To discourage deliberate underquoting or overpricing to bag the contract, the bids of those bidders quoting less/higher than Rs. 162/- (Inclusive of GST) per day will be treated as unresponsive.**

28. Award of contract:

- 28.1. The institute will award the contract to the bidder(s) whose bid has been determined to be substantially responsive as described in the Evaluation Procedure (Section A, Sl. No. 2).

- 28.2. Notwithstanding the above, the institute reserves the right to accept or reject any and to cancel the bidding process and reject all the quotations at any time prior to the award of contract.
- 28.3. The bidder(s) whose bid is accepted will be notified for the award of the contract by the Institute prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the contract.
- 28.4. Within 14 (fourteen) days of the receipt of the notification of the award of the contract from the institute, the successful bidder shall furnish Performance Bank Guarantee. **Bank Guarantee:** Successful Bidders shall submit a refundable interest free Bank Guarantee of from a scheduled nationalized bank to IIT JAMMU. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.) Failure to comply with the above said requirement shall constitute sufficient grounds for the annulment of the award.
- 28.5. The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the EOI, besides the invitation notice as well as formal agreement, all of which shall finally form the contractual obligations to be adhered to and performed by the bidder and non- performance of any of such obligations shall make the bidder liable for all consequential effects.
- 28.6. The Institute shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs, charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.
- 28.7. The successful bidder(s) shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) or of the value as may be applicable at the time and commence the work within 01 (one) month from the date of award.

## SECTION A

### 1. Eligibility Criteria:

- 1.1. The applicant should have relevant License(s) to run catering services from concerned Govt. authorities.
- 1.2. The applicant should be in a Mess services business in institutions for a minimum period of three years as on 31 Dec 2024.
- 1.3. Experience of having successfully run the services of similar nature of work during the last three years as on 31 Dec 2024 (similar nature of work means the running of the hostel mess of educational institutions for a period not less than 1 year and capacity of 500 students or more). To this effect bidder should submit copies of respective contracts.
- 1.4. Bidder should have successfully completed at least three contracts of minimum one year duration for providing catering services in the last three years as on 31 Dec 2024 for capacity of 500 students or more. To this effect bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number, type and quality of services) i.e. satisfactory completion /performance report.
- 1.5. The bidder's average annual financial gross turnover in catering services in the last three financial years, i.e., 2021-22, 2022-23 and 2023-24 (duly certified by the CA) should not be less than Rs. 3.00 crore. Moreover, the firm/company should not be a loss-making company in two of the last three years.
- 1.6. Financial Solvency Certificate - The bidder should have a solvency of Rs. 25.00 lakh (Rupees Twenty- Five Lakh only). A certificate to this effect is to be enclosed from the banker).
- 1.7. Relationship of key managerial positions (owner/promoters/directors) of the contractor/bidder with key managerial positions of IIT Jammu will debar the contractor/bidder(s) from EOI. A non-relationship certificate (refer Form IV) must be submitted along with bid.
- 1.8. If any bidder/contractor(s) fails to meet any of the above eligibility criteria, he/she will be disqualified.

### 2. Evaluation Procedure:

- 2.1. The evaluation of scrutinized bids will be done based on the technical evaluation followed with offline (in-person) presentation at IIT Jammu.

- 2.2. The received bids will be scrutinized on the basis of documents submitted as mentioned Annexure – I (Section A), by the committee constituted by the Institute.
- 2.3. The Technical Bid of eligible bidder as per Annexure I Section A, will be evaluated by as per the procedure described below:
  - 2.3.1. On the basis of the technical bid along with valid supporting documents, the Committee will evaluate the bids who comply with all the criteria and score a minimum of 50% marks for the criteria as described in Annexure-II (Section A)
- 2.4. On the basis of technical evaluation and presentation, the committee will consider the highest scorer bidder (H1) for award of contract.
- 2.5. IIT Jammu reserves the right to allocate different mess to difference vendors as well as number of diners (students) to different bidders.
- 2.6. IIT Jammu reserves its right to select or reject any or all of the bids mentioned above without assigning any reasons.
- 2.7. Technical Bid: should contain following documents/information:
  - 2.7.1. **A) EMD** (if applicable): The Bidder should submit an EMD in the form of NEFT/RTGS from any of the Commercial Banks in the name of “Indian Institute of Technology Jammu” payable at Jammu. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful Bidders after the award of contract. NSIC / MSE registered bidders must submit a copy of valid NSIC / MSME Registration Certificate for exemption of EMD. **B) Refund of EMD:** The EMD will be returned to unsuccessful vendors only after the EOJ are finalized. In case of a successful vendor, it will be retained till the successful and complete installation of the equipment.
  - 2.7.2. Bid submission Performa as per **Form –I**
  - 2.7.3. Checklist as per **Form -II** consisting of following details: Name (As per Registration Certificate), correspondence address, telephone number and fax number/E-mail id of the bidder and other details such as Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Registration No., PAN, GST Registration No. & RPFCE/ESIC No. & other required valid licenses).
    - 2.7.3.1. Complete details of the company/firm indicating the name(s) of the owner(s) and staff members as supporting document.

- 2.7.3.2. The earlier name and the reason thereof, in case the company/firm ever changed its name any time.
- 2.7.4. List of past clients indicating the value of the contract & duration of the contract, in addition to List of present clients' along with the contract value & commencement date as per **Form - III**.
  - 2.7.4.1. List of the contract(s) and reasons thereof, in case the company ever required to suspend catering services for a period of more than 03 months continuously after the commencement of catering services.
  - 2.7.4.2. List of the contract(s) and reasons thereof, in case the company ever required to leave the awarded contract incomplete.
- 2.7.5. Non relation certificate as per **Form - IV**.
- 2.7.6. Bid Security Declaration as per **Form - V**.
- 2.7.7. CA certified Turnover Certificate for the last three financial Years i.e. 2021-22, 2022-23 and 2023-24 (**Form - VI**).
- 2.7.8. Non-Black listing, non-Debarring declaration as per **Form - VII**.
- 2.7.9. Land Border Clause declaration as per **Form - VIII**.
- 2.8. Tie-Breaker: In case if there is a tie in the marks obtained by the bidders, the merit shall be determined in the following orders. If it is decided by point "2.8.1" onwards, the evaluation will be completed and so on.
  - 2.8.1. Average Annual Turnover
  - 2.8.2. Number of years in operation.
  - 2.8.3. Have satisfactorily completed or executed Institutional mess services contracts in any one IITs/AIIMS/NITs/IIMs/CU and other Govt. Higher education institute during the period of FY 2021-22 to FY 2023-24)
  - 2.8.4. Mess service contracts currently operational by bidder (as on 31 Dec 2024) in any one of IITs/AIIMS/NITs/IIMs/CU and other Govt. Higher education institute

### Annexure- I (Section A)

<b>Sr. No.</b>	<b>Parameters</b>	<b>Mandatory Requirement (Specify Yes/NO with Page No.)</b>
1.	Bidder should have successfully completed at least three contracts of minimum one year duration for providing catering services in the last three years as on 31 Dec 2024. To this effect bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number, type and quality of services) i.e. Satisfactory completion /performance report.	
2.	The bidder's average annual financial gross turnover in catering services in the last three financial years, i.e., 2021-22 to 2023-24 (duly certified by the CA) should not be less than Rs. 3.00 crore. (Form - VI)	
3.	Financial Solvency Certificate- (The bidder should have a Solvency of Rs. 25.00 lakh (Rupees Twenty Five Lakh Only).	
4.	Bid Submission Performa (Form - I) Checklist (Form - II) List of Past/Present client (Form - III) Non relation certificate(Form - IV) Security Declaration (Form - V) Non Black listing/Non-Debarring declaration (Form - VII) Land Border Clause declaration (Form - VIII)	

## Annexure – II (Section A)

Sl. No.	Parameters	Total Marks =100
1.	<p>Average annual financial gross turnover for 2021-22, 2022-23, 2023-24 (as per Form -VI)</p> <p>(i) Less than 3.00 Crore: NIL</p> <p>(ii) 03 Crore to less than 06 Crore: 10 Marks</p> <p>(iii) 06 Crore to less than 09 Crore: 15 Marks</p> <p>(iv) 09 Crore to less than 12 Crore: 20 Marks</p> <p>(iv) 12 Crore and above: 25 Marks (CA certified Turnover)</p>	Maximum Marks 25
2.	<p>Number of years in operation (<i>As per Date of Incorporation/Certificate of Registration</i>)</p> <p>(i) Less than 03 Years: NIL</p> <p>(ii) 03 Years to less than 05 years: 10 Marks</p> <p>(iii) 05 Years to less than 07 years: 20 Marks</p> <p>(iv) More than 07 years: 25 Marks</p>	Maximum Marks 25
3.	<p>Financial Solvency Certificate - (The bidder should have a solvency of Rs. 25.00 lakh (Rupees Twenty-Five Lakh Only). A certificate to this effect may be enclosed from the banker.</p> <p>One mark for each additional Rs. 50 Lakh</p> <p>Minimum requirement of Rs. 25.00 Lakh.</p>	Maximum Marks 05
4.	<p>Bidder should have satisfactorily completed or executed Institutional mess services contracts in any IITs/AIIMS/NITs/IIMs/CU and other Govt. Higher education institute during the period of 01 Jan 2021 to 31 Dec 2024</p> <ul style="list-style-type: none"><li>● 5 Marks per institute per year (max 15 marks)</li></ul> <p>Performance certificate or similar document from the concern institute authority to be submitted.</p>	Maximum Marks 15

