

भारतीय प्रौद्योगिकी संस्थान धारवाड़
INDIAN INSTITUTE OF TECHNOLOGY DHARWAD
PERMANENT CAMPUS (PC), CHIKKAMALLIGAWAD
DHARWAD 580 011, KARNATAKA

TENDER FOR PROVIDING CANTEEN SERVICES (VEGETARIAN) AT IIT DHARWAD

1. Introduction:

- 1. Online bids are Invited for providing Canteen Services (Vegetarian) at IIT DHARWAD on single stage two bid system. The bids has to be submitted online only, no manual bids will be accepted.
- 2. Document Download: Tender documents may be downloaded from www.iitdh.ac.in and GEM site gem.gov.in as per the schedule.

CRITICAL DATE SHEET

| Published Date | |
|----------------------------|---------------------|
| Bid Document Download | |
| Bid Submission Start Date | As per GEM Document |
| Bid Submission End Date | |
| Technical Bid Opening Date | |

3. Bid Submission:

Bids shall be submitted online only at GEM website: gem.gov.in.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 3.1 Not more than one tender shall be submitted by one contactor or Contractors 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 tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 3.2 The Institute has discretion to relax any of the condition(s) mentioned in tender document and/or increase any criteria to short list the Bidders during scrutiny of tender.
- 3.3 Tenderer who has downloaded the tender from the Institute website www.iitdh.ac.in and GeM Portal (GeM) website www.gem.gov.in, shall not tamper/modify the tender form including downloaded financial Bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Kalindi Institute.
- 3.4 Intending tenderers are advised to visit again the Institute website www.iitdh.ac.in and GeM website www.gem.gov.in regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

2. EARNEST MONEY DEPOSIT (Bid Security) & SECURITY DEPOSIT (Performance Security):

While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIT DHARWAD through the following instruments:

Earnest Money Deposit (EMD) of ₹ 50,000/- (Rupees Fifty Thousand Only) in the form
of Demand Draft from any of the Nationalized Commercial Bank drawn in the favour of
'The Registrar, IIT DHARWAD' payable at DHARWAD to be submitted along with
Technical Bid failing which, bid will be Rejected.

The Copy of the EMD should be submitted online along with technical bid and the DD should be sent to Contract & Services Office, IIT DHARWAD by post/courier/by hand the EMD should reach the office within 5 working days from the last date of the bid submission any delay from the Bidder for submission of EMD will not be considered and bid submitted without EMD will be rejected.

MSME (Micro, Small and Medium Enterprises) who are having valid Udyam registration Certificate and verified startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are Exempted from submitting the EMD, the relevant document to avail exemption is to be submitted in lieu of EMD along with the bid security declaration as per Annexure - 3 in the technical bid.

Service Provider/Bidder having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s) are exempted from submitting the EMD, the Bidder should submit the Annual Turnover Certificate issued by the authorized CA firm on its letter head to avail exemption in lieu of EMD along with the bid security declaration as per Annexure - 3 in the technical bid.

The Bidders who wants/wishes to avail the exemption from submitting the EMD should submit the bid security declaration as per Annexure - 3 along with the relevant documents to avail the exemption from submitting the EMD, The bids submitted without requested document will not be considered for evaluation.

2. EMD of unsuccessful Bidders will be returned after 30 days after the Completion of the Technical Evaluation. The EMD will be valid for 45 days from the last date of bid validity period.

- 3. For successful Bidder, EMD will be returned after submission of Security Deposit (Performance Security) of ₹ 1,00,000/- in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial/nationalized bank, Bank Guarantee [including e-Bank Guarantee] from a Commercial/Nationalized bank which shall be valid for the Contract period plus sixty days and will be retained with IIT DHARWAD till sixty days beyond the expiry/termination of Contract no interest will be paid from IIT DHARWAD on Security deposit. The security deposit should be submitted within 15 days from the date of receipt of the Contract. The security deposit should be drawn in favor of Registrar IIT DHARWAD.
- 4. The format of the Performance Bank Guarantee should be as per Annexure 9 attached.
- 5. Performance Security/Security Deposit will be returned after two months from the date of expiry of the Contract. The validity of PBG should be of 14 months from the starting date of Contract.
- 6. Bid Security submitted by the Bidder shall be forfeited, if the Bidder:
 - i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - ii. If it comes to notice that the information/documents furnished in its bid is false, misleading or forged; or
 - iii. Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions.
- 7. If the Contractor breaches any terms and conditions of the agreement which is deemed to be serious by the Institute/the services rendered are found unsatisfactory, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

3. SCOPE OF WORK

Details of Providing Institute canteen facility at IIT Dharwad is mentioned below: -

3.1 General Overview of the service: -

IIT DHARWAD currently operates from its permanent Campus we have got 2 Canteens in the campus. The Institute is looking for a service provider who wishes to provide the services to the Institute at pre-approved rates as per Annexure – 5.

(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 fixed/approved rates by the IIT Dharwad authorities. Also, only approved items at designated rates are required to be sold by the canteen. The timings of the canteen are to be followed strictly. It may be noted that the timings may change as per the Institute routine. Tentative timings are as given below: -

| Timings |
|----------------|
| 12 pm to 02 am |

The timings are subject to change as per mutual agreement between the council and the Contractor with the approval of the Competent Authority.

