

॥ सा विद्या या विमुक्तये ॥ भूञ्ठे अळ डंं डं डं क्र ज्ञे रूं ज्ञे के ज्ञे भारतीय प्रौद्योगिकी संस्थान धारवाड Indian Institute of Technology Dharwad Near High Court, PB Road, Dharwad-580011 TEL NO: +91 836 2212 839

TENDER FOR PROVIDING CANTEEN FACILITY AT IIT DHARWAD

Tender no.: IITDH/C&S/2019-20/10/HC

Notice Inviting Tender (NIT)

1	Date of Tender Publishing on website	06 Aug 2019
2	Site visit at IIT Dharwad	During office hours between 0930 - 1700 hrs up to 22 Aug 2019
3	Pre-bid meeting and Last date for addressing clarifications / queries (bidders are encouraged to participate in the pre-bid meeting)	19 Aug 2019 at 1500 hrs
4	Last Date and Time for Submission of Tender	27 Aug 2019 at 1100 hrs (No late bid will be accepted)
5	Opening of Technical Bid	27 Aug 2019 at 1130 hrs
6	Address for submission of bid documents	The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011
7	Venue for opening of Technical Bid	Same as above
8	Duration of Contract	Initially 01 year from the date of issue of work-order (Subject to further extension as per tender terms)
9	EMD	Rs. 10,000.00 (Rupees Ten Thousand only)
10	Estimated clientele	550 approx.
11	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bid will be notified only to the bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bid is highly preferable.

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

-/Sd Assistant Registrar (C&S) IIT Dharwad

GENERAL INSTRUCTIONS TO TENDERERS / BIDDERS

1. IIT Dharwad invites Open Tender Enquiry (OTE) and two bid system for **Providing canteen facility at IIT Dharwad. Technical Bid** along-with supporting documents, Earnest Money Deposit (in form of DD/Bankers Cheque in favour of Registrar, IIT Dharwad payable @ Dharwad) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed 'Technical Bid for Providing canteen facility at IIT Dharwad' All the pages of this tender document along with necessary appendices (as applicable) duly signed and stamped, will form the technical bid.

2. **The Price Bid** as per the format appended with this tender document, should be duly filled, stamped and signed by the authorized signatory of the bidder and sealed in a separate envelope super scribing '**Price Bid for Providing canteen facility at IIT Dharwad**'.

3. The Technical Bid and the Price bid shall be sealed in one envelope super scribing 'Bid for Providing canteen facility at IIT Dharwad'

4. The technical bids shall be opened as per schedule placed at NIT. The vendors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.

5. The tender for Providing canteen facility at IIT Dharwad shall initially be awarded for a period of one year from date of award of contract. However, the tender may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing of satisfactory services of the firm to IIT Dharwad. It may also be noted that the rates quoted by the firm (except minimum wages component & statutory payments), terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.

6. For any query/clarification please contact Assistant Registrar (C&S) IIT Dharwad during working hrs on phone no 0836-2212-823 or all time on **arcs@iitdh.ac.in**. Interested bidders are invited for <u>site visit</u> during all working hours between 0930 hrs to 1700 hrs as per schedule given at NIT.

7. The detail of information to be provided along-with bid, list of items with tentative rates, tentative penalties, permissible consumables and other instructions are appended at **Appendix A – H** to this document.

SCOPE OF WORK

Detail of Providing institute canteen at IIT Dharwad is as mentioned below: -

1. General Overview of the service: -

IIT DHARWAD currently operates from about 135 acres WALMI (Water And Land Management Institute) Campus with various facilities spread across a large area. This tender document provides for requirement of **institute canteen at IIT Dharwad** to the entire satisfaction of the user and Institute authorities which shall include the following: -

(a) **Running an efficient canteen** at IIT Dharwad campus during designated time slots for the inmates as per a pre-decided list of items and rates fixed / approved by the IIT Dharwad authorities. Also, only approved items at designated rates are required to be sold at the canteen. The **timings of the canteen** are strictly to be followed. It may be noted that the timings may change as per Institute routine. Tentative timings are as given below: -

Ser No	Day timings	Night timings
(a)	1300 hrs to 1500 hrs	1015 hrs to 0230 hrs

(b) The **approximate strength** of residents of the IIT Campus during regular semester (January to April and mid-July to November) is approximately 550. The numbers during summer and winter vacations (i.e. during June, July and December each year) is around 50 - 150. This may vary based on number of summer/winter courses offered.