<p>5.</p>	<p>Detailed Presentation about Mess Operations at Present sites and proposal for IIT JAMMU, from Bidders qualified as per Annexure –I (Section A), including following aspects but not limited to:</p> <ul style="list-style-type: none"> <li>• Worker (not counting supervisors/managers) to Student Ratio maintained at present operating site, certified by the authorities on the letter head of the institute.</li> <li>• Worker (not counting supervisors/managers) to Student Ratio Proposed for IIT Jammu</li> <li>• Proposed system of handling complaints/ feedbacks/ suggestions by the Manager/ supervisor at the site for IIT Jammu</li> <li>• System of handling complaints/ feedbacks/ suggestions by the Manager/ supervisor used at present/past operating sites certified by the authorities on the letter head of the institute</li> <li>• Record-keeping and database system for registered users, leave data, add-on events/ conferences/ workshops/ summer-courses used at present/past operating sites certified by the authorities on the letter head of the institute</li> <li>• Record-keeping and database system for registered users, leave data, add-on events/ conferences/ workshops/ summer-courses Proposed for IIT Jammu</li> <li>• Number of Management Staff with role responsibility, experience and qualification who will be Physically Available at Site. (Proposed for IIT JAMMU)</li> <li>• Technological add on (App based food booking)</li> <li>• Waste management and Disposal (at Present sites and Proposed for IIT JAMMU)</li> <li>• Mechanism for Compliance of labor laws maintained at present sites used at present/past operating sites certified by the authorities on the letter head of the institute.</li> <li>• Details in Form – X</li> </ul>	<p>Maximum Marks 30</p>
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## DEFINITIONS (SECTION – B)

### 1. GENERAL TERMS AND CONDITIONS FOR SERVICES

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

**1.1 CONTRACT:**

Shall mean a written CONTRACT signed between IIT JAMMU and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

**1.2 IIT JAMMU:**

Shall mean Indian Institute of Technology JAMMU, India and shall include its legal representatives, successors and permitted assignees.

**1.3 SITE:**

Shall mean the place in which the operations/services are to be carried out or places approved by IIT JAMMU for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site. At present, IIT Jammu is operating five messes at Jagti campus, in addition to one mess each at Jagti and Paloura campus at reserve. IIT Jammu reserves the right to award the contract for one Mess or more Mess

**1.4 IIT JAMMU'S REPRESENTATIVE:**

Shall mean the person or the persons appointed by IIT JAMMU from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

**1.5 CONTRACTOR:**

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by IIT JAMMU and shall include its authorized representatives, successors and permitted assignees.

**1.6 CONTRACTOR'S REPRESENTATIVE:**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the IIT JAMMU as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.7 CONTRACT PRICE:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by IIT JAMMU and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on IIT JAMMU for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by IIT JAMMU.

**1.8 DAY:**

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

**1.9 SERVICE:**

Shall mean and include cited services (Mess catering) which CONTRACTOR is required to provide to the IIT JAMMU for/under the CONTRACT and amendments thereto.

**1.10 INSPECTORS:**

Shall mean any person or outside Agency nominated by IIT JAMMU to inspect documents in the CONTRACT stage-wise as well as final as per the terms of the CONTRACT.

**1.11 FACILITY:**

Shall mean all property of the IIT JAMMU owned or hired by IIT JAMMU.

**1.12 THIRD PARTY:**

Shall mean any group, person or persons who may be engaged by IIT JAMMU in activity associated with the work/service specified but who shall remain at an arm's length from the work/service and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

**1.13 APPROVAL:**

Shall mean and include the written consent duly signed by IIT JAMMU or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT.

**1.14 SINGULAR/ PLURAL WORDS:**

Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

**1.15 GROSS NEGLIGENCE:**

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

**1.16 WILLFUL MISCONDUCT:**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

**2. DURATION OF THE CONTRACT:**

The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period by Indian Institute of Technology JAMMU depending on requirement of the Institute and performance of the vendor/contractor/service provider.

**3. NOTICES AND ADDRESSES:**

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All

such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

CONTRACTOR'S REGISTERED OFFICE AND ADDRESS  -----  -----  -----	<b>Registrar</b> <b>Indian Institute of Technology Jammu</b> Jagti, NH-44, PO Nagrota Jammu - 181 221 J&K, India Tel.: 0191-25703
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#### 4. DUTIES AND POWER /AUTHORITY:

4.1 The duties and authorities of IIT JAMMU's representative are to act on behalf of the Institute for:

- (i) Overall supervision, co-ordination and Management
- (ii) Proper utilization of the services.
- (iii) Commenting/ countersigning on reports made by the Contractor's representative at site in respect of services, receipts, etc. after satisfying himself/herself with the facts of the respective cases.
- (iv) The Institute representative shall have the authority, but not any obligation at all times and any time to inspect/test/examine/ verify any service(s), tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work at any point of time. Hence, the overall responsibility of quality of services shall rest solely with the CONTRACTOR.
- (v) Each and every document emerging from service in support of any claim by the contractor has to have the counter signature/ comments of IIT JAMMU's representative without which no claim will be entertained by IIT JAMMU.

4.2 CONTRACTOR's REPRESENTATIVE:

- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- (ii) He shall liaise with IIT JAMMU's representative for effective co-ordination and timely execution of the required services.

#### 5. PENALTY POINTS

*Penalties for violation or rules, terms and conditions*

As and when Mess Council IIT Jammu proposes a fine, they will inform the representative of the Contractor, and the fine will be imposed by the Institute on recommendation of the Mess Council IIT Jammu. The Contractor shall be fined for not adhering to the agreed terms as per the following rules:

- 5.1 Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- on the Contractor.
- 5.2 Each instance of not generating a bill for a transaction, would invite a fine of Rs.2000/-.

- 5.3 Each instance of complaint of an insect/foreign object cooked along with food or found in food item would invite a fine of Rs.10,000/- on the Contractor.
- 5.4 Three or more complaints within a two-week period of insects and/or foreign object cooked along with food or found in any food item would invite a fine of Rs. 20,000/- on the Contractor.
- 5.5 Each instance of complaint of a foreign object ex nail, plastic etc. that is deemed dangerous by the Mess Council IIT Jammu would invite a fine of Rs.20, 000/- on the Contractor.
- 5.6 Three or more complaints of unclean or smell utensils/hygiene failure in within a two-week period would lead to a fine of Rs.10, 000/- on the Contractor.
- 5.7 If Mess Council IIT Jammu agrees that certain meal was not cooked properly then a fine of Rs. 5,000/- would be imposed on the Contractor.
- 5.8 If food for any meal gets over within timings of mess and/or waiting time is more than 15 minutes for lunch or dinner, and 10 minutes for breakfast or tea, then a fine of Rs. 5,000/- would be imposed on the Contractor. The timings for that meal will be extended equivalent to delay time.
- 5.9 Any Changes/Deviation in menu of any meal without permission of Mess Council IIT Jammu would result in a fine of Rs. 5,000/- on the Contractor.
- 5.10 The quality of milk served must satisfy the highest standards of purity. It should have 3- 4% fat content or as recommended by Mess Council. Inappropriate quality and dilution of milk shall attract a penalty of Rs. 10,000/-.
- 5.11 Each instance of unprofessional behavior (lack of personal hygiene of staff, consumption of prohibited substances, smoking, spitting of Gutkha/Pan Masala etc., misbehavior by workers, maintaining unclean utensils etc. as determined by the Mess Council IIT Jammu etc.) will lead to fine of Rs. 5,000/- on Contractor.
- 5.12 Any instance of mixing of Veg and Non-Veg food, either during preparation or serving will attract a fine of Rs. 10,000/-.
- 5.13 Any violation of Green Office directives (related to act of harming the eco-friendly drive at the Institute) shall attract penalty of Rs. 2,000/-. Similarly, any improper disposal or dumping of waste, including dumping solid waste in drains shall attract penalty of Rs. 5,000/-.
- 5.14 Use of disposables without prior permission of Mess Council IIT Jammu - would invite a fine of Rs. 2000/- on the Contractor.
- 5.15 Mess staff members are not allowed to use any part of the mess premises for any other purpose. Mess staff members are not allowed to sleep in the mess premises at any time. Each instance of violation will lead to a fine of Rs. 5,000/- on the Contractor.
- 5.16 Failure to maintain a proper health checkup of the workers or deputing the non-Vaccinated staff for Covid 19 or violation of Covid 19 instruction/SoP/ Guideline may attract a fine of Rs 20000.00
- 5.17 Not maintaining records of walk-in customers would invite a fine of Rs. 2000/-

- 5.18 Absence of proprietor or his representative empowered to take decision from Mess Council IIT Jammu meetings on due invitation (which will be held approximately once every month) will attract a fine of Rs. 10,000/- on Contractor.
- 5.19 No stale (not fresh, items used in a meal) items should be found in a mess after 08 hours of its preparation, if found, would invite a fine of Rs 5000.00
- 5.20 Non-Uses of butter paper to keep fried items would invite a fine of Rs 5000.00
- 5.21 Unavailability of items mentioned in the menu without any prior notice would invite a fine of Rs 5000.00
- 5.22 Using of brands not mentioned in the contract or without prior permission and/or adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Mess Council IIT Jammu.
- 5.23 Non-compliance of decided composition of ingredients for dish by Mess Council would attract a penalty of Rs 5000.00
- 5.24 Any failure/delay in remitting the monthly Infrastructural/Convenience Charges by the due date would attract penalty as decided by the Mess Council IIT Jammu.
- 5.25 Closure of Night Canteen without permission/approval of the Institute will attract the penalty of Rs 2000/-
- 5.26 Non-Functioning of any Mess Add-on services (mentioned in Form - X) for more than three days will attract the penalty of Rs 5000/-
- 5.27 For any rules stated in the agreement,
- a) First violation of the rule implies fine as per the rule. However, in exceptional cases where the nature of violation is of serious nature, the Mess Council IIT Jammu may propose higher fines than those indicated above.
  - b) Second and subsequent violations of the same rule within 30 days of previous fine will 50% added in the initial amount of fine on the Contractor.
  - c) If any of the above rules are violated 10 times within one quarter (taken as a total) the Contractor would be liable for automatic disqualification, and the contract may be terminated. However, this is not the only criteria for termination. The Institute reserves the right to terminate the contract at any time, considering the frequency and seriousness of the violations.