- (b) The **approximate strength** of inhabitants of the IIT Campus during regular semester (January to April and August to November) is around 1300. The numbers during summer and winter vacations (i.e. during May, June, July and December each year) is around 200. This may vary based on the number of summer/winter courses offered. The numbers may increase or decrease than the mentioned. The Institute does not take any responsibility for variation in numbers.
- (c) **Engagement of required staff** shall be done by the Contractor in consultation with the Institute authorities for the suitability. It is essential for the staff to be of legal age, suitably trained, and experienced to be deployed.
- (d) The Contractor will have to make all necessary arrangements for a **neat**, **clean and organizational outlook** of all his 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. The Contractor should make all necessary arrangements to ensure this effect.
- (e) The Contractor shall ensure **pure vegetarian food only including Jain food.**

- (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 carry out **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 the Canteen. The Institute will have no obligation in this regard whatsoever.
- (i) The Contractor will ensure the **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 on their 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 the 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.
- (l) The cooking gas cylinders and refilling of the same, cutlery, cooking and serving vessels etc. that are required for running a canteen have to be arranged by the Contractor.
- (m) The kitchen appliances namely the wet grinder, mixer, toaster, micro-oven, etc shall be provided by the Contractor during the period of contract.
- (n) The Contractors will have to bid for license fee for the Canteen premises for the first year. For the next and subsequent year, the fee will be increased @ 5% each year to the previous year. The "Highest Bidder" will be given the offer to start the canteen.

3.2 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 the necessary arrangements to run the 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 negligence will be repaired or replaced at Contractor's cost and shall attract penalty as per tender document.

3.3 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 in 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, cigarettes, chewing tobacco in any form, gutkha, masala, pan etc. Violation will attract penalties.
- (c) The Waste and Garbage disposal is the responsibility of the Contractor he should arrange the required things on his own Institute will not provide any support regarding this. The Contractor should follow all the Institute & Government Instructed procedures of waste management.
- (d) The manhole and drainage cleaning is the responsibility of the Contractor where the kitchen waste is disposed of.

3.4 Daily functioning of the Canteen: -

(a) The list of food items along with fixed rates is placed at Annexure 'E'. The rates have been fixed by IIT Dharwad and will be supported by the Contractor for the entire

duration of the contract.

- (b) The Contractor will ensure functional canteen on all days. In this 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 the Institute authorities.
- (c) If the Contractor wishes to close the Canteen due to unavoidable circumstances, he/she should get written permission from the Competent Authority.

4. Minimum eligibility (Pre-Qualification) Criteria

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

| Sl No. | Criteria | Documents Required |
|--------|---|--|
| 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). Relevant Document of registration |
| 2. | The Bidder should be in canteen/catering business for not less than three years before 31.03.2024. Bids of firms which are not in existence / canteen / catering business for 3 years as mentioned above shall not be considered. | Work order/ experience certificate/ agreement document with satisfactory and completion certificate issued by the Competent Authority. (The details should be filled as per Annexure - 8 with supporting documents) OR Any other document to prove the existence of operation as a canteen. |
| 3. | The Bidder is required to submit license of his firm for running | , , |

| | canteen/mess obtained under FSSAI act 2006 along with his technical bid. | |
|----|---|--|
| 4. | Bidder should be registered with Income Tax and Goods & Service Tax departments | (a) Attested copy of PAN/GIR |
| 5. | 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 as per Annexure - 2 Attached |
| 6. | The average annual financial turnover on a similar service of the agency should not be less than 20.00 lakh (Rupees Twenty lakh only) during last three financial years. (i.e. during 2021-22, 2022-23, & 2023-24). | To be certified & validated by Chartered Accountant (CA) with name of CA, registration number, signature and stamp along with ITR Copies. The sample format is attached as Annexure - 7 |
| 7. | The bidder should go through the tender document and accept all the terms and conditions and submit the tender acceptance letter in the technical bid. | Self-Declaration in the format as per Annexure- '4' |

Note: - Any firm/Bidder not fulfilling any of the above-mentioned criteria duly supported by the indicated documents shall be outrightly rejected and the bid shall not be considered for further evaluation.

4.1 Evaluation Criteria: -

- (a) Technical bids (pre-qualification validation) will be opened first and evaluated based on the documentary and evaluation criteria including minimum eligibility criteria stipulated in the tender document. Only the technically qualified Bidder will be allowed to participate in the forward auction.
- (b) As per the format provided in GeM, Bidders will bid for the License fee and the H-1 Bidder (highest license fee offering Bidder) will be awarded the contract for running the canteen.
- (c) The rate should be quoted after considering Minimum Wages for Zone 'B', as prescribed by the 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 format specified in GeM. Conditional offers shall be considered nonresponsive and is liable to be rejected.
- (e) As there are two canteens in the Institute, to avail the quality services and to increase the Competition among the Contractors the Committee has decided to award the work for different Service Providers/Contractors to operate different Canteen the successful bidder of this contract will not be allowed to participate/will not be awarded the work in the Upcoming another Canteen tender.
- (f) The Contractor will be provided with the kitchen area of 144 Square Meters and Dining and Common area of 348 Square Meters to run the Canteen the bidder has to bid for 492 Square Meters.
- (g) The bidder has to bid for per month license fee to run the Canteen in IIT dhArwAD. The Contract will be awarded to the bidder who quotes for highest license fee per month through GeM Forward Auction.