(c) **Engagement of required staff** shall be done by the Contractor in consultation of the institute authorities for their suitability. It is essential for the staff to be of legal age, suitably trained, and experienced to be deployed. One skilled manager of adequate experience in running canteen will be deputed by the Contractor in consultation with Institute authorities who shall necessarily be present in each shift for supervision and overall management of operations.

(d) The Contractor will make all necessary arrangements for **neat**, **clean and organisational outlook** of all its workers befitting stature of IIT Dharwad in consultation with institute authorities. The workers will always maintain a clean appearance including **wearing uniform**, use of clean hand gloves, headgear and necessary accessories while working. Contractor should make all necessary arrangements towards this effect

(e) The Contractor shall ensure **separate preparation** and serving of vegetarian including Jain meals and non-vegetarian meals.

(f) There shall be a provision of a **monthly meeting** between the Contractor (or a representative authorized to take policy & financial decisions on behalf of the Contractor) and Institute authorities as a mandatory term.

(g) The Contractor shall carryout **regular medical check-up** (as directed by the institute authorities) for all manpower deployed at Institute at own cost, so as to ensure medical fitness of all such manpower while at Canteen operations.

(h) The Contractor will make all necessary arrangements for **accommodating and transporting all manpower** deployed by him so as to ensure timely operation of canteen. Institute will have no obligation in this regards whatsoever.

(i) The Contractor will ensure **upkeep of infrastructure** (as the case may be) provided to him by the institute. All such maintenance of Institute property / equipment will

be carried out by the Contractor at his own cost.

(j) The Contractor will ensure absolute **hygiene and cleanliness** including periodic pest control and debugging of the canteen compound and surroundings with proper waste disposal in harmony with institute systems. Any issue attributable to the Contractor in said areas will be sorted by the Contractor or will be handled by the Institute out of his cost.

(k) The Contractor will be solely responsible for the general **discipline and conduct** of his staff at the Institute at all the time. It may be noted that only verified individuals through mandatory Police verification on submission of such document will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation financial penalty will be levied on the Contractor as deemed fit by the Institute.

(I) The contractor will pay **Rs. 1000/- towards water and electricity charges** every month. Wastage of water and electricity must be avoided.

(m) The contractors will have to bid for license fee for the premises of canteen for the first year. For next and subsequent year, the fee will be increased @ 5% each year. The highest bidder will be given the offer to start the canteen.

(m) The Contractor will be required to provide a refundable interest free Bank Guarantee of Rs. **One Lakh only** at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank, and will be held against in default in performance and violations of terms and conditions.

(n) The contract will have an option to extend the contract **with the same terms & conditions of the present contract** for a period of one year on acceptance of the Contractor. This will be applicable within the currency and six months after expiry of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

2. Infrastructural and equipment related terms: -

(a) Major civil and electrical works at the canteen site will be attended by IIT Dharwad. Maintenance jobs such as repair and running expenses are the responsibility of the Contractor.

(b) The Contractor has to make all necessary arrangements to run canteen successfully at the campus. The serving facility will be vetted by the IIT Dharwad authorities for their quality and fitness before use. Upkeep of all items provided by IIT Dharwad will be the sole responsibility of the Contractor.

(c) Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor. Any damage to the Institute Infrastructure by the Contractor's team or caused due to their neglect will be repaired or replaced at Contractor's cost and shall attract penalty (**Refer Appendix F**).

3. Terms related to Cleanliness and Hygiene: -

(a) Cleaning of canteen and its surroundings will be the sole responsibility of the Contractor. The highest possible standards of hygiene are expected. Violations attract financial penalty as laid out vide this document.

(b) IIT Dharwad is a total tobacco free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco products such as bidi, cigarette, chewing tobacco in any form, gutkha, masala, pan etc. Violation will attract penalty.