## **6. CONTRACT DOCUMENT:**

### **6.1 Governing Language:**

*The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.*

## 6.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between IIT JAMMU and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

## 6.3 Modification in Contract:

All modifications leading to changes in the CONTRACT with respect to technical and/or financial aspects, including terms of delivery, shall be considered valid only when accepted in writing by IIT JAMMU by issuing amendment to the CONTRACT. IIT JAMMU shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

## 6.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of IIT JAMMU, sublet/SUB- CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

## 6.5 Waivers and Amendments:

- a) Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- b) Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the directives to be furnished by IIT JAMMU which may be amended from time to time by reasonable modifications as IIT JAMMU sees fit.

## 7. TERMS OF PAYMENT

- 7.1 IIT JAMMU shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work, Operational Norms and Conditions (Section C), as per the price Schedule (Section D). The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.
- 7.2 All Bills along with relevant supporting documents shall be submitted to Assistant Registrar (Student Affairs), IIT JAMMU.
- 7.3 Invoices with original supporting documents duly countersigned by IIT JAMMU's representative wherever applicable will be submitted on monthly basis by the CONTRACTOR

to IIT JAMMU and payment shall be made within 15 (fifteen) calendar days from the date of receipt of clean invoice at the above office.

The original invoice should also accompany the following documents/details:

1) Along with first invoice:

Following documents / details should be invariably furnished along with the first invoice:

- a) Copy of valid Registration certificate under the GST rules.
- b) Particulars required for making payments through Cheque/RTGS/NEFT, in accordance with the clause on 'MODE OF PAYMENT' of bid document.
- c) Mobile No.
- d) E-mail ID (If any)

2) Periodical / Monthly payment:

- a) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST registration number, Service Classification, Rate and amount of GST shown separately).
- b) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract. Wage Sheet, EPF, ESI and NEFT transfer details.

7.4 In the event of any dispute in a portion or whole of any invoice, IIT JAMMU shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

## **8. CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:**

### **8.1 Claims:**

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, and services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of IIT JAMMU. IIT JAMMU may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's services, labour, materials and services under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

### **8.2 Notice of Claims:**

CONTRACTOR or IIT JAMMU, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

### **8.3 Taxes:**

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including. Corporate and personal taxes levied or imposed on the CONTRACTOR on account of payments received by it from IIT JAMMU for the work done under this CONTRACT. The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, vendors, consultants etc. on account of payment received under this CONTRACT.

It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

The GST invoices should invariably contain the following particulars:

- (i) Name, Address and the Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
- (ii) Name and Address of the Service Receiver (Address of IIT JAMMU).
- (iii) Description, Classification and Value of taxable service and the amount of applicable tax separately indicating Education Cess and Secondary & Higher Education Cess, wherever applicable)

#### 8.4 Corporate Taxes:

8.4.1 The CONTRACTOR shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time. The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by IIT JAMMU for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT.

8.4.2 Tax shall be deducted at source by IIT JAMMU from all sums due to the Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

8.4.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, it is required to furnish his Permanent Account Number (PAN) which is mandatory to the person responsible for deducting tax at source.

8.4.4 For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, IIT JAMMU shall not take any responsibility whether financial or otherwise.

For lapses, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, IIT JAMMU shall not take any responsibility whether financial or otherwise.

## 9 PERFORMANCE:

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all- reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of IIT JAMMU and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 3 days upon the receipt of written notice from IIT JAMMU to improve their

performance failing which IIT JAMMU may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) day's written notice.

#### **10 PERFORMANCE BOND:**

The CONTRACTOR shall furnish to IIT JAMMU within 14 days from the date of Award of contract, Performance Guarantee in the form of Demand Draft or online transfer for the period specified in the bid document/ Notification of Award towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement or in the event of termination of the contract under provisions of this contract and /or in respect of any amount due from the CONTRACTOR to IIT JAMMU, IIT JAMMU shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to IIT JAMMU on demand.

#### **11 DISCIPLINE:**

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and shall abide by and conform to all rules and regulations promulgated by IIT JAMMU governing the operations. Should IIT JAMMU feel that the conduct of any of CONTRACTOR or contractor's employees is detrimental to IIT JAMMU's interest, IIT JAMMU shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by competent qualified person at CONTRACTOR's cost.

#### **12 SAFETY AND LABOUR LAWS:**

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by IIT JAMMU shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking or consumption of alcohol/any other prohibited substance shall be permitted while on duty by any of contractor's personnel in IIT JAMMU premises or during work hours.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

#### **13 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER**

All contracts involving deployment of Contractor's manpower within IIT JAMMU's premises the Contractor shall submit the following documents to IIT JAMMU prior to start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the personal proposed to be deployed by their firm at IIT JAMMU is/are impeccable.
- (ii) Undertaking from the Contractor that their firm has scrutinized the previous working of the person(s) proposed to be deployed by them at IIT JAMMU and there is nothing adverse as regards his/her character and antecedent.

- (iii) The Medical report of the worker
- (iv) Complete Covid 19 Vaccination certificate
- (v) Police verification

**14 SECRECY:**

CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by IIT JAMMU, divulge or grant access to any information about the work. CONTRACTOR shall not also destroy any report, note or any other document to the operation/ work required by IIT JAMMU. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

**15 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.

**16 INSURANCE:**

- a. CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. IIT JAMMU will have no liability on this account.
- b. Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish IIT JAMMU with of insurance indicating (1) kinds and amounts of insurance as required herein (2) effective and expiry dates of policies (3) that IIT JAMMU shall be given thirty (30) days written advance notice of any material change in the policy (4) waiver of subrogation endorsement has been attached to all policies and (5) the territorial limits of all policies. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be affected within Insurance Company incorporated and registered in India.
- c. Deductible: - That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.
- d. CONTRACTOR shall require to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

**17 INDEMNITY AGREEMENT:**

**17.1 Indemnity by Contractor:**

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified IIT JAMMU, (other than the CONTRACTOR) and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses(including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments' and fines/penalty arising out of or

in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

- a) Personal injury, illness or death of:
  - i) Any of CONTRACTOR or CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of IIT JAMMU);
  - ii) Subject to clause 17.1 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel; and
  - iii) Loss or damage to: any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subject to clause any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel.

## **18 TERMINATION**

### **18.1 Termination on expiry of the Contract**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless IIT JAMMU has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

### **18.2 Termination on account of Force Majeure**

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 23 (Section B).

### **18.3 Termination on Account of Insolvency**

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then IIT JAMMU shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

### **18.4 Termination for Unsatisfactory Performance**

If IIT JAMMU considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, IIT JAMMU shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. IIT JAMMU shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by IIT JAMMU.

### **18.5 Termination for delay in Mobilization**

Successful bidder shall be required to mobilize specified services in the line with the Work order (WO)/Rate Contract (RC) along with crew (only manpower) for commencement of services at IIT JAMMU site within a maximum of 15 (fifteen) days (as specified in scope of work or elsewhere in contract) from the date of WO/RC. If the CONTRACTOR (successful bidder) fails to mobilize as above, IIT JAMMU shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

## 18.6 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of IIT JAMMU to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this agreement that reasonably require some action or forbearance after such termination.

In case of termination of Contract herein set forth, except under 18.1 and 18.2, and / or annulment of the contract due to non-submission of Performance Guarantee and following actions shall be taken against the Contractor:

IIT JAMMU shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be Black listed for a period of two years from the date of the order for putting the Contractor on holiday listing is issued.

Pending completion of the enquiry process for putting the Contractor on holiday listing, IIT JAMMU shall neither issue any EOI enquiry to the defaulting contractor nor shall consider their offer in any ongoing EOI.

## 19. DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES (LD)

- a. CONTRACTOR shall mobilize and deploy the required services as per the Contract so as to commence the services at the specified site (s) within a maximum of 15 days from the date of Rate Contract /Work Order.
- b. If the CONTRACTOR fails to mobilize and deploy the required services and / or fails to commence the operations within the period specified in sub clause (a) above, IIT JAMMU shall have, without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.
- c. If the contractor is unable to commence the operations within the period specified in sub clause (a) above, it may request IIT JAMMU for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, IIT JAMMU may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to Rs. 10,000/- , for each week of delay or part thereof, subject to a maximum of Rs. 50,000/- per month. The parties agree that the sum specified above is not a penalty but a genuine pre- estimate of the loss/damage which will be suffered by IIT JAMMU on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

## 20. SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

## **21. CHANGE IN LAW:**

- 21.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by IIT JAMMU subject to the production of documentary proof to the satisfaction of IITJAMMU to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by IIT JAMMU.
- 21.2 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, IIT JAMMU will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, IIT JAMMU will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side. Notwithstanding the provision contained in clause 21.1 above, IIT JAMMU shall not bear any type of tax.

## **22. LIABILITY OF THE GOVERNMENT OF INDIA:-**

It is expressly understood and agreed by and between the CONTRACTOR and IIT JAMMU that IIT JAMMU is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that IIT JAMMU is an independent entity with power and authority to enter into CONTRACTs solely in its behalf under the applicable laws of India and general principles of CONTRACT Law. The CONTRACTOR expressly agrees, acknowledges and understands that IIT JAMMU is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this CONTRACT and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT.

## **23. FORCE MAJEURE:**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely IIT JAMMU and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IIT JAMMU shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

**24. JURISDICTION AND APPLICABLE LAW:**

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Jammu.