5. Payment Terms

- i. The Contractor will have to pay ₹ 4,000 as water and electricity charges per month or as per actuals if a meter reading is available/as informed by the Institute. Wastage of water and electricity must be avoided. The charges are subject to periodic revision with mutual consultation of both parties and approval of the Competent Authority.
- ii. The bidder should pay ₹ 200 per month towards cleaning and maintenance of the premises, if the Institute carry out the cleaning of the common areas.
- iii. The contractors will have to bid for license fee (Inclusive of GST) for the Canteen for the first year. For the next and subsequent year, the fee will be increased @ 5% each year to the previous year. The "Highest bidder" will be given the offer to start the Canteen.
- iv. The bidder should submit license fee in advance every month without fail within seven working days. Delay in payment due to an unacceptable reason will attract a penalty.
- v. The bills regarding the purchase made from the Institute departments will be settled after due verification from the concerned departments after the approval of the Competent Authority.
- vi. **Payment procedure:** The bills shall be processed for payment after scrutiny of all documents submitted by the service provider along with the verification report. The payment will be released to the designated account of the service provider through PFMS. No cash payment will be made by IIT dhArwAD. The Institute shall endeavour to settle the bill approximately within 30 days or at the earliest possible. However, no interest shall be liable on IIT DHARWAD for any unforeseen delay in settlement of bills. The Contractor should indicate the valid GST number and bank details on the final compiled Invoice.
- vii. The authorised representative or personnel deployed should submit the bill to the respective office along with all documents and get the acknowledge receipt, the Institute may ask for any relevant information/document required from the Contractor to release the payment.
- viii. No advance payment will be made to the Contractor; However, the bills will be settled every month after the Completion of the services without fail.
- ix. Deduction as applicable as per the norms of the Government will be made from the bill.

6. PRE-BID MEETING and SITE VISIT:

There will be a Pre-Bid Meeting in hybrid mode (Online and Offline) with the Committee for the interested bidders and site visit (for offline participants). The Bidders are advised to attend the pre-bid meeting and understand the requirements of the Institute and submit the bid after thorough understanding.

Prebid meeting venue will be: Contract and Services Office Meeting Room (NW 004) Administration Block, Permanent Campus, Chikkamalligawad IIT DHARWAD 580 011, Karnataka.

For Online participants, it is Instructed to send the request mail to: cs.office@iitdh.ac.in at least 24 hours before the scheduled Prebid meet to participate in the Prebid Meet. The Google Meet link will be shared with the interested bidders to participate in the Prebid meeting.

Authorisation to attend the pre-bid meeting: The Bidder or his representatives should bring the authorization letter to attend the pre-bid meet from the head of the organistion/firm or from the authorized signatory as per Annexure - 6 attached for online participants the Authorisation letter should be sent via E-mail to <u>cs.office@iitdh.ac.in.</u> The link to attend the pre-bid will be shared after verifying the authorization letter.

Prebid Meting Date and time: The prebid meet for interested bidders will be conducted on 16th January 2025 (Thursday) at 03:00 PM the bidders are advised to attend the prebid meet and site visit and go through the requirements of the Institute and submit the bid. If the prebid meeting gets cancelled/delayed due to unforeseen reasons, the same will be conducted on the next working day.

The bidders are instructed to send their queries via E-mail to: cs.office@iitdh.ac.in at least 24 hours before the prebid meet starting time so as to address the queries with adequate information, the decision of the Committee will be treated as final for any queries raised. Any queries raised after the end of the prebid meeting will not be entertained by IIT DHARWAD.

7. General Terms of the Contract

- 1) Confidentiality: The Contractor and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the services, agreement or the Institutes business or operations without the prior written consent.
 - The Contractor should not provide/reveal the secured and confidential information/data about the Institute and Institute stake holders to the unauthorized person/firm. If any data of the Institute has to be shared with any authorized person/firm for any official work, written consent from the Competent Authority of the Institute has to be taken. If any breach is found by the Bidders Institute reserves the right to forfeit the security deposit and Initiate legal actions, damage compensation will be calculated and recovered from the Bidder.
- 2) Force Majeure. During the pendency of the service agreement if the performance in total or part thereof by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including the breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the Contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the Contract as soon as possible after the restoration of normalcy.
- 3) Termination for Default: The Institute may, without prejudice to any other remedy for breach of agreement, may terminate the Work Order in whole or in part, by written notice of default sent to the Contractor and the Performance Bank Guarantee (PBG)/Security Deposit shall stand forfeited if:
 - a. The Contractor fails to deliver any or all of the obligations within the time period(s) specified in the Work Order / Agreement or any extension thereof granted by the Institute.
 - b. The Contractor fails to perform any other obligation(s) under the Work Order / Agreement and fails to rectify it within the notice period for the rectification of the same.

4) Termination of Contract:

i. The Institute has the absolute right to terminate the Contract/Services at any time by giving three months' notice in writing without assigning any reason whatsoever and the Institute shall not be responsible for any loss, damage etc. suffered by the firm/agency/company as a result of such termination of Contract. The Institute does not provide any compensation for such termination to the firm

- or the workmen who are employed.
- ii. In the event of the Bidder/Contractor desiring an earlier termination of Contract/services, he/she shall have to give 3 (three) months advance notice to the Institute or till the commencement of the new Contract, with proper validation to the Committee, if the Committee finds the reason is unsolicited. The Institute reserves the right to forfeit the Security deposit either in part or full.
- **5) Termination for Insolvency**. The Institute may at any time terminate the Work Order by giving written notice to the Contractor without compensation if the Contractor becomes bankrupt/insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued thereafter to the Institute.
- 6) Arbitration: All disputes, differences, claims and demands arising under or pursuant to the agreement shall be referred to the sole arbitrator to be appointed by the Institute. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification/reenactment thereof for the time being in force. Such arbitration shall be held at Dharwad, Karnataka. It is clarified that the Civil court shall have no jurisdiction to entertain any such disputes.
- 7) **Jurisdiction of Courts:** In all matters and disputes arising hereunder, the appropriate Courts at Dharwad, Karnataka alone shall have jurisdiction to entertain and try them.
- 8) Indemnification: The Contractor shall at all time indemnify the Institute against all suits and claims which may be made in respect of the services.
- 9) Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. The Contractor should enter into a non-disclosure agreement with the Institute on a non-judicial stamp paper.
- **10) Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the services and conduct trials, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

8. SPECIAL TERMS AND CONDITIONS

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

TDS @ 1% or 2% (as the case may be) shall be deducted from the amount payable to the service Provider. The TDS certificate will be issued by IIT Dharwad. Payment of incometax on profits of the Bidder is the sole responsibility of the Service Provider.