4. Daily functioning of the Canteen: -

- (a) List of items along-with fixed rates is placed at **Appendix 'E'**. The rates have been fixed by IIT Dharwad and will be supported by the Contractor for entire duration of contract.
- (b) The Contractor will ensure functional canteen on all days. In the process, it is expected that the Contractor will ensure highest standards of taste, health, service, aesthetics, layout, professionalism, hygiene and cleanliness to the utmost satisfaction of Institute authorities.

5. <u>Minimum eligibility Criteria</u>

IIT Dharwad has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

<u>SI.</u> No.	Criterion	Documents to be provided
1.	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
2.	The bidder should be in canteen / catering business for not less than three years before 31/07/2019. Bids of firms which are not in existence / canteen / catering business for 3 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
3.	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2018-19, 2017-18,& 2016-17)	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
4.	The bidder is required to submit central license of his firm for running canteen / mess obtained under FSSAI act 2006 along-with his technical bid.	Central license for running Canteen (as per FSSAI act 2006)
5.	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN/GIR Card(b) Attested copy of Goods & Service Tax registration certificate
6.	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	 (a) Attested copy of the Employee Provident Fund registration letter / certificate. (b) Attested copy of the Employee State Insurance registration letter / certificate.
7.	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in Appendix-'C'

8.	The bidder should have a registered Office for canteen at Hubbali-Dharwad.	Details and Relevant document (any document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI)
9.	Bidder should have provided annual canteen service to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Central & State Educational Institutes of repute satisfactorily.	Certified Work/ Supply Orders /Agreements for award of running canteen in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Central & State Educational Institutes of repute. The Contractor will have to furnish contact numbers of authorities from concerned organization for verification of successful / satisfactory completion of such work.

Note: - <u>Any firm/bidder not fulfilling any of the above mentioned criteria duly</u> supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.

6. <u>Evaluation Criteria: -</u>

(a) Technical bids will be opened first and evaluated based on the documentary and evaluation criteria including minimum eligibility criteria stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.

(b) As per the price bid format, **bidders will bid for the License fee and the H-1 bidder (highest price offering bidder) will be awarded the contract for running the canteen**.

(c) The rate is to be quoted after considering Minimum Wages for Zone 'B', as prescribed by Central Ministry of Labour & Employment, Govt. of India, as applicable on the date of issue of this Tender. ESI, PF & other statutory requirements and other obligations of this tender document.

(d) No ambiguity should be there in the quoted price and the rate must be as per the price bid format. Conditional offer or the proposal not furnished in the format attached at **Appendix 'D'** shall be considered non-responsive and is liable to be rejected.

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. <u>Minimum Wages and Social Security Provisions</u>. The minimum wages payable and other statutory obligations related to social security on the part of the contractor (employer) will be as under:

- (a) Minimum Daily Wages: Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Karnataka) from time to time, whichever is higher.
- (b) Variable DA: As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.
- (c) Social Security: The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The contractor can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the contractor himself. Contractor will submit necessary proof for claiming contributions against EPF & ESIC along with bills.
- (d) The minimum liability of payment on the part of the contractor to the workmen or to their respective accounts will be the total of:
 - (i) Minimum daily wages
 - (ii) Variable DA on daily wages.
 - (iii) EPF
 - (iv) ESI
 - (v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.
- (e) TDS @ 2% shall be made from the amount payable to the contractor. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the firm is the sole responsibility of the contractor

3. Contract Implementation.

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorised rep. of the institute.
- (d) Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.

(e) The contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount form the contractor to effect payment to the affected person(s).

4. <u>Termination of Contract</u>.