**25. CONTINUANCE OF THE CONTRACT:**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

**26. INTERPRETATION:**

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

**27. ENTIRE AGREEMENT:**

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of CONTRACTOR and IIT JAMMU.

**28. INDEPENDENT CONTRACTOR STATUS:**

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

**29. LIMITATION OF LIABILITY:**

Notwithstanding any other provisions, except only in cases of willful misconduct and /or criminal acts,

- a) Neither the Contractor nor the Institute (IIT JAMMU) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Institute and

- b) Contractor shall indemnify and keep indemnified IIT JAMMU harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (a) above.

## SECTION C

### SCOPE OF WORK, OPERATIONAL NORMS AND CONDITIONS

- 1) The Contractor shall not make any addition, variation or alteration in the IIT JAMMU premises or any part thereof.
- 2) The specified premises for operation of mess services shall be used only for the purpose of operation of catering services, namely breakfast, lunch, and dinner for the students, employees, guest of the Institute and for no other purpose/business. The contractor shall not reside and shall not permit anybody else in the mess premises.
- 3) The Institute shall provide to the Contractor kitchen equipment, furniture, fittings etc. and the Contractor will execute a proper receipt in favour of the Institute in respect of all such articles given by the Institute.
- 4) The Institute shall provide necessary equipment/apparatus in serviceable condition and the Contractor is obligated to return the same to the Institute in good serviceable condition at the expiry of term of the contract. Any damages caused thereof, shall be borne by the Contractor on revocation/termination of the Agreement.
- 5) The Kitchen equipment etc. set out here in above shall be carefully maintained by the Contractor at his own cost and any damage arising there due to improper, negligent use shall be reimbursed by the Contractor to the Institute.
- 6) Mess Council IIT Jammu shall oversee the overall functioning of the dining halls. The Mess Council IIT Jammu Consists of nominated students, staff and faculty of IIT JAMMU and decisions taken by the said council for issues with regard to the mess shall be final and abiding by the contractor.
- 7) The list of existing kitchen equipment and utensils provided at each of the dining halls is available with the Mess Council of IIT JAMMU. If contractor required additional utensils/kitchen equipment, it may be provided on recommendation of Mess Council IIT Jammu at the sole discretion of the Institute.
- 8) The Contractor shall render, at the end of every three months an account of kitchen equipment, furniture, fittings etc. given to him by the Institute and Mess Council IIT Jammu /any officer duly authorized by the Institute shall have the right to inspect and check such kitchen equipment, utensils, furniture, and fittings etc. at any time.
- 9) The Contractor shall not have the right to remove/carry any item/equipment supplied by the Institute outside the Institute premises either for the purpose of repairs or otherwise without the express permission in writing from the Mess Council IIT Jammu.
- 10) The Institute will not be responsible for the materials of the Contractor kept in the premises and it will be the responsibility of the Contractor to keep watch on his premises and Institute will not be responsible in any way for loss or damage.
  - a. The monthly menu and any other requirements/ provisions will be decided in consultation and agreement with the Mess Council IIT Jammu. The Institute at its sole discretion, reserves the right to regulate, limit or eliminate the sale of extra food items (if any) provided by the Contractor.

- b. The Institute reserves the right to cancel one lunch or one dinner in a week, or (alternatively). If the lunch/ dinner is cancelled, the caterer cannot bill that particular meal to the Institute. However, in lieu of the cancelled meal, the caterer is allowed to run the mess in cafeteria mode to offer a few special items on payment basis to any customer.
- 11) Interested bidders can visit the premises after contacting Student Affairs Office, IIT JAMMU to see layout of kitchen and dining areas.
  - 12) Cost of cooking gas shall be borne by the Contractor.
  - 13) The Contractor shall not part with possession of the said premises or any part thereof or allows anyone else to use the same for any business or purpose whatsoever. The contractor shall not make any addition, variation or alteration in the said premises or any part thereof.
  - 14) The Contractor shall be responsible to follow all statutes, laws, by-laws, norms and rules (set by local, state and central governments and the Institute from time to time) for storage and handling of food products and cooking material (including hazardous and / or inflammable or combustible goods or substances or articles). The Contractor is obligated to keep themselves informed of any changes in the above laws, norms, rules and statutes and the Institute will not bear any responsibility for this.
  - 15) The Contractor shall make repairs to any damage of any kind whatsoever caused to the said premises or any part thereof or to any other part of the Institute Campus including road and infrastructure of said building on account of any act or omission either of the Contractor or any of his employees or any of the Contractor's visitors irrespective of whether the damage caused is willful or accidental.
  - 16) The Contractor shall remove himself/herself from the said premises with all his/her belongings and leave it entirely vacant within 7 days on revocation or termination of the license, but subject to what is stated here in above.
  - 17) The Contractor shall observe all Municipal and Government Regulations in force from time to time in relation to the use of the said business and be responsible for any violation of any such rules.
  - 18) The Contractor shall not become a cause of nuisance or annoyance in any way either to the Institute or to other occupants of the building in the campus and it is agreed that the decision of the Institute whether the Contractor has caused nuisance or annoyance shall be final and conclusive and the Contractor shall not question or challenge the said decision of the Institute.
  - 19) The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.
  - 20) The Contractor shall use weighing balance, weights and / or measures which have been verified by comparison with the standard weights or measures and stamped in accordance with the provisions of the Weights and Measures Act, 1932 as amended from time to time.
  - 21) The Contractor must have the appropriate licenses such as FSSAI, Food Safety license, Registration, Commercial Tax License and any other such Government license/permits mandated/required by the government and local authorities for operating such a venture. The contractor shall make these details available to IIT JAMMU. The contractor shall abide by all the terms of the license permits issued to the Contractor.

- 22) The Contractor will take appropriate safety measures including against outbreak of fire and will be held responsible in case of such an incident occurring.
- 23) The Contractor will not sell any alcoholic beverages/cigarettes/or any other prohibited substance nor permit any person to bring it from outside for the purpose of drinking/ smoking / unauthorized items / products/ prohibited substance (s) along with other food articles, which may be sold. The Contractor shall also ensure that his/her employees do not consume any prohibited substance and Gutkha/pan masala and similar items at the Institute premises.
- 24) The Contractor shall comply with all the provisions of the Employees State Insurance Act, 1948, the Employees Provident Funds Act, 1952, the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules there under, Minimum Wages Act (Central) and any other Acts/ Rules that may be applicable to him/her from time to time and he/she shall keep the Institute indemnified against all liabilities and responsibilities for the Contractor's non- compliance of the provisions of the said Acts, and schemes and in particular, laws governing employer- employee relations in respect of the staff engaged by the Contractor.
- 25) The Contractor shall maintain records and registers and submits returns and shall pay contributions in accordance with the said Acts in respect of the employees employed by him for the above purpose.
- 26) In case of Death/Insanity/Insolvency or any kind of condition wherein the Contractor puts himself where he/she is not able to run the business, his legal heirs or authorized person may operate/provide the contracted services till the expiry of the original contracted period at the sole discretion of IIT JAMMU.
- 27) The permission granted to the Contractor shall not create any tenancy or proprietary rights or any other interest in the IIT JAMMU premises, which shall continue to be in the exclusive ownership, control and possession of IIT JAMMU; but gives a mere license to use the said premises subject to what is stated here in above.
- 28) It is agreed that the Contractor shall not assign or part with and / or transfer their interest under the Agreement signed.
- 29) The relationship between IIT JAMMU and the Contractor is on a principal to principal basis and nothing in this Agreement creates, or should be construed to create, a relationship of a partnership or a joint venture or an association of persons or an owner and an agent between the two parties.
- 30) The Institute shall through the period of the signed agreement have full control over the said premises and every part thereof. The Institute shall act through its Estate Officer or any other officer duly authorized in his behalf in connection with the said agreement or anything to be done there under.
- 31) In the event of the Contractor being involved in any litigation or dispute arising out of' any act or omission on the part of the Contractor. It is agreed that the Contractor shall indemnify and save harmless the Institute against all losses, claims, damages and costs incurred by the Institute.

- 32) IIT JAMMU will not be principal employer to any dispute between the Contractor and their employees/ agents/ users. If the Institute is still involved and incurs expenditure in any such legal proceedings, the Institute will recover the same from the Contractor.
- 33) The contractor shall not throw any refuse or garbage or any dirt at any location inside or outside the Institute campus. Waste composting machines are installed in the institute. Vendor has to carry the waste on his own to the designated site where these machines are placed. Further, the Contractor shall ensure that there is no use of disposables in regular catering. However, in exceptional circumstances, if it becomes necessary, only environment friendly disposables are to be used, but with prior permission of Mess Council IIT Jammu and officials of the Mess.
- 34) The Contractor shall maintain the mess premises, furniture, utensils, crockery and cutlery in clean and hygienic condition to the satisfaction of the Mess Council IIT Jammu. The decision of the Mess Council IIT Jammu in this respect shall be final. Housekeeping/ Sanitary equipment and consumables will be the responsibility of the Contractor.
- 35) The Contractor shall not do or omit to do any act, which may invalidate or in any way affect the issuance on the Institute's said property or which may render the Institute's liability to pay extra or excess insurance premium.
- 36) The Contractor shall allow the Institute, its employees, students or authorized agents at all times to enter upon and to view the said premises and the condition thereof. The plan for housekeeping of the mess premises should be approved by the Mess council/Mess Manager, IIT Jammu. It is expected that there should be at least two appropriately trained employees dedicated for housekeeping work present at all times to take care of cleanliness and hygiene at dining halls and kitchen area and these will not include staff engaged in any other activity including washing of utensils.
- 37) All possible measures must be taken up to ensure hygiene in the kitchen and dining halls. These include the provision of ample Liquid soap for hand wash at basins, hand gloves and caps for mess workers and other measures as advised by Mess Manager, IIT Jammu.
- 38) The Contractor shall keep the said premises in a proper manner and the Institute shall from time to time carry out the necessary repairs and minor maintenance work of civil and electrical nature in consultation with the Mess Manager, IIT Jammu.
- 39) The Contractor shall, at his own cost, maintain adequate stocks (one week running stock of non-perishable items minimum) of food-grain, grocery and other eatables for the satisfactory and efficient running of the mess. The quality of the foodstuffs and eatables shall be as per the standards specified by the Institute and as mentioned at Annexure- I of Section C and the same will be subject to inspection by Mess Council IIT Jammu.
- 40) Vegetarian and Non-Vegetarian food must be cooked and served separately.
- 41) During regular semester days, a list of registered students assigned to the particular Mess will be provided to the Contractor from time to time. For planning purposes, this list is likely to include students as per table at point 11 above for each meal (breakfast, lunch, evening beverages and dinner); however, the Institute through Mess Council IIT Jammu at its sole discretion, reserves the right to assign more/ fewer students to the particular mess at any time (with two days' notice). The Contractor is responsible for controlling access of the students to the mess as per the list provided.