9. Contract Implementation.

- i. Sub-contracting of the work will not be allowed otherwise penalty will be imposed.
- ii. 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.
- iii. Contractor will submit the police verification certificate of the all the staff to be deployed.
- iv. 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 from the Contractor to effect payment to the affected person(s).
- v. Institute reserves the right to terminate the contract at any time without assigning any reason. However, wherever feasible the Institute may consider notification of the annulment in advance to the Service Provider.

10. Safety & Insurance.

- i. The Bidder shall follow safety procedures in all respects.
- ii. The Bidder 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 Bidder should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- iii. The Bidder 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.
- iv. The Bidders shall at their own cost, if required, take necessary insurance cover in respect of theaforesaid services rendered to the Institute.

11. Security.

- i. The Bidder 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 Bidder's employee shall be Bidder's responsibility.
- ii. The Bidder 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 asasked by the Institute and replaced with an appropriate new person.
- iii. Institute reserves right to disallow any or all of the Service Provider's men from being deployed inside the Institute campus without assigning any reason.
- iv. In the event of any damage to the property of the Institute or life of its employees and/or their dependents the Bidder 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 Bidder at market value.

12. Statutory Obligations

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 including the following:

- i. Contract Labour (Regulation and Abolition) Act 1970, with latest amendments if any.
- ii. Contract Labour (Regulation & Abolition) Central Rules 1971, with latest amendments if any.
- iii. Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005, with latest amendments if any.
- iv. Minimum Wages Act 1948, with latest amendments if any.
- ii. Minimum Wages (Central) Rules 1950, with latest amendments if any.
- iii. Employees' Compensation Act 1923, with latest amendments if any.
- iv. The E.P.F. and Miscellaneous Provisions Act 1952, with latest amendments if any.
- v. Employees State Insurance Act 1948, with latest amendments if any.
- vi. The Child Labour (Prohibition and Regulation) Act 1986, with latest amendments if any.
- vii. Any other labour law applicable or introduced during the currency of the

Contract.

- 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.
 - ii. If the 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 mentioned in the tender document shall be initiated, that may include debarring / Blacklisting of the Contractor/imposing penalty.
 - iii. The Contractor has to provide appointment letter, photo identity card, ESIC Card, PF Number, UAN Number, pay slip of each month to the manpower engaged by them.
 - iv. The Contractor shall abide by all the prevailing laws for running of canteen/cafeteria and shall complete all the necessary formalities of obtaining licenses / permission etc. from concerned statutory bodies at his own. The Institute shall not take any responsibility for any legal provisions not met by the Contractor and on account of this, the Contractor shall solely be responsible.

13. General

- i. The staff employed by the Bidder, 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 Bidder 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.
- ii. If any employee of the Bidder is found to have committed misconduct or misbehavior, the Institute at its sole discretion, may direct the Bidder to remove such employee and the Bidder shall remove such employee(s) without questioning the decision of the Institute.
- iii. The personnel deployed by the Bidder will not become members of any trade union of the Institute. If the personnel employed by the Bidder indulge in union activities which affect the service obligation of the Bidder 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.
- iv. Further, the personnel deployed by the Bidder 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.

- v. The personnel deployed by the Bidder shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- vi. No housing/accommodation will be provided by the Institute to the personnel deployed by the Contractor unless otherwise specifically provided in the contract.
- vii. **Provision of periodic inspection.** This document makes provision for joint monitoring of contract deliverables wherein the Bidder / a suitable representative (Authorized by the Bidder with power of attorney) shall meet IIT Dharwad authorities on a monthly basis to manage the contract. Deviation from this will attract penalty.
- viii. The Institute authority has all the rights to relax any terms and conditions of the bid document if required at any stage of the tendering process.
 - ix. **Penalty: -** In case of non-compliance of any terms & conditions mentioned in tender documents, penalty may be imposed on the Contractor as decided by the Competent Authority on the recommendation of the Mess Committee.
 - x. **Revision of rate:** In case of extension of contract after one year, the Institute reserves the right to revise the rates of items considering the market rate/inflation subject to maximum of 5% of finalized rates increase per year on the written request of the Contractor after completion of one year of the contract subject to agreement on rates between student council and Contractor. However, the final authority lies with the Institute about revision of rates.
 - xi. The Bidder, if he so desires, may visit the Institute campus to inspect the Canteen site before the last date of submission of tender with the approval of the Institute authorities by following security procedures.
- xii. The Contractor should make arrangements to deliver the food/beverages items to Institute Office/Departments if sought by the respective departments with the approval of the Competent Authority. The respective departments will settle the bills after due verification and satisfactory services.
- xiii. The firm shall be responsible for timely payment of wages to its worker as per minimum wages act of Govt. of India. Any lapse following all statutory obligations shall be viewed seriously.
- xiv. The Contractor shall keep the canteen area (in and around) neat and tidy. He is responsible for maintenance of surrounding areas including the sewerage system of Canteen Block.