- (a) Institute reserves the right to terminate the contract at any time without assigning any reason.
- (b) The contract can be terminated with two months' notice on either side.
- (c) In case the contractor fails to respond to the instructions given by IIT Dharwad authorities even after 48 hours, the contract may be summarily terminated by IIT Dharwad without any notice.
- (d) In case of violation of any of the terms and conditions under this contract by the contractor, IIT Dharwad shall terminate the contract and the security deposit of the contractor shall be forfeited to the extent of loss, damage, penalty against such violation. In case the loss, damage, etc, suffered by IIT Dharwad is over and above the quantum of amount of security deposit, IIT Dharwad shall have the right to recover the balance amount by lawful means.
- (e) In case of any default in remittance of statutory dues like EPF, ESI and GST by the contractor or non-compliance of provisions under the Labour Act, the contract is liable to be terminated. Any expenditure incurred by IIT Dharwad attributable to the fault of the contractor or the manpower deployed by him, such expenditure will be adjusted out of the security deposit and IIT Dharwad shall have the right to recover the balance amount by lawful means.
- (f) In case of any loss suffered by IIT Dharwad due to gross negligence and dereliction of duty by the manpower deployed by the contractor, the contractor shall take action forthwith and make good such loss incurred by IIT Dharwad. Besides, the contractor shall terminate such manpower and take remedial measures to avoid recurrences. A report on the action taken by the contractor shall be submitted to IIT Dharwad authorities within a week. Failure to adhere to the above, the contract shall be summarily terminated and loss will be recovered from the contractor.
- (g) The successful agency / firm / company will have to deposit a refundable interest free Bank Guarantee of Rs Two lakh (Rs 2,00,000/-) at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank in the form of Performance Bank Guarantee (PBG) in favour of Registrar, IIT Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days. The format of PBG is given at Appendix 'H'
- (h) Deductions shall also be made from contractor's performance security during implementation of the contract that may become due as <u>penalties for violation of</u> <u>rules, terms and conditions</u>, damages, liabilities or for other causes.

7. Safety & Insurance.

(a) The contractor shall follow safety procedures in all respects.

- (b) The contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The contractor will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-up of appropriate medical authority identified by IIT Dharwad. Unfit personnel will not be deployed by the contractor. The expenditure on this effect will be paid by the Contractor.
- (d) The contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

8. Security

- (a) The contractor and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the contractor at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
- (b) The security office will maintain register for the contractor's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be. Mobile phones will not be allowed to be carried while on duty. The same will be deposited with the security at the gate.
- (c) The contractor shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the contractor's persons shall be contractor's responsibility.
- (d) The contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (e) Institute reserves right to disallow any or all of the contractor's men from being deployed inside the institute campus without assigning any reason.
- (f) In the event of any damage to the property of the institute or life of its employees and/or their dependents the contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the contractor at market value out of his monthly bill or PBG.

9. Statutory Obligations

(a) The contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect

of the contracted work and all staff employed by him at his own cost and risk, including the following:

- (i) Contract Labour (Regulation and Abolition) Act 1970
 - (iii) Contract Labour (Regulation & Abolition) Central Rules 1971
 - (iv) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (v) Minimum Wages Act 1948
 - (vi) Minimum Wages (Central) Rules 1950
 - (vi) Employees' Compensation Act 1923
 - (vii) The E.P.F. and Miscellaneous Provisions Act 1952
 - (viii) Employees State Insurance Act 1948
 - (ix) The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the contractor shall be borne by the contractor himself.
 - (i) The contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work. The authorized representative shall be entitled to inspect these records at any time.
 - (ii) If a bidding firm/contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.
- (c) <u>Indemnity Clause</u>. The contractor shall indemnify IIT Dharwad against any litigation arising from violation of statutes, laws and rules during operation of the contract. The contractor shall conduct all legal proceedings as may be necessary without any cost to the Institute. If due to any reason whatsoever, IIT Dharwad management is made liable to pay any liabilities of the contractor under any of the said laws etc, the same shall be recovered from the dues payable by IIT Dharwad to the contractor and/or from the security deposit(s) furnished by him. The contractor has to execute an indemnity bond stating "The Contractor indemnifies IIT Dharwad of any issues arising on account of running canteen at IIT Dharwad" at the time of signing the contract.

10. <u>General</u>

(i) The persons employed by the contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.

- (j) If any employee of the contractor is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the contractor to remove such employee and the contractor shall remove such employee(s) without questioning the decision of the institute. Any claim by such workmen shall be fully discharged by the contractor.
- (k) The personnel deployed by the contractor will not become member of any trade union of the Institute. If the personnel employed by the contractor indulge in union activities which affect the service obligation of the contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (I) Further, the personnel deployed by the contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (m) The personnel deployed by the contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (n) No housing/accommodation will be provided by the institute to the personnel deployed by the contractor unless otherwise specifically provided in the contract.

11. Force Majeure.

Neither the IIT Dharwad nor the contractor shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.