(through any combination of electronic, RFID or other means). However, this access control should not cause undue (or unreasonable) delays or waiting times for students outside the dining area. The contractor must maintain records of the number of regular customers eating at the mess and must share this data with the Institute when demanded. In addition to students, faculty, staff, contractual staff, post-doctoral scholars, research scholars, guest students, guest researchers, employees of Institute Contractors etc. may avail of the mess facility on a regular or walk-in basis, and the charges for these personnel are to be the same as approved by Mess Council IIT Jammu time to time. Further, the IIT JAMMU community members shall have the facility to avail the mess facility at concessional rates (as applicable to the students) on prior intimation to the respective mess Contractor with an advance payment of at least 15 days.

- a. The list of students mentioned above will be valid for regular semester days only (Semester I & II of each Academic Year at the Institute). The Contractor should refer to the academic calendar on the Institute website <https://iitjammu.ac.in/calendar> for details about semester days. The Contractor shall bill the Institute only for these regular semester days on per meal per day basis based on the actual student strength assigned to the respective mess.
  - b. The Institute will not pay the Contractor for any day outside the regular semester days including mid- semester recess, vacation and Summer Term. However, the Contractor is required to maintain catering services at Mess during mid-semester recess, vacation and summer term at par with that during regular semester days for regular and walk-in customers. The menu for dining hall services outside regular semester days shall also be finalized after approval of the Mess Council IIT Jammu and charges for these services are to be collected directly from the customers. However if IIT Jammu extend semester then semester rates will be charged.
- 42) The Contractor may also be consigned to provide other catering services inside the Institute campus at various meetings, occasions and/ or functions by authorized persons. Such services must be provided with utmost standards of hygiene and quality, and at mutually agreed rates. The rates for such catering services shall be reasonable and must be comparable to the charges applicable for walk-in guests with a small premium for service. The same shall be mutually discussed and agreed upon by the Contractor and the designated Institute officials.
- 43) The vendor has to pay electricity of mess kitchen on actual consumption as per IIT Jammu Tariff & Rules. The license fee will be charged monthly for the mess premises as per Govt Norms or decided by the IIT Jammu.
- 44) The Institute expects professionalism in all aspects of mess operations from the Contractor. This includes quality of raw materials and food, professionalism in service and conduct of staff in dealing with students, staff & faculty. Punctuality of mess timings and hygiene should be of the topmost quality. The above will be maintained by the Contractor and will be monitored by the Mess Council IIT Jammu. Fines for violations will be levied according to Point 5 of Section B. Further, considering the frequency and severity of violations, the Institute (in consultation with the Mess Council IIT Jammu may choose to terminate the agreement.
- 45) The Institute reserves the right to terminate the contract at its own discretion, and will do so in writing with an advance notice period of 30 days. The Contractor shall remove himself/herself from the said premises with all belongings and give vacant possession of the said premises in good and clean condition and all the equipment in proper working condition to the Institute within 7 (seven) days from the termination of the contract period.

- 46) On termination of the agreement, the Institute shall refund the Contractor without interest the deposit amount or Performance Guarantee amount only on the Contractor vacating themselves with all their belongings from the said premises and handing over the possession along with returning of all the equipment/utensils in serviceable condition to the Institute. The Performance Guarantee amount would be payable to the contractor only after deducting dues/compensation payable by the Contractor in arrears and the costs of making good any damage caused by the Contractor or any one part on his/her behalf or by his/her employee or agents either to the said premises or any part thereof or any part of the campus provided.
- 47) The Security deposit amount shall be refunded (without any interest) to the Contractor on completion of the agreement period, subject to settlement of the outstanding dues, if any.
- 48) The Contractor shall employ at his/her own cost and expenses sufficient and competent staff with adequate background training and experience as may be reasonably required for the fulfilment of the Contractor's obligations under the agreement and shall give their professional expert guidance and supervision to the work. The Contractor or his/her representative shall maintain liaison with the Mess Council IIT Jammu appointed by the Institute and / or Officer and if in the opinion of the Institute any staff or supervisor of Contractor is found unsuitable, the Contractor shall be liable to change the staff/ supervisor forthwith. The list of Contractor's staff should be shared with the Mess Council IIT Jammu along with their valid id cards, details of address, telephone number etc., and should be updated on a regular basis. The Institute encourages the Contractor to provide equal opportunities for employment irrespective of gender, religion, caste or socio-economic standard etc. and to ensure that there is no discrimination based on the above.
- 49) The Contractor shall be responsible for the discipline of his/her employees and the Institute's Standing Orders shall be binding on the Contractor and all his/her employees.
- 50) The Contractor will provide uniforms to his/her employees employed in the dining hall at his own cost and will not be borne by the Institute. The uniforms should be clean and in presentable condition at all times. Washing/ Laundry charges will be borne by the Contractor. Design of these uniforms will be approved by the Mess Council IIT Jammu / authorized officer. No employee will be allowed to enter any part of the dining hall premises if not in uniform.
- 51) The employees of the contractor shall be in the employment of the Contractor only and not the Institute and the Contractor shall be solely responsible for all acts of commission or omission of his/her employees and the Contractor shall indemnify the Institute any loss or damage which the Institute may suffer due to any act of commission or omission of any of his/her employees. The Contractor shall be solely responsible for the payment of wages of his/her employees.
- 52) The Contractor shall ensure that the wages paid to their employees are not below the minimum wages as applicable (Central) from time to time and the Institute shall not be liable to bear any part of the increase, if any, in the minimum wages during the term of the contract.
- 53) The Contractor agrees to cover all employees engaged by them under ESI as well as EPF as per provisions of Acts. And shall submit necessary records and returns in proof of compliance of these statutory enactments to the Institute. Contractor further agrees to defend, indemnify and hold the Institute harmless from any liability or penalty which maybe imposed by the central, state, local or other statutory authority for any alleged violation of labour enactments or other enactments, by the Contractor.

- 54) In the event that the Institute is required under law to remit or otherwise the Institute remits the contributions on behalf of the Contractor to the concerned authorities under the ESI Acts and Rules, on a month to month basis or otherwise, then upon such remittance, the Institute shall have the right to recover the amounts so remitted from the Contractor.
- 55) The Contractor shall fill in the requisite forms for obtaining passes for all his/her employees and submit the same to the Student Affairs Office. These passes will entitle them to enter the premises of the Institute. However, they will be subject to checking at any or every time of their entry or exit by the Institute's Security Personnel and such checking may also include physical checks.
- 56) The Contractor and their employees shall obtain medical certificate of their fitness from MBBS Doctor/Registered Medical Practitioner. The employees should be free from any contagious diseases. Also, when called upon by the Institute, subject themselves to medical examination by the Medical Consultant of the Institute. Any employee of the contractor found COVID positive shall be at the responsibility of the contractor outside the Institute premises.
- 57) On the Contractor observing all the terms and condition as stated hereinabove faithfully, the Institute agrees not to revoke or terminate the signed agreement at any time prior to expiry of the period of one year. In case, the Contractor fails to perform or observe any covenant or condition of the signed agreement on or before the said date, then at any time the signed agreement shall be terminated by the Institute by giving at least 30 days' notice in writing to the Contractor. The notice terminating the signed agreement shall be deemed to have been duly served if delivered personally or by post to the Contractor or if pasted on the outer door of the said premises. The Contractor on his part may terminate the contract agreement subject to condition mentioned under Special Conditions in the signed agreement by giving at least 30 days' notice in writing to the Institute.
- 58) All items/ingredients required by the Contractor for preparation of food and other approved items are to be purchased by the Contractor. All items/raw materials purchased will have to conform to the quality standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark "AGMARK" or "ISI", or "FSSAI" as applicable. All materials required by the Contractor for preparation of food, raw materials purchased will have to conform to the known standards/brands and specifications as laid down by IIT JAMMU and suggested by the Mess Council IIT Jammu from time to time.
- 59) The Contractor shall be wholly responsible for payment of any and all taxes/cess that are applicable including but not limited to commercial property tax, goods and service tax, sales tax, service tax duties, Swatch Bharat cess and Krishi Kalyan cess under the existing or future Laws, acts, Rules, Orders, Notifications etc., issued by the Central or State Governments or any local authority, or body in respect of or in connection with supplies and that IIT JAMMU shall not be liable to pay such taxes, rates, duties etc., whether existing or which may accrue in future, IIT JAMMU shall have no liability in any case to compensate the Contractor due to natural calamities or for the reasons beyond the control of the IIT JAMMU.
- 60) Resolution of Disputes: In case of legal dispute arising out of or relating to this Agreement or breach, or the invalidity thereof, shall first be attempted to be settled by mutual discussions. If the same is not resolved through mutual discussions, then the same shall be referred to the sole arbitration of the Director, IIT JAMMU or any person nominated by him following Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall

apply. The decision of the Arbitrator shall be final and binding on both the parties. All disputes are subject to JAMMU jurisdiction only.

- 61) The Institute shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.
- 62) The Contractor shall raise an invoice on monthly basis i.e. on 1st of every month. The payments due against the invoice shall be credited within 15 working days of the receipt of invoice (subject to correctness of invoice) and supporting documents.
- 63) The Institute shall handover the existing kitchen equipment, infrastructural set-up and utensils to the Contractor in a serviceable condition at the commencement of the agreement. Further, the expenditure on maintenance and repair/replacement of any unserviceable kitchen equipment within the agreement period shall be borne by the Contractor.
- 64) Any request from the Contractor to increase the agreed price as per the current contract will be subject to the sole discretion of the Institute based on recommendations of the Mess Council IIT Jammu.
- 65) The Contractor shall provide the customers facility for digital payment via BHIM App digital wallets, credit/debit card etc. The firm will ensure to follow all SoPs and COVID specific guidelines during its operations.
- 66) The vendor will ensure providing packed food to the students in case of quarantine at campus.
- 67) The Licensee/his employee/his nominee will NOT be permitted to stay overnight in the Institute premises.
- 68) The vendor will assign a dedicated on-site F&B Manager who will be present during serving of all meals. He should have a provision for reliever as well for week off or any leaves. Each allotted mess should have specialized chef /cook with diploma/craft course or skill certification or Mess Council will finalize such cook/chef considering experience and interaction etc.
- 69) Rebate for maximum 15 days (minimum 3 days at a stretch) in a semester excluding semester break on account of whole day meal will be available to the students only if the information is communicated to the the Supervisory staff of Mess through the Hostel Caretaker minimum 03 (three) days in advance. However, in case of exceptional circumstances, like illness, training, research work, internship etc. authorized by the institute, the Dean Students Welfare may permit a student to have a special mess off beyond 15 days in a semester, and information of such instances shall be communicated with Supervisory staff of Mess in advance.
- 70) The vendor will ensure preventive maintenance of equipment and machinery is carried out regularly as per the instructions of the manufacturer.
- 71) The vendor will ensure that there is a pest control program available & pest control activities are carried out by trained and experienced personnel. Institute reserves the right to check for records of such activity.
- 72) The vendor will ensure that Food handlers are equipped with suitable clothes e.g. aprons, gloves, headgear, etc.; wherever necessary.

- 73) Dishwasher has been provided in each mess. Vendor will ensure the usage and maintenance of the dishwasher on regular basis.
- 74) Grease trap of the allotted mess needs to be clean by the vendor only on periodic basis.
- 75) The vendor will ensure no meat and vegetables, older than 3 days are used for cooking and should strictly adhere to FIFO for ingredients and raw materials management.
- 76) The bread packet once opened shall be used on same day and not be used for any other purpose by any form of modifications
- 77) Weekly cleaning of kitchen should be ensured by vendor including of cleaning of trapped grease and oil in exhaust fans/ducts, cooking areas and wall corners.
- 78) Any equipment brought by the vendor into the hostel premises must be registered with the IIT Jammu's Caretaker/ Manager.
- 79) IIT Jammu reserves its right to include additional item with additional cost based on the mutual agreement.
- 80) 70% amount of the tentative billing amount will be credited on the last working day of service month for smooth operation however percentage of advance amount may be increased/decreased by the IIT Jammu. This amount cannot be claimed as right by the vendor.
- 81) The contractor needs to maintain worker strength such that the ratio of student to worker is not more than 20:1 (excluding S)
- 82) The Contractor shall submit the bill/invoice of the previous month latest by the 15th of every month to the concerned officer of the Institute.
- 83) The contractor shall be levied penalty as per details spelled out in Point No. 5 of Section-B.

The walk-in price for non-mess-members of IIT Jammu for each meal shall be finalized subsequently with the selected vendor(s) before awarding the contract. List of registered student allotted to the Mess will be shared by the Institute. Rest all users shall be classified as non-mess-members.

**Non-Veg Dishes** of fixed quantity (as mentioned in Annexure-II Section C) shall be served at rates Quoted in (Price Schedule for Mess –Add on services as per **Form- X**). This arrangement would be made only for those customers (tentatively 15-40% of overall strength) who opt for Non-Veg food and the list of such students shall be shared with the mess contractor in advance. An additional payment on per student per Non- veg meal (in addition to the regular meal charges applicable) shall be payable on par with walk-in and the same can be claimed by the Contractor directly from the student. **This shall be over and above the mentioned charges per Student per day in Fixed Price Financial Bid (Form - IX).**

## ANNEXURE-I (Section C)

### Tentative brands of specific consumables

Item	Representative Brands *
Salt (+F Only) #	Tata, Annapurna Salt or equivalent, Aashirvaad Salt
Grind Spices (Including Chili powder, Turmeric powder, Coriander powder, Cumin Powder, White pepper powder, Asafetida)	MDH, Everest, Patanjali, Catch
Whole Spices (Bay Leaf, Aniseed, Cardamom, Carom Seed, Cinnamon, Clove, Coriander seeds, Fenugreek, Brown Mustard seed, Sesame, Fennel Seed, Star Anise, Black pepper, Kasoori Methi)	Brand approved by FSSAI
Other Spices (garam masala, gravy masala, meat-chicken-fish masala, pav- bhaji, sambhar masala, Dabeli masala, chat masala)	MDH/Everest/TATA Sampann/Badshah
Ketchup	Maggi, Kissan, Heinz, Tops, Del Monte
Cooking Oil (Refined Sunflower oil) (+F Only)	Refined Sunflower Oil (Sundrop, Godrej, Saffola, Fortune, Dhara) <b>Use of Hydrogenated (Vanaspati) oil is strictly prohibited.</b>
Pickle	Mother's recipe, Tops, Nilon's
Wheat Atta (+F Only)	Ashirwad, Pillsbury, Annapurna, Patanjali or equivalent, P mark.
Papad	Lijjat, Haldirams
Butter	Amul, Britannia, Mother dairy
Bread	Modern, Kwality, Britannia, Amul, Bonn
Jam	Kissan, Maggi, Tops, Mapro, Druk
Ghee	Amul, Mother dairy, Patanjali, Everyday, Britannia, Govardhan
Shrikhand	Amul, Vipul Dudhiya (local brand)
Milk (+F and Single toned Only)	Mother Dairy, Amul, Saras, or equivalent
Paneer	Amul, Saras, Mother Dairy or equivalent

Tea	Brook Bond, Lipton, Wagh-Bakri, Red Label, Taaza, Taj Mahal
Coffee	Nescafe, Sunrise, Bru
Rice (Basmati) (+F Only)	Sarveshwar (Ultra XL and select long grain only), Daawat Rozana, India gate, Royal Basmati 1121, Kohinoor fortune or equivalent.
Dal	Sources proposed by vendor, approved by mess council
Ice-Cream	Amul, Mother Dairy, Havmor, Kwaliti walls, Creambell
Chocolate health drink	Bournvita, Boost
Choco powder	Amul, Cadbury, Funfoods, Hersheys
Chili / Soya sauce	Chings, Funfoods, weikfeild, Tops
Vinegar	Chings, Funfoods, Tops.
Baking powder	Funfoods, Weikfeild, Cadbury
Fruit Crush/pulp	Mapro, Mala's, Guruji
Pasta & Macroni	Chings/Barilla, Funfoods, Borges, Weikfeild, Bambino, Timb's
Noodles	Chings/Barilla, Del Monte, Borges, Weikfeild
Olive oil	Oleev Active, Figaro, Borges, Borilla
Coconut Powder	Maggi, Patanjali
Baking Soda	Weikfield, Crown
Corn flakes	Kellogg's, Bagrry,
Namkeen	Haldiram's, Balaji, Bikaner
Besan	Rajdhani, Tata, MTR, Ramdev
Maida	Uttam, Kitchen King, MTR, Ashirvad,Pmark
Instant soup	Chings, Knorr
Instant snacks	Gits, Uttam, MTR
Instant Noodles	Maggi, Yipee
Flavored drinks	Rasna, Roohafza, Mapro

Chocos	Kellogg's, Bagrry
Curd	Amul, Mother dairy
Soya	Nutrela, Fortune. Ruchi Soya (Patanjali)
Frozen Peas	Safal (offseason), Al kabeer
Cheese	Amul, Mother Dairy, Britannia
Kolum Rice	Royal, Donur, Jeevanjyoti, Basmati 921
Basmati Rice for special rice	Sarveshwar long grain, Everyday, Daawat Devaaya,
Custard Powder	Brown Polson, Weikfield, Pillsbury
Hand wash	Lifebuoy (non-diluted), Dettol equivalent
All non-branded items	As decided by the Mess Council
Chicken, Mutton, Fish	Fresh and good quality, Sources proposed by vendor, approved by the mess council
Cleaning Agents for Dishwashers	Dishwasher cleaning liquid by IFB or Johnson diversey or Ecolab cleaning or equivalent
Daliya	P Mark, Patanjali, Tata sampan.
Gulab Jamun	Nilon's, Gits, Aashirwad

# (+F indicates fortified products approved by FSSAI)

**Note:** The Contractor may use brands (FSSAI/AGMARK approved) other than the mentioned only if considered as equivalent and permitted by the Mess Council IIT Jammu in writing. Further, in special rare cases due to wholesale/ retail market factors outside the control of the Contractor, the Contractor may request to use alternate brands for one or two meals on emergency make-shift basis to a Mess Council IIT Jammu. These brands may be used as approved on case-to-case basis for limited number of meals only.