- xv. The kitchen of the canteen shall be maintained with the best hygiene standard.
- xvi. The Contractor shall take all precautions to maintain the quality of food. He shall not sell stale / old stuff / preparations. In such case, the Canteen Committee shall have the right to impose penalty as applicable.
- xvii. The Contractor must not use / store any hazardous chemical / dangerous element / banned or expired products in the canteen which may pose a threat to the health and safety of the people.
- xviii. The Contractor shall use good quality brands for cooking **(only Agmark+FSSAI certified products)** and shouldensure that only standard material / ingredients for cooking and serving are used. No local / sub-standard material / ingredients shall be allowed.
 - xix. The Contractor shall not use the canteen/ Institute premises for residential purposes for self or his staff and none of the employees of the Contractor shall be allowed to stay in the Institute premises during night/holidays etc.
 - xx. The Contractor shall provide the list of the workers along with their identification and residential proof, who are working in the canteen with police verification.
 - xxi. Any change in the staff shall be reported immediately and relevant proof of identification shall have to be submitted again. The Contractor shall solely be responsible for the conduct / behavior of the staff employed by him in the Institute canteen and shall solely be responsible for any mis-happening or undesirable incidence on account of the conduct / behavior of the staff engaged by the Contractor. The Contractor/supervisor and his staff must behave in a respectful manner with all the stakeholders.
- xxii. A list of staff working in canteen shall be forwarded to the local Police Station for verification.
- xxiii. The staff of the Contractor shall abide by the instructions issued by the Institute authorities from time to time and their movement in the Institute shall be restricted.
- xxiv. The Contractor shall ensure to keep all his belongings under lock and key. The Contractor shall be solely responsible for any loss, damage; theft etc. occurring in canteen and no compensation of any kind shall be made by the Institute.
- xxv. The Contractor will display the menu each day with price list. The items displayed must be available throughout the day.
- xxvi. The Contractor shall have to ensure that the canteen staff employed by him wears full dress withproper gloves, head cover, apron etc. The Contractor shall have to take all the measures to maintain good hygiene during the preparations and serving. The Supervisor and the Staff of thecanteen should preferably be vaccinated.

- xxvii. The approved rates of the food items as accepted by the Institute **shall not be increased** by the Contractor. **Similarly, no other item shall be sold** by the Contractor outside the approved list, without permission of the Institute.
- xxviii. The Contractor shall display the rates of items, as approved by the Institute at prominent places of canteen & staff room.
 - xxix. The Contractor shall have to make his own arrangements to remove / dispose-off garbage on daily basis and shall not use Institute premises for dumping of the garbage. The Contractor mustensure that the garbage is not scattered here and there and shall have to arrange proper dustbins. The garbage of these dustbins shall be properly disposed-off by the Contractor outside the Institute.
 - xxx. The Contractor shall keep the suggestion and Complaint book and the same shall be made available to anyone who wishes to raise the complaint or give suggestions. The same shall besubmitted to the concerned office for inspection every fortnight.
 - xxxi. The Contractor shall open the outlets in the Institute Campus in different locations to cater the quick needs of the Institute stakeholders
- xxxii. The Contractor shall not close the canteen without prior permission of the Institute. The Canteen shall remain open on Saturdays/Sundays/ Vacations/Holidays as per the requirement of the Institute. The Contractor shall maintain best quality of products to be served in the canteen and in the functions/fests/meetings of the Institute. The services of the canteen shall be available as and when required for such occasions beyond the Institute timings.
- xxxiii. The Contractor shall ensure that either he/she himself or his/her representative is available for proper administration and supervision of the Canteen services to the satisfaction of the Institute.
- xxxiv. After the termination / expiry of the contract, all the belongings of the Institute should be handedover to the Institute, including those items for which the Institute has undergone a separate agreement.
- xxxv. The Contractor shall ensure that the agreement made by the Institute with any other partyshall be enforceable upon him also. The Contractor shall have to ensure that no competitive product is being sold in the canteen for which the Institute has undertaken separate & exclusive tie-up.
- xxxvi. The members of Canteen Committee and department handling the Canteen. or any other staff as deputed by the Director can inspect the canteen any time to check the quality of food preparation, hygiene conditions, servicestaff conduct etc.
- xxxvii. The Contractor shall inform the Director before making any minor changes in the canteen liketiling work, sanitary work/repair/replacement of shelves etc. and at his own cost. The Institute willnot bear any such expense. Prior permission is necessary

before making any modifications. If violated, the Contractor will be imposed penalty as deemed appropriate as decided by the Competent Authority.

- xxxviii. Any loss to the property of the Institute caused by the Contractor shall be borne by the Contractor.
 - xxxix. In case of any dispute, the matter shall be resolved amicably. However, if the matter remainsunresolved, the same shall be resolved by an Arbitrator appointed by the Governing Body of the Institute, the decision of which shall be final & binding to both the parties.
 - xl. Other terms & conditions shall be mutually decided with the Bidder at the time of finalization of contract.
 - xli. The Contractor should deploy the required number of manpower for smooth operation. The personnel employed by the Contractor will be their own employees and the Institute will have no onus regarding their employment status. The vendor will make arrangements for their stay outside the Institute.
 - xlii. On the expiry of the contract or on its termination, as the case may be, the vendor shall deliver the vacant premises on *as is and where-is* basis to the Institute.

14. Extension Clause:

The Work Order will be issued initially for period of one year. The Work Order may be extended under the same rate, terms & conditions of the tender for further two years (year to year basis) subject to satisfactory services rendered by the service provider. Decision for extension shall be taken by the authority of the Institute only.