Information to be submitted along with the bid is as follows: -

<u>SI</u>	<u>Criteria</u>	Document	Page no of
No		produced	technical bid
1.	The bidder shall be a firm/ company/ partnership/ proprietorship firm		
	registered under the Indian Companies Act, 1956/ the partnership		
	Act, 1932 and who have their registered offices in India.		
2.	The bidder should be in Canteen business for not less than three		
	years before 31/07/2019.		
3.	The Bidder has to be profitable and should not have incurred loss in		
	any of the last 3 consecutive Financial Years (FY 2017-18, 2016-17		
	<u>& 2015-16)</u>		
4.	Bidder should be registered with Income Tax and Goods & Service		
	Tax departments.		
5.	Bidder should be registered with appropriate authorities under		
	Employees Provident Fund and Employees State Insurance Acts or		
	any other Labour authorities including under the Contract Labour		
-	(Regulation and Abolition) Act.		
6.	The bidder or any of its partners/directors etc. should not have been		
	black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral		
	turpitude or convicted of any economic offense or with violation of		
	any labour laws etc. by any court or any authority appointed to		
	enforce any labour laws or regulations.		
7.	The bidder should have a registered Office for Canteen at Hubbali-		
<i>'</i> .	Dharwad.		
8.	The bidder must participate in the scheduled pre-bid meeting and		
	site visit (Refer NIT).		
9.	Bidder should have provided annual canteen service to at least three		
	(3) Government clients/ PSU/ Public Sector Companies/ Banks/		
	Central & State Educational Institutes of repute satisfactorily.		
	Declaration		

Declaration

I/We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIT Dharwad for at least 3 years.

Date: Place: Signature with Seal of Authorized Signatory

DETAILS ABOUT THE BIDDER / COMPANY

1.	Name and address of applicant *	
2.	Telephone No./Fax No./email address	
3.	Legal status (Attach copies of original document defining the legal status). a) One Person Company b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particulars of registration with registrar of companies ESI, EPF, Goods & Service Tax etc. (Attach attested photocopies) a) Registration Number b) Place of Registration	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	

* Complete details of clients of the tenderers must be enclosed with the Technical bid. Clients' addresses, name(s) of contact person(s) with phone numbers must be listed in the enclosure. The Tender Committee may carry out surprise visits to establishments/ facilities serviced currently by the tenderers for verification.

Appendix- 'C'

SELF-DECLARATION – NO BLACKLISTING

(Date)

The Assistant Registrar (C&S) IIT Dharwad Dear Sir,

Ref: Tender for providing canteen facility at IIT Dharwad

In response to the Tender Document for providing canteen services at IIT Dharwad, I/ We hereby declare that presently our Company/ firm ______ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm_____is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place: Date:

Signatures	
-	

Name_____

Seal of the Organization

PRICE BID

<u>SI. No.</u>	Description	Rate offered (INR) per Month
(A)	Monthly License Fee for running canteen facility at IIT Dharwad	

Notes: -The bidder is to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the tender document before quoting the rates. The highest bidder will be given the contract to run the canteen.

Signature of the Contractor with seal

List of Items

(The items and their indicated Rates are purely representational. The final item list and prices may differ based upon a mutual acceptance between Institute authorities and the Contractor)

ITEM DESCRIPTION	<u>RATE IN INR</u>
BEVERAGES	
TEA (100 ml) (No readymade tea)	8
COFFEE (100 ml) (Filter or Instant coffee)	12
MILK (200 ml)	15
BOURNVITA/HOT CHOCOLATE MILK/HOT BOOST MILK/HOT	
HORLICKS MILK (200 ml)	20
ICE-CREAMS & COLD DRINKS	MRP
CHIPS & BISCUITS	MRP
MILKSHAKES (Seasonal and made with real fruit pulp)	(Only fresh fruit milkshakes are allowed- not syrup ones)
ROSE MILKSHAKE/CHOCOLATE MILKSHAKE/BOURNVITA MILKSHAKE/BANANA / MANGO / STRAWBERRY MILKSHAKE/BUTTERSCOTCH MILKSHAKE (200 ml)	25
COLD COFFEE	25
JUICE	(Only fresh fruits are allowed not the syrup nor packaged ones)
NEEBU PAANI (200 ml)	8
MOSAMBI JUICE/PINEAPPLE JUICE/WATER MELON JUICE/ORANGE JUICE (200 ml)	25
PARATHA	
ALOO/GOBI/ONION/MIX VEG PARATHA (8 inch Diameter & seasonal)	20
PANEER PARATHA (8 inch Diameter)	25