## ANNEXURE-II (Section C)

### *Sample Menu*

Item	Representative example.
<b>Breakfast</b>	
One Indian Breakfast item	Aloo Paratha/ Poha/ Uttappam/ Methi Parantha/ Medu Vada/ Masala Dosa/ Idli/ Puri-Aloo,Pav Baijee
Sides	Pickle + Curd/ Chutney + Sambar/ tomato, onion and lemon pieces with sev
Breads with butter and preserves	White bread/ brown bread/ fruit bread/ bun
	(Butter + Mixed fruit jam)/ (Butter + Orange Marmalade)
Fruit (2 pc/Standard bowl) or Eggs (2 Pc)	Banana/ Papaya slices/ mixed fruit pieces/ fresh seasonal fruits (whole or cut) Boiled Egg/ Omelette/ Scrambled Egg/ Egg Bhurji  Note: - Students will be given either fruit or Egg daily. Student can not avail both on the same day.
Fresh Sprouts and Cereal	Moong,channa and mixed green sprouts,Peanuts, Cornflakes, Oats and chocoflakes
Hot Beverage (200 ml)	Hot Milk + coffee powder/ chocolate health drink powders (Bournvita/Boost/Branded Chocolate power) or Tea
<b>Lunch</b>	
Salad	Onion salad compulsory with 3 additional types of salad from the following:  3 bean salad, tomato salad, black-eyed bean salad, Cucumber salad, Chickpeas salad, Sprout salad, Carrot salad, Beetroot salad, Radish salad,
Roti	Roti/Bhatura/Puri
Dal	Dal Fry/ Dal Makhani/ Dal Dhaba/ Dal Tadka/ Rajma/ Dal Miloni/ Kadhi Pakoda/ Gatta Kadhi/ Moong dal/ Methi Dal
Rice	Jeera rice/ Plain rice/ Pulao/ Biryani

1 Indian Vegetable Dishes	<p>Aloo Baigan/ Kofta Curry/ Bhindi Jaipuri/ Turiya/ Baigan Bharta/ Veg Kofta/ Sev Tamatar/ Gilki/ Pumpkin/ Aloo Onion/ Pindi Chole/ Jeera Aloo/ Aloo Beans/ Tawa mixed vegetable/ Egg Birayani/Paneer Biryani/ seasonal vegetable</p> <p>Note: Egg biryani and Paneer Biryani will be prepared once in week on same day.</p> <p>Student will be allowed to take only either one of them</p>
Curd preparation (150 gms)	Plain curd/ Mishti Dahi/ Vegetable Raita/ Boondi Raita/ Chaas/ Lassi
Pickle & Sides	Mixed vegetable pickle/ Mango pickle/ Lemon pickle + Fried mirchi + Lemon slices
<b>Evening Snacks</b>	<p>Either one of following:</p> <p>Milk 150ML, Fruits or items (pasta, Maggi, samosa, sandwich) of fixed quantity as decided by mess council</p>
<b>Dinner</b>	
Salad	<p>Onion salad compulsory with 3 additional types of salad from the following:</p> <p>3 bean salad, tomato salad, black-eyed bean salad, Cucumber salad, Chickpeas salad, Sprout salad, Carrot salad, Beetroot salad, Radish salad,</p>
Roti	Roti/Bhatura/Puri
Rice	Jeera rice/ Plain rice/ Pulao/ Biryani
Dal	Dal Fry/ Dal Makhani/ Dal Dhaba/ Dal Tadka/ Rajma/ Dal Miloni/ Moong dal/ Methi Dal/ Arhar dal/ Chana Dal/
1 Indian Vegetable Dish	<p>Aloo Baigan/ Kofta Curry/ Bhindi Jaipuri/ Turiya/ Baigan Bharta/ Veg Kofta/ Sev Tamatar/ Gilki/ Pumpkin/Aloo Onion/ Pindi Chole/ Jeera Aloo/ Aloo Beans/ Tawa mixed vegetable/ seasonal vegetable/ Paneer preparation</p> <p>Note: Paneer will be served twice a week</p>

Pickle & Sides	Mixed vegetable pickle/ Mango pickle/ Lemon pickle + Fried mirchi + Lemon slices
Dessert and Milk (Fixed dessert portion size approximately 120-150 ml)	Gulab Jamun/ Moong Dal Halwa/ Gajar Halwa/ Kheer/Custard/ Ice cream Note: Deserts will be four days in a Week and Milk will be for rest three days in a Week
<b><i>Non-Veg Dish (200 gm excluding gravy)</i></b>	<b><i>Chicken Curry/Fish Curry/Mutton Curry/Chicken Tikka Masala/Butter Chicken/Kadhai Chicken</i></b>

### **REPRESENTATIVE MESS MENU**

The final weekly menu for a period of at least one month will be decided from time to time and shall be informed to the Contractor at least one week in advance. It is to be noted that on some days the menu pattern may be different from the sample menu indicated above or special menu on account of festivals or occasions communicated by the institute. All items (when served) will be unlimited quantity except eggs and fruit serving, dessert, milk, curd preparations, and non-veg dish, evening snack, the quantity for which has been indicated in the table above.

#Note:

- a. All items will be cooked in the kitchen of the hostel. No cooked item, except some snacks identified beforehand, will be brought from outside.
- b. On special occasions (12 in number per calendar year) in view of holidays/festivals in consultation with mess council, the special menu will be identified by the Mess Council.

**FORM - I**

**BID SUBMISSION PROFORMA (Commitment of the bidder)**

EOI No

Bidder's Address: \_\_\_\_\_

To,  
Assistant Registrar (Procurement)  
Indian Institute of Technology  
JAMMU – 181221

Dear Sir/s,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of EOI at the price given in the said Schedule and agree to hold this offer open till 2024.
2. I/We have understood and complied with Eligibility and experience of the bidder as Section A, General Terms and Conditions as Section B and Scope of Work, Operational Terms and Conditions as Section C and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following number of pages has been added to and form part of this EOI:
4. I, hereby submit EOI in the prescribed format. I have read all the Terms and Conditions supplied along with the EOI Form thoroughly and understood the contents. Further, I hereby agree to abide by the Terms and Conditions stipulated by IIT Jammu from time to time during the operation of my business on award of License for the same

Yours faithfully,

Signature of Bidder  
Address  
Dated

## FORM II - CHECK LIST

**Note:** This form will be completed by the Vendor and Supporting Documents, Copies of Various Registrations be attached duly Authenticated with total Clarity and without any ambiguity.

Sl. No.	Particulars	Details / Particulars	Page No
1	<b><u>Particulars of the Firm</u></b>		
	(a) Name of the Firm		
	(b) Status (Prop /Pvt Ltd/Partnership firm etc.)		
2	<b><u>(a) Firm Permanent Address(with PIN Code )</u></b>		
	<b><u>(b) Firms Local Address with Contact no.</u></b>		
	(c) Mob No /Landline No		
	(d) E Mail ID		
3	<b><u>Officials, with Mob, Landline No. &amp; e Mail</u></b>		
	(a) Owner		
	(b) Proprietor		
	(c) Director /CMD		
	(d) <b><u>Local Manager</u></b>		

4	<b><u>Regn with Dates &amp; Validity</u></b>		
	(a ) Firms Own Regn (Incorporation Certificate No) & Date		
	(b) GST Regn No		
	(c) FSSAI Regn, As Applicable		
	(d) EPF Regn No As Applicable		
	(e) ESI Regn No As Applicable		
	(f) ISO Certification ( 9001-2015)		
	(g) PAN No		
	(h) Any other Service Specific Regn No		
	(i) Valid License for business		
5	<b><u>Financial Information</u></b>		
	(a) Bid Security Declaration Form (Form - V)		
	(b) MSME Regn No with Validity (If Applicable)		
	<u>(c) Annual Turnover (Rs 3 Crore) Duly Certified by CA (Form - VI)</u>		
	<u>(i) F.Y 2021-22</u>		

	<u>(ii) F.Y 2022-23</u>		
	<u>(iii) F.Y 2023-24</u>		
7	<u>Resource Held with the Firm (if Applicable)</u>		
	<u>(a) Worker Strength</u>		
	<u>(b) Key Managerial Persons</u>		
	<u>(c) Any other info</u>		
8	<u>Legal Aspects</u>		
	<u>(a) Affidavit w r t Non Black listing , Non-Debarring (Form - VII)</u>		
	<u>(b) Work Suspension : for more than Six months, If Any</u>		
	<u>(c) Convection by Court &amp; Status, if any</u>		
	<u>(d) Any Litigation and Status, if any</u>		
9	Bank Details		
	(a) Bank Name		
	(b) Branch Name		
	(c) Account No		

	(d) IFSC		
	(e) Cancelled cheque duly signed & stamped by Authorized signatory & attested by Bank Authority for NEFT/Bank Transfer.		
10	Format to be submitted		
	<p>(a) Bid Submission Performa (Form-I)</p> <p>(b) List of Past and Present client (as per Form-III)</p> <p>(c) Non relation certificate (Form-IV)</p> <p>(d) Bid Security Declaration (Form-V)</p> <p>(e) Annual Turnover (Rs 3 Crore) Duly Certified by CA (Form-VI)</p> <p>(f) Non-blacklisting, Non-debarring declaration (Form - VII)</p> <p>(g) Land Border Clause declaration (Form-VIII)</p> <p>(h) Financial Solvency Certificate of Rs 25.00 Lakh issued by the reputed Bank.</p> <p>(i) Fixed cost Price Bid (FORM – IX)</p> <p>(j) Mess Add-on Services (FORM - X)</p>		
11	Document in respect of Annexure II (Section A)	Yes/No	
12	<b><u>Any other information</u></b>		

**FORM - III**

**PROFORMA FOR BIDDERS PAST AND PRESENT SERVICES (SIMILAR)**

**Name of Company/Firm:** -----

**Contract Completed**

Serial No.	Name of contract	Name of clients	Annual cost of contract	Contract commencement date	Period of contract	Name, Address & Tele No. of Officer to whom reference may be made	Attach copies of Work Orders, Mention Page No.

**Ongoing Contracts**

Serial No.	Name of contract	Name of clients	Annual cost of contract	Contract commencement date	Period of contract	Name, Address & Tele No. of Officer to whom reference may be made	Attach copies of Work Orders, Mention Page No.

**NOTE: - I/We certified that the above information is/are best of our knowledge and nothing has been concealed.**

**Note** Above form must be supported by Authentic Documents e.g. Work Orders, Completion Certificate and Performance remarks from the Clients etc.

***(Signature of the Executive Head (Senior Level Officer) with Office Seal)***

Date:

**FORM - IV**

**PROFORMA CERTIFICATE FOR 'NO RELATION' WITH IIT JAMMU EMPLOYEE**

This has reference to our proposed contract for 'Providing Mess catering services at IIT Jammu" on Rate Contract' to be entered into with Indian Institute of Technology JAMMU.

- (i) I/We am/are not a relative/blood relation of any key managerial person of IIT JAMMU.
  
- (ii) We are not a firm in which any key personnel of IIT JAMMU or his/her relative is a partner;
  
- (iii) I/We am/are not a partner in a firm in which any key managerial person of IIT JAMMU or his/her relative is a partner.

Signature of Contractor

Place:

Date:

**FORM – V**

**Bid Security Declaration Form**

Date: \_\_\_\_\_

EOI Ref. No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We accept that I/We may be disqualified from bidding for any contract with you for contract period of from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the EOI, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) Fail or reuse to execute the contract, if required, or
  - (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) The receipt of your notification of the name of the successful Bidder; or
- (ii) Thirty days after the expiration of the validity of my/our Bid.

**Signature:**

**Name:**

**Designation:**

**FORM – VI**

**ON THE LETTER PAD OF CHARTERED ACCOUNTANT**

This is to certify that the total turnover in the case of M/s ..... Having PAN is as under

Financial Year	Amount in Rs. (figures)	Amount In Rupees (words)
2021-22		
2022-23		
2023-24		

Average= Total/3 = .....

It is further certified that the above-mentioned amounts have been derived from the books of accounts presented before us for the above-mentioned periods. I shall be personally liable for any wrong information as mentioned above.

Name and sign of the authorized person of the firm

along with seal Place:

Date:

**Form - VII**

**Declaration Regarding Non-Blacklisting / Non-Debarring For Taking Part in EOI**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- Non Judicial Stamp Paper by the Bidder)

1. I / We \_\_\_\_\_(Bidder) hereby declare that our Firm / Agency namely M/s. \_\_\_\_\_Has not been Blacklisted or Debarred in the past by Union / State Government or any other organization from taking part in Government EOIs in India.

**(Or)**

I / We \_\_\_\_\_(Bidder), hereby declare that our Firm / Agency namely M/s. \_\_\_\_\_, was Blacklisted or Debarred by Union / State Government or any Organization from taking part in Government EOIs for a period of \_\_\_\_\_ Years wef \_\_\_\_\_ to \_\_\_\_\_. The period is expired on \_\_\_\_\_and now the Firm/Company is entitled to take part in Government EOIs.

2. In case the above information found false, I/We are fully aware that the EOI / Contract will be rejected / cancelled by Director, IIT Jammu and Performance Security Deposit (PSD/PBG) shall be forfeited.
3. In addition to the above, Director, IIT Jammu, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary Executive Magistrate)

Name:

Signature:

Full Name:

Address:

Mobile No.

Aadhar No.

**Form - VIII**

**Land Border Clause declaration  
(On Organization Letter Head)**

No.

Dated:

**CERTIFICATE**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that the organization is not from such a country.

OR

(Whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that the organization is from (Name of Country) and has been registered with the Competent Authority. I also certify that the organization fulfills all the requirements in this regard and is eligible to be considered.

Signature of Bidder/Agent:

Full Name:

Designation:

Organization Name:

Address:

Mobile No:

**Form - IX**

**(On Organization Letter Head)**

EOI Ref. No.

Dated:

**FIXED COST PRICE BID**

<b>Description</b>	<b>Rate in Rupees</b> <i>(per Student per day)</i>
<b>Total daily mess rate</b>	<b>In figure</b>
	<b>Rs. 162/-</b>
	<b>In words</b>
	<b>Rupees One Hundred and Sixty two only</b>

Note: The rate quoted is inclusive of all applicable taxes.

***This is Fixed Cost based EOI. The price bid submitted for value lesser or greater than Rs. 162/- per student per day charges will be summarily rejected.***

Certified that I/We have read the instructions given in this document. I/We undertake to supply the required items as per menu and also adhere to the given timings. I/we have understood the Contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

(Signature of Bidder with Seal)

**Form - X**

**(On Organization Letter Head)**

EOI Ref. No.

Dated:

**Mess Add-on Services**

S.No.	Description	Particulars																																																																										
1.	(a) Non-veg dish rate per serving (200 gms excluding gravy) in Rs.  <i>Refer ANNEXURE-II (Section C) for list of sample Non-veg dishes.</i>																																																																											
	(b) Proposed frequency of Non-veg dish serving per week.																																																																											
2.	Proposed list for A' la Carte item with price and frequency during weekly menu																																																																											
3.	Price list for fully staffed night canteen for items in Table below.																																																																											
	<table border="1"><thead><tr><th>S.No.</th><th>Items</th><th>Quantity per Serving</th><th>Rate per serving</th></tr></thead><tbody><tr><td>1.</td><td>Tea</td><td></td><td></td></tr><tr><td>2.</td><td>Coffee</td><td></td><td></td></tr><tr><td>3.</td><td>Plain Milk</td><td></td><td></td></tr><tr><td>4.</td><td>Bournvita Milk</td><td></td><td></td></tr><tr><td>5.</td><td>Plain Maggi</td><td></td><td></td></tr><tr><td>6.</td><td>Veg. Maggi</td><td></td><td></td></tr><tr><td>7.</td><td>Egg Maggi</td><td></td><td></td></tr><tr><td>8.</td><td>Egg Roll</td><td></td><td></td></tr><tr><td>9.</td><td>Paneer Roll</td><td></td><td></td></tr><tr><td>10.</td><td>Bread Omelet</td><td></td><td></td></tr><tr><td>11.</td><td>Aloo Paratha</td><td></td><td></td></tr><tr><td>12.</td><td>Gobi Paratha</td><td></td><td></td></tr><tr><td>13.</td><td>Muli Paratha</td><td></td><td></td></tr><tr><td>14.</td><td>Paneer Paratha</td><td></td><td></td></tr><tr><td>15.</td><td>Mix Paratha</td><td></td><td></td></tr><tr><td>16.</td><td>Plain Paratha</td><td></td><td></td></tr><tr><td>17.</td><td>Boiled Egg</td><td></td><td></td></tr></tbody></table>	S.No.	Items	Quantity per Serving	Rate per serving	1.	Tea			2.	Coffee			3.	Plain Milk			4.	Bournvita Milk			5.	Plain Maggi			6.	Veg. Maggi			7.	Egg Maggi			8.	Egg Roll			9.	Paneer Roll			10.	Bread Omelet			11.	Aloo Paratha			12.	Gobi Paratha			13.	Muli Paratha			14.	Paneer Paratha			15.	Mix Paratha			16.	Plain Paratha			17.	Boiled Egg					
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	18.	Egg Bhurji (2 Eggs)		
	19.	Paneer Bhurji		
	20.	Onion Paratha		
	21.	Bread Butter Toast		
	22.	Aloo and Onion Paratha		
	23.	Egg Briyani/Masala		
	24.	Egg Bhurji Rice		
	25.	Egg Fried Rice		
	26.	Veg Fried Rice		
	27.	Omelet (2 eggs)		
	28.	Chicken Masala (3 pcs)		
	29.	Chicken Kadhai (3pcs)		
	30.	Veg Noodles		
	31.	Egg Noodles		
	32.	Chicken Fried Rice		
	33.	Chicken Noodles		
	34.	Chilli Chicken (3pcs)		
	35.	Paneer Chilli		
	36.	Chicken Lollipop (4pcs)		
	37.	Paneer Butter Masala		
	38.	Kadhai Paneer		
	39.	Steam Rice		
	40.	Bread Sandwich		
<b>4.</b>	Catering offer for Institute events (Conferences/Workshops/etc.)			
	<b>S.No.</b>	<b>Description</b>	<b>Sample Menu</b>	
	<b>1.</b>	<b>High tea</b> (Rs 40 per PAX)		
	<b>2.</b>	<b>Special high tea</b> (Rs 80 per PAX)		
	<b>3.</b>	<b>Silver Lunch/Dinner</b> (Rs 150 per PAX)		
	<b>4.</b>	<b>Gold Lunch/Dinner</b> (Rs 250 per PAX)		
	<b>5.</b>	<b>Platinum Lunch/Dinner</b> (Rs 350 per PAX)		

<p><b>5.</b></p>	<p><b>Technological Add-on with details</b></p> <p>Mess App proposed, features, provisions, options of registered user list, walk-in payment, Ala-carte item booking and payments, feedback collection, resolving and escalation mechanism.</p> <p>Example screenshots of App in present operating sites</p>	
<p><b>6.</b></p>	<p><b>Software based record-keeping and database system</b></p> <p>(Supporting documents and screenshot to be attached)</p>	
<p><b>7.</b></p>	<p><b>Any Other Detail</b> of Additional Services bidder willing to mention</p>	

**(Signature of Bidder with Seal)**