The license fee will be increased by 5 % to the previous year if provided extension.

BIDDERS GENERAL INFORMATION

(To be given on Company/Firm Letter Head)

| 1. | Bidders Firm/Individual Name | |
|-------|---|---|
| 2. | Name of Proprietor/Partners/Directors | |
| | of the firm/company | |
| 3. | Name of Power of Attorney holders of | |
| | bidder | |
| | | |
| 4. | Number of Years of experience | |
| 5. | Address of Registered Office | |
| | | |
| | | |
| | | |
| 6. | E-mail address | |
| 7. | Phone Number | |
| 8. | PAN No. | |
| 9. | GST No. | |
| 10. | Aadhar No. | |
| 11. | Whether the firm is MSME (Yes/No) | |
| 12. | Whether the firm is a start-up (Yes/No) | |
| Re | emarks: This annexure must be submitted in the technical bid along with valid | |
| | supporting documents. | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Date: | Signature of the Authorised Signatory | , |
| | of the Bidder/Firm | |

Name:

Designation: Official Seal:

Place:

Non-Blacklisting declaration

(To be given on Company Letter Head)

Date:

To, Registrar IIT DHARWAD

Sub: Declaration for non-blacklisting.

Tender Reference No:

Name of Tender / Work: TENDER FOR PROVIDING CANTEEN SERVICES (VEGETARIAN) AT IIT DHARWAD.

Dear Sir,

We hereby declare that we are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Yours Faithfully, (Signature of the Bidder, with Official Seal)

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD (on Company Letterhead)

| I /We, the authorized signatory of M/s, participating in the subject. Tender No:, for the job of, do hereby declare that in the event: I / We withdraw / modify our bid during the period of bid validity. |
|--|
| OR |
| I/We commit any other breach of tender conditions/ contract which would have otherwise attracted forfeiture of EMD. |
| OR |
| I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract. then I / We could be suspended from being eligible for bidding / award of all future tender(s) for a period as applicable per the Incident Management Policy of GeM. |
| Signature and seal of authorized signatory of bidder |
| Name of authorized signatory: |

TENDER ACCEPTANCE LETTER

(To be given on Company/Firm Letter Head)

| | | Date: |
|----|---|-------------------|
| | To, | |
| | Assistant Registrar | |
| | Contracts & Services | |
| | IIT DHARWAD | |
| | Sub: Acceptance of Terms & Conditions of Tender. | |
| | Tender Reference No: | |
| | Name of Tender / Work: - | |
| | | |
| | | Dear |
| | Sir, | |
| 1. | I/ We have downloaded / obtained the tender document(s) for the | e above mentioned |
| | 'Tender/Work' from the web site(| s) namely: |
| | | |
| | as per your advertisement, given in the above mentioned website(s). | |

- 2. I / We hereby certify that I / we have read the entire Terms and Conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.,), which form part of the Contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your Department/ Organisations too have also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
- 6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Department/ Organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the Contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
- 7. I /We will follow the rates prescribed by the Institute and will not sell the items more than MRP.

Yours Faithfully, (Signature of the Bidder, with Official Seal) Page **25** of **36**

APPROVED RATE FOR THE ITEMS TO BE SERVED IN THE CANTEEN

The institute has fixed the rate of items to be served in canteen and Buffet plate system to be served during the Institute functions. The Contractor should operate at one or more places within the campus as per institute's requirements.

Bidders are required to be bid <u>ONLY</u> on License fee to be paid for the Institute Canteen. The highest bidder for the license fee will be awarded the contract upon fulfilling all the terms and conditions.

MENU FOR VEGETARIAN CANTEEN

| SL.NO | ITEMS | QUANTITY | PRICE (in ₹) |
|-------|---------------|--------------------|--------------|
| 1 | Aloo paratha | 2 parathas | 35 |
| 2 | Tandoori Roti | 1 roti | 10 |
| 3 | Wheat roti | 1roti | 10 |
| 4 | Rumali roti | 1 roti | 15 |
| 5 | Dal makhani | 200g | 60 |
| 6 | Samosa | 1piece | 15 |
| 7 | Pasta | 200g | 70 |
| 8 | Sandwich | 1 sandwich | 30 |
| 9 | Chole bhature | 2 bhature | 70 |
| 10 | Chole kulche | 2 kulche | 70 |
| 11 | Aloo tikki | 4 piece | 40 |
| 12 | Momos | 5 piece | 60 |
| 13 | Kachori | 1 piece | 15 |
| 14 | Vada pav | 1 plate | 25 |
| 15 | Pizza | 1 full round pizza | 130 |
| 16 | Pav bhaji | 1 plate | 60 |
| 17 | Garlic bread | 3 piece | 50 |

| 18 | Masala dosa | 1 dosa | 50 |
|----|-------------------------|--------------------|----|
| 19 | Uttapam | 3 piece | 50 |
| 20 | Paneer shwarma | 1 roll | 90 |
| 21 | Tea | 1 cup | 10 |
| 22 | Coffee | 1 cup | 15 |
| 23 | Ginger tea | 1cup | 15 |
| 24 | Aloo patty | 1 piece | 35 |
| 25 | Peri peri fries | 100g | 50 |
| 26 | Veg cutlet | 1 piece | 15 |
| 27 | Poha | 1 plate | 30 |
| 28 | Dal tadka | 200g | 60 |
| 29 | Cheese grilled Sandwich | 1 peice | 40 |
| 30 | Maggie | 1 plate | 25 |
| 31 | Cheese maggie | 1 plate | 35 |
| 32 | Idli | 2 pieces, mid size | 35 |
| 33 | Vada | 2 piece | 35 |
| 34 | Pastry | 1 piece | 40 |
| 35 | Brownie | 1 piece | 50 |
| 36 | Malai kofta | 200g | 80 |
| 37 | Fried maggie | 1 plate | 30 |
| 38 | Burger | 1 piece | 45 |
| 39 | Onion paratha | 1 piece | 35 |
| 40 | Milkshakes | 200ml | 50 |
| 41 | Fruit juice | 200ml | 50 |
| 42 | Fankie | 1 roll | 50 |
| 43 | Misal pav | 1 plate | 60 |
| 44 | Veg roll | 1 piece | 30 |

| 45 | Rajma chawal | 1 plate | 70 |
|----|----------------------|---------|-----|
| 46 | Jowar roti | 1 plate | 20 |
| 47 | Butter dosa | 1 plate | 55 |
| 48 | Puri bhaji | 1 plate | 50 |
| 49 | Palak dal | 200g | 60 |
| 50 | Dal kolhapuri | 200g | 70 |
| 51 | Veg biryani | 1 plate | 55 |
| 52 | Paneer biryani | 1 plate | 70 |
| 53 | White rice | 1 plate | 40 |
| 54 | Paneer masala | 200g | 100 |
| 55 | Paneer tikka masala | 200g | 100 |
| 56 | Paneer kolhapuri | 200g | 100 |
| 57 | Paneer hydrabadi | 200g | 110 |
| 58 | Paneer butter masala | 200g | 100 |
| 59 | Paneer kadai | 200g | 90 |
| 60 | Paneer kofta | 200g | 100 |
| 61 | Matar paneer | 200g | 90 |
| 62 | Kaju kolhapuri | 200g | 120 |
| 63 | Kaju paneer masala | 200g | 120 |
| 64 | Mashroom masala | 200g | 90 |
| 65 | Mushroom kolhapuri | 200g | 100 |
| 66 | Veg kolhapuri | 200g | 80 |
| 67 | Veg hydrabadi | 200g | 80 |
| 68 | Mix veg | 200g | 70 |
| 69 | Aloo gobi | 200g | 60 |

| 70 | Chana masala | 200g | 70 |
|----|----------------------|----------|-----|
| 71 | Soyabean masala | 200g | 70 |
| 72 | Soybean palak masala | 200g | 70 |
| 73 | Bhendi masala | 200g | 70 |
| 74 | Bhendi fry | 200g | 60 |
| 75 | Garlic naan | 1 piece | 15 |
| 76 | Plain naan | 1 piece | 12 |
| 77 | Butter naan | 1 piece | 18 |
| 78 | Veg noodles | 1 plate | 45 |
| 79 | Veg manchurian | 6 piece` | 60 |
| 80 | Plain dosa | 1 | 30 |
| 81 | Paddu/ponganalu | 6 piece | 35 |
| 82 | Veg Thali | 1 | 70 |
| 83 | Special Veg Thali | 1 | 100 |
| 84 | Packed Items | 1 | MRP |

Note: - All prices are inclusive of GST.

All the crockery (Bone china/Ceramic) will be provided by the Contractor.

No extra charges will be paid for parcelling.

LETTER OF AUTHORISATION TO ATTEND THE PREBID MEET (TO BE PROVIDED ON THE LETTER HEAD OF THE AGENCY/FIRM)

| \cap | |
|--------|--|
| | |

Dear Sir, I/We

Assistant Registrar Contracts & Services IIT DHARWAD

(Name of the Firm / Individual)

Subject: Authorisation for attending the Pre-Bid meet in respect of TENDER FOR PROVIDING CANTEEN SERVICES (VEGETARIAN) AT IIT DHARWAD.

| - | (Name of the Firm/Indiv | | athorize the following | 0 1 |
|------------|---------------------------------------|-------------------------|------------------------|-----------------------|
| to atte | nd the scheduled Pre-Bid Me | eting against the above | e Tender Document | • |
| | | | | |
| Sl. No. | Name of the authorized representative | Designation | Phone No | Specimen Signature |
| 1. | | | | |
| 2. | | | | |

We confirm that we shall be bound by all commitments made by the afore mentioned authorised representative(s)

| Date: | Signature of the Authorised Signatory |
|-------|---------------------------------------|
| | of the Bidder/Firm |
| | |

Place:

Name: Designation:

Official Seal:

Note:

Bidder's authorized representative[s] is/are required to carry a copy of this authority letter while attending the 'Pre-Bid Meeting' for online participants. The authorization letter should be sent to cs.office@iitdh.ac.in After verifying the authorization letter, the online meet link will be shared.

The authorized representative shall carry any government Identification viz. Aadhar Card, Voter ID Card, and Passport, along with firm/organisation ID card for the Pre-Bid meeting and the site visit.

ANNUAL TURNOVER DETAILS (TO BE PROVIDED ON THE LETTER HEAD OF THE CA FIRM)

| This | is | to | Certify | that | the | Annual | turnover | of | the | firm |
|---------|------|---------|--------------|------|--------|--------------|-----------------|--------|---------|----------|
| M/s | | | | | during | the followin | ng financial ye | ear me | ntioned | l in the |
| table b | elow | is true | e and correc | ct. | _ | | | | | |

| Sl No. | Financial Year | Annual Turnover in ₹ |
|--------|----------------|----------------------|
| 1. | 2023-24 | |
| 2. | 2022-23 | |
| 3. | 2021-22 | |

Date: Signature and Seal of the

Authorised Chartered Accountant

Place: Name:

Designation:

Address:

Note: The document has to be certified & validated by the Chartered Accountant (CA) with the name of CA, registration number, signature, and stamp. In case of failure to submit the aforesaid document, bids will not be considered.

The Bidder should attach the ITR copies of the above-mentioned financial years along with this document without fail.

WORK ORDER/PURCHASE ORDER/CONTRACT AGREEMENT DETAILS (TO BE PROVIDED ON THE LETTER HEAD OF THE AGENCY/FIRM)

| Sl No. | Name of the Client/Institute/ Organistaion | Description of the Services | Order No. and Date | Amount/Value of the Work Order | Period of the Contract | Remarks |
|--------|--|-----------------------------------|--------------------------|--------------------------------------|------------------------------|---------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Note: The Contract Period of One year will be considered as 1 completed service/completed Work order for evaluation, if the Contractor has provided services for more than one year for any Organistion/Institute he/she should mention it in detail.

The bidder should attach the relevant supporting documents.

| | Signature of the Authorised Signatory of the Bidder/Firm |
|--------|--|
| Date: | |
| Place: | |

FORMAT FOR PERFORMANCE GUARANTEE BOND
(To be typed on Non-judicial stamp paper 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 GeM Bid No Dt. for 'Canteen Services IIT Dharwad' 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 Rs1,00,000/- and valid till (14 months) 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 catering service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur Rs(Amount of PBG) |
| 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. We, |
| Guaranteeherein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Dharwad (Buyer). |
| Notwithstanding anything contained herein: |
| Our liability under this Bank Guarantee shall not exceed Rs |
| This Bank Guarantee shall be valid up to |
| This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at ourbranch office at |
| Yours truly, |
| Signature and seal of the guarantor: |
| Name of Bank and address: |
| Date: |

1. 2. 3.

Fines/Penalty

| Violation | Penalty per complaint |
|---|----------------------------------|
| Violation of any other tender term not mentioned below | ₹ 5,000/- |
| Cockroaches, flies, insect etc., in food items | ₹ 5,000/- |
| Deliberate usage of spoiled/stale food ingredients, ex: Leftover food, rotten Vegetables, infected grains, and items with an expiry date. | ₹ 10,000/- |
| Poor maintenance/tampering with institute property | ₹ 5,000/- |
| Presence of annoying items in the food: - Harmful items like blade, glass, metal wires, nails, pieces of plastics etc. | ₹ 5,000/- |
| Three or more complaints related to cleanliness in a day/week | ₹ 5,000/- |
| Certain food item if not cooked properly/overcooked/extra spicy / extra oily/half cooked | ₹ 5,000/- |
| | Forfeiture of PBG |
| Food poisoning incidents | and cancellation of the contract |
| Nonadherence to the timings mentioned in the tender or as decided by Institute Authorities | ₹ 5,000/- |
| Changes in the listed items without permission of IIT Dharwad | ₹ 5,000/- |
| If the quality of items is not found to be appropriate, or if it is diluted. | ₹ 5,000/- |
| Inappropriate personal hygiene of workers | ₹ 5,000/- |
| Failure to maintain a proper health checkup of the workers. | ₹ 5,000/- |
| Using / storing brands not mentioned in the contract without prior permission. | ₹ 5,000/- |
| Noncompliance with workers dress Code / Uniform. | ₹ 5,000/- |
| Use of spurious brands, goods or accessories in preparation of food/presentation. | ₹ 5,000/- |
| Damage to Institute infrastructure. | ₹ 5,000/- |
| Poor maintenance/tampering of the drainage System. | ₹ 5000/- |
| Possession or consumption of Tobacco items as mentioned in tender. | ₹ 5,000/- |
| Delay in serving food & Shortage of food. | ₹ 5,000/- |
| Reuse of heated oil. | ₹ 2000/- |
| Violations regarding waste disposal, e.g., littering, non-segregation of waste, etc | ₹ 5,000/- |
| Deliberate Non submissions of License fee, electricity charges on time | ₹100/- |
| Reduce in the quantity/quality of food being served. | ₹ 500/- |
| Misbehavior of the staff with Institute stakeholders. | ₹ 500/- |
| Deliberate non delivering of ordered food items in time. | ₹ 500/- |
| Non-availability of items in the Canteen. | ₹ 500/- |

List of Permissible Brands

The Contractor should use the Institute's decided brands to ensure quality. The Institute reserves the right to impose fines if the Contractor does not follow it.

| Item | PREFERRED Brand (Brands equivalent / better than the indicated brands are preferred) |
|-----------------------------------|---|
| 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 <u>Use of Hydrogenated (Vanaspati) oil / RG is strictly prohibited</u> |
| 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, Nandini, Krishna (use of margarine or any other butter substitutes are prohibited) |
| Bread | Modern, Kwality, Wibs, Britannia, Bonn, Harvest Gold, Tru Mishra |
| 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, Nandini, Krishna |
| Shrikhand | Amul, Warana, Chitale, Nandini, Krishna |
| Frozen yogurt | Mother dairy, Nandini, Krishna |
| Cow Milk (Half Cream/nontoned) | Amul, Mother Dairy, Govardhan, Warana, Kwality, Nandini, Krishna |

| Paneer | Amul, Mother Dairy, Warana, Gowardhan, Nandini, Krishna |
|--|---|
| Tea | 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, Arun |
| Soya | Nutrela |
| Frozen Peas | Safal (offseason), Al kabeer, Vadilal |
| Cheese | Amul, Mother Dairy, Britannia, Warna, Govardhan, Nandini, Krishna |
| 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 |

The Institute reserves the right to modify the brands at any time before or after awarding the contract during any time.