FRANKIES	
VEG FRANKY	20
EGG FRANKY	20
PANEER FRANKY	25
CHICKEN FRANKY	25
EGGS TO ORDER	
BOILED EGG (1 egg)	8
OMELET (1 egg)	10
DOUBLE OMELET	18
EGG BHURJI (2 egg)	18
FRIED RICE	(The quantity to be fit completely in 150 ml <u>Bowl)</u>
VEG FRIED RICE	30
EGG FRIED RICE	30
PANEER FRIED RICE	45
CHICKEN FRIED RICE	45
<u>RICE</u>	(The quantity to be fit completely in 250 ml <u>Bowl)</u>
VEG BIRYANI + 100 ml RAITA	35
EGG BIRYANI + 100 ml RAITA (1 egg)	40
PANEER BIRYANI + 100 ml RAITA (40-50 gms Paneer)	45
CHICKEN BIRYANI + 100 ml RAITA (100- gms chicken with bones/ 3 pcs)	45
DRY CHICKEN AND PANEER	<u>(The quantity to be fit</u> completely in 200 ml <u>Bowl)</u>
PANEER MANCHURIAN DRY (80-90 gms Paneer)	40

CHICKEN MANCHURIAN DRY	
(100-120 gms boneless chicken)	45
<u>SANDWICH</u>	<u>*(1 Total slice of cheese to</u> <u>be used in the cheese</u> <u>items)</u>
VEG SANDWICH/ALOO SANDWICH (slices of stuffing along-with cucumber, tomatoes, onion slices sandwiched between two buttered bread slices) without grill	25
VEG/ALU GRILLED SANDWICH	27
*VEG CHEESE SANDWICH	30
*VEG CHEESE GRILLED SANDWICH	32
EGG SANDWICH	25
CHICKEN SANDWICH	35
*CHICKEN CHEESE SANDWICH	40
BREAD BUTTER	10
FRENCH TOAST	20
MAGGI	(The quantity to be fit completely in 250 ml Bowl)
PLAIN MAGGI	20
VEG MAGGI	25
EGG MAGGI (1 egg)	25

<u>Penalties / Fine</u> (The penalty will be deducted out of monthly bill payable to the Contractor in case of violation/s)

Violation	Penalty per complaint
Violation of any other tender term not mentioned below	Rs.5,000/-
Cockroaches, flies, insect etc., in items	Rs.10,000/-
Usage of spoiled/stale food ingredients eg: rotten Vegetables, infected grains, expired items.	Rs.10,000/-
Poor maintenance/tampering with institute property	Rs.5,000/-
Presence of unwanted items in food: Harmful items like blade, glass, metal wires, nails, pieces of plastics etc.	Rs.10,000/-
Three or more complaints related to cleanliness in a day/week	Rs.5,000/-
Certain item was not cooked properly / overcooked / extra spicy / extra oily	Rs.5,000/-
Food poisoning	Forfeiture of PBG and cancellation of contract
Non adherence to the timings mentioned in the tender	Rs.5,000/-
Changes in listed items without permission of IIT Dharwad	Rs.5,000/-
If the quality of items is not found to be appropriate, or it is diluted.	Rs.5,000/-
Inappropriate personal hygiene of workers	Rs.5,000/-
Failure to maintain a proper health checkup of the workers	Rs.10,000/-
Using / storing brands not mentioned in the contract without prior permission	Rs.5,000/-
Noncompliance with workers dress Code / Uniform	Rs.5,000/-
Use of spurious brands, goods or accessories in preparation / presentation	Rs.10,000/-
Damage to Institute infrastructure	Rs.5,000/-
Possession or consumption of Tobacco items as mentioned in RFP	Rs.5,000/-

List of Permissible brands

ltem	Brand	
Salt	Tata, Annapurna, Nature fresh, Ashirvaad, Saffola, Captain cook, Patanjali	
Spices	M.D.H. Masala, Knorr, Catch, Everest, Mothers, Nilons, MTR, Priya, Patanjali,	
Chicken	Venky's Chicken, Godrej Real good, Zorabian, Suguna, Al Kabeer	
Ketchup	Maggi, Kissan, Heinz, Del Monte, Surabhi, Sam's, Ching, Patanjali	
Oil (Sunflower)- Refined	Sundrop, Godrej, Saffola, Fortune, Nature Fresh, Dhara, Patanjali use of Hydrogenated (vanaspati) oil is strictly prohibited	
Pickle	Mother's, Priya, Tops, Nilon's, MTR, Bedekar	
Atta/ Maida	Ashirvaad, Pillsbury, Annapurna, Samrat, Nature fresh, Patanjali, Shakti, Bhog	
Instant Noodles	Maggi, Top Ramen, Yippee, Ching's secret, Patanjali	
Flavoured drinks	Rasna, Roohafza, Mapro, Patanjali	
Papad	Lijjat, Ganesh, Shreeji, Ramdev, Mothers	
Butter	Amul, Mother dairy, Govardhan, Britannia, Kwality, Warana (use of margarine or any other butter substitutes are prohibited)	
Bread	Modern, Kwality, Wibs, Britannia, Bonn, Harvest Gold	
Cornflakes	Kellogg's, Patanjali	
Cornflakes flavoured	Kellogg's	
Jam	Kissan, Tops, Cremica, Mapro, Druk, Maggi, Surabhi, Mother's	
Ghee	Amul, Mother Dairy, Britannia, Gits, Nestle, Everyday, Dynamix, Vadilal, Warana	
Shrikhand	Amul, Warana, Chitale	

Frozen yogurt	Mother dairy
Cow Milk(Half Cream/nontoned)	Amul, Mother Dairy, Govardhan, Warana, Kwality

Paneer	Amul, Mother Dairy, Warana, Gowardhan
Теа	Brooke bond, Lipton,Tata, Tetley, Godrej
Coffee	Nescafe, Bru, Tata, MR
Ice Cream	Amul, Mother Dairy, Kwality wall's, Natural's, Havmor, Vadilal, Patanjali. Dinshaw's, Cream bell
Soya	Nutrela
Frozen Peas	Safal (offseason), Al kabeer, Vadilal
Cheese	Amul, Mother Dairy, Britannia, Warna, Govardhan
Kolum Rice	Royal, Donur, Kohinoor, India gate
Basmati Rice for special rice	Every-day, Daawat
Custard Powder	Brown & Polson
Sauce (Chilli , Garlic , Soya, Manchurian, Tomato)	Chings, Heinz, Maggi, Kissan , Sam's, Cremica, Tops
Toor Dal / Masoor Dal / Urad Dal / Chana Dal	Tata, India gate, MTR Packed materials from Metro / D mart / Big Bazaar / Big basket
Sugar	Madhur, Mantra, Satyam, MTR Packed materials from Metro / D mart / Big Bazaar / Big basket
Corn flour / Rava	Satyam Packed materials from Metro / D mart / Big Bazaar / Big basket

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on <u>Non-judicial stamp paper</u> of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBALI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBALI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBALI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To, The Registrar, Indian Institute of Technology Dharwad Dharwad, Karnataka– 580011.

LETTER OF GUARANTEE

Whereas, Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No _______ for '------' and whereas, the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "**Registrar, Indian Institute of Technology, Dharwad**" in the form of Bank Guarantee for Rs ------- (**Rs (words)**-------)(10% (Ten percent) of the purchase value) and valid till <u>one year or up-to warranty period whichever is</u> <u>later</u> from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur **Rs** ------- (**Rs** (words) ------)

This Bank further agrees that the decision of Indian Institute of Technology, Dharwad (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

Notwithstanding anything contained herein: -

- 1. Our liability under this Bank Guarantee shall not exceed Rs ------ (Rs in words ------).
- 2. This Bank Guarantee shall be valid up to(date) and
- 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Dharwad serves upon us a written claim or demand on or before(date).

Yours truly,

Signature and seal of the guarantor: Name of Bank: Address: Date: