

NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

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TENDER DOCUMENT

Tender Notification No: **03/NITK/CANTEEN/FC/2022-2023/A2**

Dated: **11/11/2022**

Name of Service	Running of Canteen at Food Court, NITK Surathkal
EMD Amount	Rs.1, 20,000/-
Period of service	3 years (depending upon the performance)
Date and Time of E-Pre-Bid Conference	On 16/11/2022 at 3.30pm Board Room, NITK
Bid Document Download Start Date	11/11/2022 at 4.30 PM (if possible)
Clarification Start Date	11/11/2022 at 4.30 PM
Clarification End Date	15/11/2022 at 2.30 PM
Online Bid Submission Start Date	11/11/2022 at 4.30 PM
Online Bid Submission End Date	25/11/2022 @ 3:30 PM
Address for Submission of Tender	https://eprocure.gov.in/
Date of opening technical bid	28/11/2022 @ 9:00 AM
Purchase officer Name and Contact(Related to purchase inquiry)	Mr. Gaurav Chowdhury Assistant Registrar (Purchase) Email id: gaurav@nitk.edu.in , Contact number:0824-2473993.

National Institute Of Technology Karnataka Surathkal
Post Office Srinivasnagar, Mangalore – 575 025.

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Notice Inviting Tender

The National Institute of Technology Karnataka Surathkal (in short, NITK Surathkal) is an autonomous body under the Ministry of HRD Govt. of India, an Institute of National Importance Imparting Technical Education and engaged in Research activities. More than 5000 students and more than 700 staff members are residing on the campus. We need a competitive contractor/service provider to run the **Food Court Canteen** in this Institute.

Sealed quotations are invited for running **Food Court Canteen** in the Institute Main building subject to terms and conditions from the reputed service provider so as to reach on or before the scheduled time. The quotations shall be furnished in the letterheads of firms addressed to the "**Director NITK Surathkal**" The envelope shall be superscribed with the Tender No. and Name of the Service for which tender is submitted.

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**Sd/-
Registrar**

Canteen Service: Running Canteen at Food Court, NITK, Surathkal

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1: Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements, and submit their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal, which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra, etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There is various search options built-in in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as

Organization Name, Form of Contract, Location, Date, Other keywords, etc., to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This

would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

1) Bidders should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted and the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule, and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with the black and white option, which helps in reducing the size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision for uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use the "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in the My Documents space, this does not automatically ensure these Documents being part of the Technical Bid.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable and enter details of the instrument.

4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided, and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

10. The off-line tender shall not be accepted, and no request in this regard shall be entertained whatsoever.

11. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

12. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

13. No deviation from the technical and commercial terms & conditions are allowed.

14. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to the CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk.

2.eReverse(Forward) Auction Instructions for Bidders

- 1.0 Tender Cum Auction is a combination of Tender Followed by Auction (Reverse / Forward Auction). It is also called as eRA.
- 2.0 In eRA, Tendering process will be followed as per the instructions given in NIT/Tender Documents. Subsequently, Reverse (or Forward) Auction as the case may be, will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online. The Reverse (or Forward) Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction.
- 3.0 Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse (Forward) Auction.
- 4.0 After opening of the price (financial) bids and System displays L1 (or H1) price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price (can be changed, if required), procuring entity will create Reverse (Forward) Auction and publish the same.
- 5.0 The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction and increase in case of Forward Auction). It allows bidders multiple opportunities to offer a price.
- 6.0 Procedure in submission of bids by the bidders during Reverse/Forward auction online
- 6.1 Bidders shall login using their login ID & Password and then using DSC.
- 6.2 Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified.
- 6.3 For participating in Live Auction,
 - Click on Live Auction Button.
 - Click on View button to participate in interested Auction.
 - There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
 - On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is appears as Blank in case no bidder has offered price.
 - Enter your Price in 'My Auction Price' in multiples of decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.

□ System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.

7.0 Terms and conditions for Reverse (Forward) Auction are as follows:

7.1 Reverse (Forward) Auction will be initiated after opening of price bids. The schedule of Reverse (Forward) Auction shall be intimated to the bidders by the system through their registered email and SMS to mobile number.

7.2 Only those bidders whose price bid has been opened by the Tender Inviting Authority shall be eligible to participate in Reverse (Forward) process. However, in case of in Reverse Auction process, the H1 bidder whose quote is highest during tender will not be allowed to participate as per H1 elimination policy. Similarly, in case of in Forward Auction process, the L1 bidder whose quote is lowest during tender will not be allowed to participate as per elimination policy.

7.3 Bidders are advised to read the 'Reverse (Forward) Auction terms and conditions' details of Reverse (Forward) Auction event carefully, before auction event.

7.4 Reverse (Forward) Auction can be held in two ways as indicated in the tender either on the Total overall cost of items/works or on Item wise/ Lot wise.

7.5 The 'Starting price' i.e. Start price and bid decrement (increment) price for Reverse (Forward) Auction will be decided by the Tender Inviting Authority.

7.6 Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

7.6.1 Current Bid Price in the Auction.

7.6.2 Start Price.

7.6.3 Decrement (or Increment) value.

7.7 The bidding direction in case of Reverse Auction is downward and for Forward Auction is upward.

7.8 In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %. For ex: Current price: - Rs. 49,000 Decrement value: - Rs. 1000 System Defined Maximum Seal %: - 50, in this case a bidder can quote minimum decrement amount as Rs $49,000-1000=$ Rs. 48,000 and maximum decrement amount is $49000-24500-1000=23500=24000^*$. In case of Forward Auction, in order to displace a standing highest bid and to become "H1", a bidder can offer a minimum bid increment or in multiples of incremental value up to or below Max Seal %. For ex: Current price: - Rs. 49,000 Incremental value: - Rs. 1000 System Defined Maximum Seal %: - 50, in this case a bidder can quote minimum increment amount as Rs $49,000+1000=$ Rs. 50,000 and maximum increment amount as $49000+24500+1000=74500=74000^*$. This continues as an iterative process.

- 7.9 The system will not disclose the name of the L1 (H1) bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse/Forward auction process.
- 7.10 There shall be no communication between the Tender inviting Authority and bidders and among bidders.
- 7.11 Bidders only see the lowest (highest) bid during Reverse (Forward) auction. At no point of time will any bidder see the name of other bidders or the prices of bidders other than the lowest bid.
- 7.12 After the completion of the online reverse(forward) auction, all bidders who have participated in Reverse (Forward) will see the L1(H1) price in Auction and further processing will be done by Tender Inviting Authority.
- 7.13 In case of no participation by techno-commercially qualified bidders in Reverse (Forward) Auction, the Tender price bids received during tender will be processed.
- 7.14 In case of auction on total value of items/works, the successful bidder may be required to submit a letter for price confirmation and rates of individual items/works within stipulated number of days after completion of Reverse (Forward) Auction event, besides sending the same by registered post / courier to the tender inviting authority.
- 7.15 Any variation between the final bid value during RA and that in the confirmatory letter forwarded will be advised to re-work and submit.
- 7.16 Server time shall be the basis of Start Time and Closing time for bidding and shall be binding for all.
- 7.17 All electronic bids submitted during the reverse(forward) auction process shall be legally binding on the bidder.
- 7.18 The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
- 7.19 The last successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
- 7.20 If a bidder does not submit bid in the Reverse/forward Auction, the price quoted by them in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse/Forward Auction or the price quoted in the price bid, whichever is lower.
- 7.21 In case of disruption of service at the service provider's end while the Reverse (Forward) Auction is live due to any technical snag or otherwise attributable to the system

failure at the server end, Tender Inviting Authority in consultation with Application Administrator may decide to extend auction if required as per system malfunction procedure displayed in the home page of the website. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards.

8.0 Post auction procedure: The Tender Inviting Authority will proceed with the Lowest (Highest) Bid in the Reverse (Forward) Auction for further processing.

9.0 Schedule for Reverse Auction: The Reverse (Forward) Auction schedule will be intimated later on, through e-mail and SMS after opening the price bid.

10.0 Auction extension time: If a bidder places a bid in the last {5} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {10} minutes, for the entire auction from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {5} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {5} minutes. In case, there is no bid in the last {5} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till 10 times extension is given during Reverse Auction. All bidders, regardless of their previous position, can submit their bid during the extension period also.

11.0 Bidding currency and unit of measurement: Bidding will be conducted in Indian Rupees as indicated in the tender.

12.0 Validity of bids: Price shall be valid for a period of defined number of months from the date of reverse auction. These shall not be subjected to any change whatsoever.

13.0 Bidders' bid will be taken as an offer to execute the work (or to award supply of the item) as per enquiry no. {.....} dt. {.....}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, action shall be initiated as per the tender terms and conditions.

14.0 The Tender Inviting Authority decision on award of contract shall be final and binding on all the Bidders.

15.0 The Tender Inviting Authority reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

16.0 The Tender Inviting Authority reserves the right to suspend or pause the reverse auction, if required. In such cases, as per discretion of Tender Inviting Authority, auction may be reopened.

- 17.0 The Tender Inviting Authority shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of Tender Inviting Authority shall be binding on the bidders.
- 18.0 Failure of power or loss of connectivity at the premises of bidders during the Reverse (Forward) auction cannot be the cause for not participating in the reverse (forward) auction. On account of this, the time for the auction cannot be extended and the organisation is not responsible for such eventualities.
- 19.0 Other terms and conditions shall be as per tender.
- 20.0 Bidder shall not divulge Bids or any other exclusive details of the organisation to any other party. If the Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action will be taken against such bidders as per banning procedure of the organisation.
- 21.0 Tender price bid (s) means the price bid (s) received during tendering for the items/work/services.
- 22.0 Auction closing price bid means the lowest (highest) online price bid received after the completion of Reverse (Forward) Auction.
- 23.0 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 24.0 Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- 25.0 No deviation to the technical and commercial terms & conditions are allowed.
- 26.0 The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

3:INSTRUCTION TO BIDDER:

Intending bidder shall submit his offer on etender portal, as follows

Envelope No.1 – Technical bid: The bidder should give all the details that are insisted in the Tender Document, details of their technical soundness in carrying out similar work (in Government Departments/ Government Undertakings/ public sectors/ reputed private sectors/ reputed Educational Institutes along with the certified copy of "Work/ Service Qualification Certificate" issued by the employer. The profile and staff structure should be furnished along with the copy of all related documents. The technical bid document (Terms and Conditions portion) should be signed and kept in this cover. This envelope should be super-scribed as "**Envelope No. 1 - Technical Bid**". The full name and address of the bidder should also be mentioned on the envelope and should be addressed to "**The Director, NITK Surathkal.**"

All information called for in the bid document should be furnished in the relevant formats in the Tender document. If, for any reason, information is furnished in a separate sheet, this fact should be mentioned against the relevant column. The bidders are cautioned that not giving complete information that is called for or not giving it in clear terms or making any changes in the prescribed forms, or deliberately suppressing the information shall result in summary rejection of his/their offer.

Minimum technical bid eligibility criteria requirement & document to be submitted (certified copies):

1. The bidder must possess GST registration. Self-attested copy of GST registration should be submitted;
2. The bidder must possess PAN registration with the Income Tax department. Self-attested Copy of PAN registration should be submitted;
3. The bidder must have the experience of having successfully completed similar services in any Government Department/ Undertaking/ public sector/ reputed private sector/ Educational Institute) for a period of not less than three years as on 31.07.2022. **The bidder must have the previous experience of having successfully completed similar work/ service as follows.**

(I) A minimum of **one single similar service** with dining strength of 600 and manpower **not less than 30 numbers as on 31/07/2022** in the same establishment.

OR

(II) A minimum of **two single similar services** with dining strength of 300 and manpower **not less than 15 numbers as on 31/07/2022** in the same each establishment.

Similar nature of work means (A) running of the Canteen in Educational

Institutions such as Indian Institute of Technology, Indian Institute of Management, National Institute of Technology, IISERs, IITs, All India Medical Sciences/ Central Universities/State Universities/Deemed Universities/or Academic/Research Institution Functioning under/affiliated Ministry of Human Resources Development/AICTE/CSIR/DRDO, (B) Running of Large Industrial /Institutional Canteen successfully in the State or Central Public Sector Undertakings or Companies in Private Sector, Organisations/Institutions/Statutory and Autonomous Bodies, etc.

Please note: The Work Orders/ agreement copies shall not be considered as experience certificate. Any certificate not supported by Labour Licence shall not be treated as a valid document.

4. Average Financial Turn-Over (Gross) The bidder's average annual financial turnover (gross) in catering services during the last three financial years, i.e., 2019-20, 2020-21, and 2021-22, duly audited by CA should not be less than Rs.18 Lakhs. A year in which no turnover is shown would also be considered for working out the average. Copy of audited balance sheet should be submitted. The bidder must possess registration for carrying out catering business issued from the competent authority such as under shops and commercial establishment act and rules. Self-attested copy of the registration should be submitted.
5. The bidder must be registered under Employees State Insurance (ESI) Act – **A copy of the valid certificate should be uploaded.**
6. The bidder must be registered under Employees Provident Fund (EPF) Act – **A copy of the valid certificate should be uploaded.**
7. Financial soundness: A self-declaration solvency for not less than ₹18 lakhs be furnished by the Bidder.

(i)The successful H1 bidder has to provide the Solvency Certificate from Nationalised bank at the time of agreement
8. The bidder should not have abandoned or suspended any awarded work/ service contract of any organization as on the date of Notice Inviting Tender. The bidder should not have been blacklisted/debarred for competing by any organization as on the date of Notice Inviting Tender. Relevant proof in the form of an affidavit (format as in the Tender Document) duly sworn in this regard should be uploaded
9. The bidder must have valid food license issued by Food Safety and Standard Authority
10. The Registration under Shops and Commercial Establishment Act/ State or Central government

registrations as Manpower Service Provider/ Caterer shall be submitted as documentary proof.

11. The Bidder must have not less than 30 trained workers /manpower in his register of rolls as on 31st July2022, whose ESI and EPF contribution is paid by the employer.
12. The Institute reserves the right to reschedule the calendar of events, making modifications to the tender document before its submission by the bidder, canceling the tender or accepting any tender other than the lowest or to reject all the tenders.
13. **Pre-Bid Conference:-**

Pre-bid clarifications (There is no in-person meeting): In case, the intending bidder has any doubt about the scope of work, terms and conditions of contract, clauses of contract or meaning of any contents of the tender document, he shall seek clarification by sending his query through email as follows: Email address for sending query: **gaurav@nitk.edu.in, a2-assistant@nitk.edu.in** Query seeking clarification should be e-mailed before the scheduled end date and time mentioned above. No query shall be entertained if received after the said end date and time. The Institute shall upload its clarifications to the e-procurement portal as per the schedule mentioned above under "Corrigendum". This corrigendum shall form part of the tender document.

Envelope No. 2 – Price bid:

Envelope No. 2 should be super-scribed as "PRICE BID," mentioning the name of the service/work, name and address of the bidder, and should contain only the price bid without specifying any conditions (to be given in proforma of Price Bid – **Annexure-II**). The financial quote should satisfy all the requirements.

The Price bid of those bidders who qualify in the Technical bid shall only be opened on a pre-informed date in the presence of available technically qualified bidders.

The NITK shall evaluate the Technical bid strictly on the basis of eligibility criteria stipulated in the Tender document/ notice inviting tender. The decision of the NITK in this regard is final and binding on the bidder. No correspondences from the bidder in respect of the decision of the NITK on the evaluation of the technical bid shall be entertained.

The bidders are advised to submit a copy of only such documents that are insisted in the bid document. They are advised not to submit a copy of irrelevant documents to make their bid voluminous.

If a bidder qualifies in the technical bid and if his financial quote is found to be violating/ not meeting the norms), then such price bid will not be accepted. Such bids shall be rejected without forfeiting the EMD.

The bidder should inspect the NITK premises before quoting his tender and get all related information from the Institute Office. If the dates mentioned above fall on any incidental holiday, then the next working day will be the date fixed in place of the date falling on an incidental holiday. Any further details required may be obtained from the office during office hours. The NITK reserves the right of accepting any tender other than the lowest or rejecting all the tenders.

4: BID EVALUATION SCHEME

1. The Price bid of those bidders who qualify in the Technical bid shall only be opened on a pre-informed date in the presence of available technically qualified bidders.
2. Bidder who offers the highest interest-free security deposit [over and above the minimum ₹5.0 lakh (Rupees Five lakh only)] will be the successful bidder.

5:TERMS AND CONDITIONS

- 1) The term for running the Canteen shall be for **three years** commencing from the date of a license agreement.
- 2) The license fee per month is **Rs 15,250 = 00** for the first one year, **Rs 16,775 = 00** for the second year, and **Rs 18,453 = 00** for the third year ,and GST Extra as applicable from time to time.
- 3) **The successful bidder shall deposit an interest-free Security Deposit of a Minimum of ₹ 5.0 Lakh (Rupees Five Lakh only). The bidder who offers the highest interest-free security deposit [over and above the minimum ₹5.0 lakh (Rupees Five lakh only)] will be the successful bidder, subject to its acceptance by the NITK, subject to compliance with Institute approved rate for food and beverages**
- 4) The successful bidder shall execute an agreement on a non-Judicial stamp paper of **Rs.200/-** (to be supplied by the bidder at his cost) within 3 days from the date of intimation of acceptance of the tender. Failure on the part of the bidder to execute the agreement within 3 days, the Institute shall entitle cancellation of the tender without entertaining any correspondences or any reasons whatsoever.
- 5) EMD must be in the form of a Bank Guarantee (Fixed Deposit Receipt/Insurance surety bonds/DD/e-Payment mode (through Credit/Debit cards / Net Banking). It will be valid for 180 days from the date of opening of the tender. In the case of EMD payment made through E-Payment, UTR Number with details should be uploaded. The firm registered with MSE/NSIC as per MSME procurement policy order 2012 will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their tender. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after the finalization of the purchase of the concerned item.
 - i) The EMD will be returned to the BIDDERS(s) whose offer is not accepted by NITK within one month from the date of the placing of the purchase order(s) on the selected BIDDER(s). In the case of the BIDDER(s) whose offer is accepted, the EMD will be returned on submission Security deposit.
 - ii) The successful BIDDER, on the award of contract/order, must send the contract/order acceptance in writing within 15 days of award of contract/order failing which the EMD will be forfeited.
 - iii) The EMD shall be forfeited in case a successful BIDDER fails to furnish the Security deposit.

- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission as specified in the tender documents. The details of the BG/DD/FD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 6) The successful bidder (shall be called as license holder on entering into the agreement) shall pay the monthly license fee at the Institute cash counter before the 5th day of every succeeding month. Failure to pay the license fee before the 5th day, interest at 18% per month shall have to be paid by the license holder.
- 7) On no account shall the payment of the monthly license fee be delayed by more than three months. In such a case, the Institute reserves the right to terminate the license agreement and adjust the amount payable by the license holder from the Security deposit.
- 8) The electricity consumption charges shall be paid by the license holder as per the sub-meter reading or as fixed by the Institute in the case of meter failure within 10 days from the date of receipt of the bill from the Resident Engineer of the Institute. Failure to pay the payment of electricity bill within 10 days, interest at 18% per month will be charged.
- 9) The water consumption charges shall be paid by the license holder at **Rs.1,000 per month (GST Extra)** before the 5th day of every succeeding month if provided. Failure to the payment of water bill within the 10th day, interest at 18% per month will be charged.
- 10) The license holder shall not assign or sublet the premises or any other portions thereof and shall not use the premises for any other purpose other than that entered in the agreement.
- 11) No structural additions or alternations shall be made without the approval of the Institute.
- 12) The premises should be kept clean and tidy and should be maintained in good hygienic condition.
- 13) The license holder shall abide by the Labour Acts and Rules in force from time to time.
- 14) The canteen shall be kept open as per the timings fixed by the Institute: 6.00 am. to 11.59 pm.
- 15) No intoxicating items, Alcoholic drinks, or eatables are permitted to be sold or prepared in the Canteen.
- 16) The Director, NITK, or his authorized officers will have the right to enter the Canteen at any time for inspection without any prior notice.
- 17) The License holder shall not remove any fixtures of the building, including water supply, sanitary and electrical fittings, or cause any damages. If any damages are caused, the cost of making good the damage will be borne by the license holder.

- 18) The Institute shall furnish all electrical fittings and water supply fittings at the time of handing over the canteen. All other subsequent replacements of fittings such as tube lights, bulbs, and other electrical fittings, taps, gate valves, and other water supply fittings shall be made by the license holder at his own cost.
- 19) The license holder, at his own cost, shall install any extra fittings, including a water cooler with aqua-guard other than that furnished by the Institute, after obtaining prior approval of the Institute.
- 20) The license holder shall vacate the Canteen and its premises in good condition immediately after the expiry of the license agreement/ termination of the agreement. Failure to vacate, the license holder is liable to pay damages for the use and occupation at the rate of five times the license fee for the first three months and ten times the license fee till he vacates the Canteen. At the same time, legal actions shall also be initiated by the Institute to evict the license holder as per the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
- 21) Either party can terminate the license agreement by giving one-month prior notice to each other.
- 22) No lodging is permitted in the Canteen.
- 23) If the license holder fails to adhere to the conditions of this agreement, the Institute shall have the right to evict the license holder without giving any prior notice.
- 24) The Security Deposit paid by the License Holder will be refunded to him within 30 days from the date of vacating the premises after deducting any/ all dues from him without any interest.
- 25) The License holder shall run the Canteen and provide continuous service without any break-in period.
- 26) The License holder shall give an acknowledgment for the materials handed over to him by the Institute. All such materials shall be returned in good condition to the Institute while vacating the canteen premises.
- 27) The License holder shall run the Canteen Service. Running other than the said business shall be liable for termination of the license.
- 28) The license holder shall charge the rate to the items, as per Annexure-I, and for other items which are not included in the rate, the list shall charge the best competitive rates, which shall be approved by the competent authority.
- 29) The Institute reserves the right to decrease/increase the item rate of the menu (Annexure-1) after One year, depending on the market situation.
- 30) The License holder shall keep the premises in (inside and outside) good hygienic and clean condition. Disposal of wastage shall be the responsibility of the license holder. No wastage or foodstuff shall be allowed to flow in the sewage line. Nondisposal of wastage will be liable for termination of contract or imposition of penalty.
- 31) Rate list of items shall be displayed on the Canteen notice board.

- 32) Firewood shall not be used as fuel in the Canteen.
- 33) No parties for the general public shall be arranged in the Canteen.
- 34) The possession of the premises granted on the license shall continue with the Institute, and the license shall be given only to occupy and use the premises for the purpose for which the license is given.
- 35) The performance shall be assessed online from the stakeholders receiving services. This assessment shall be done **in every six months** so as to take necessary steps from the management for renewal or otherwise of the services if found either satisfactory / non-satisfactory. The evaluation tool shall be decided appropriately from NITK Management. The threshold criteria to declare the service as non-satisfactory shall also be decided by the management.
- 36) Liquidated Damages And Penalty: In case of any default of terms of the contract, then the contractor shall be liable to pay the penalties as per the following details,
- I. Discouraging students & Staff from registering complaints would lead to a fine of Rs.2500/-
 - II. Insects cooked along with food would invite a fine of at least Rs.5,000/-
 - III. Any complaint of soft objects like hair, rope, plastic, cloth, etc., in food, will attract a fine of Rs.5,000/-per complaint.
 - IV. Any complaint of stones/pebbles of diameter more than 2 mm will attract a penalty on the caterer which can range between Rs.300/- to Rs.3,000/-depending on the size of the stone/pebble.
 - V. Hard and/or sharp objects like glass pieces, nails, hard plastic, etc., will attract a penalty of at least Rs.5000/-per incident.
 - VI. Five or more complaints of unclean utensils in a day would lead to a fine of Rs. 3,000/-on the caterer.
 - VII. Food poisoning shall invoke a hefty fine beyond the limit of any fine mentioned above, along with the cancellation of the contract and possible debarment of the caterer as per GFR 2017.
 - VIII. Inappropriate personal hygiene of workers, including their dress and/or misbehavior by workers, etc., will lead to a fine of Rs.3,500/- on a caterer for every instance.
 - IX. Failure to maintain a proper health check-up of the workers will attract a fine of Rs.4,000/- per instance.

- X. For any rule stated in the agreement first violation of the rule implies a fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of the previous fine will attract triple the initial amount of fine on the caterer.
- XI. In case of a lapse in maintaining the highest level of hygiene, the severity of the failure shall be assessed, and a significant monetary penalty, to be decided by the councils and the wardens will be imposed. In case of gross failure/negligence, the penalty will be severe and is likely to be accompanied with immediate termination of the Contract.
- XII. The Bidder shall be responsible for maintaining the sewer line up to the first inspection chamber.
- XIII. Institute would provide few Furniture, Fixtures, Kitchen utensils & appliances **as available**. Any New Procurement of the same **will not be done by the NITK**. The Repair & Maintenance of the Kitchen utensils & appliances are the responsibility of the Contractor. Also, the refilling of cylinders will be done by the contractor. The fire extinguishers shall be provided by the NITK. The contractor shall abide by prevailing safety norms for the manpower engaged by him. He shall be responsible for the safety of the manpower engaged by him.
- XIV. The liquidated damages shall be recovered by the NITK out of the amounts payable to the Contractor or from the security deposits if not paid by the contractor. The liquidated damage so collected is not refundable.
37. The following exemptions/Reservations/Preference **will only be** given to the startups and MSE Vendors: 1) EMD exemption with duly submitting the proof.
2)Purchase preference.

5:DEFINITIONS:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1) NITK:
The NITK means National Institute of Technology Karnataka, Surathkal, represented by its "Director" or his representative.
- 2) Institute:
"Institute" means the National Institute of Technology Karnataka, Surathkal, represented by its Director or his representative.
- 3) Contractor/ license holder:
Contractor/license holder means the bidder to whom the license is awarded, and the expression shall, unless the context otherwise requires, includes his legal heirs, executors, administrators, and assigns.
- 4) License agreement:
The license agreement shall mean and include the following:
Notice inviting the tender, tender form, agreement, general conditions, acceptance order, and all other related correspondences.

6:CHECKLIST

The bidder shall verify his tender properly before its submission and satisfy that all the information is submitted. **Copy of documents should be numbered (page numbering) at the bottom.**

Sl. No.	Requirement as per Minimum Eligibility criteria	Document to be scanned and uploaded	Check	
1	<p>The Bidder must have been an established Caterer with a minimum of 3 years of experience as on 31/07/2022.</p> <p>(i) A minimum of one single similar service with dining strength of 600 and manpower not less than 30 numbers as on 31/07/2022 in the same establishment.</p> <p style="text-align: center;">OR</p> <p>(ii) A minimum of two single similar services with dining strength of 300 and manpower not less than 15 numbers as on 31/07/2022 in the same each establishment.</p>	<p>1)Shop Act License Certificate 2)The work experience/Service done certificate issued on or after 31/07/2022 by the Employer/ Client (Supported by copy of Labour License of same establishment)</p> <p style="color: red;">Please note: The Work Orders/ agreement copies shall not be considered as experience certificate. Any certificate not supported by Labour Licence shall not be treated as a valid document.</p>	Whether submitted	Yes / No
2	The Bidder must possess GST registration	A self-attested copy of GST registration should be submitted	Whether submitted	Yes / No
3	The Bidder must possess PAN registration	A self-attested copy of PAN registration with the Income Tax department – a self-attested copy should be submitted.	Whether submitted	Yes / No
4	The bidder must be registered under Employees Provident Fund (EPF) Act – A copy of the valid certificate should be uploaded.	A copy of the valid EPF registration certificate should be uploaded	Whether submitted	Yes / No

5	The bidder must be registered under Employees State Insurance (ESI) Act – A copy of the valid certificate should be uploaded.	A copy of the valid ESI registration certificate should be uploaded.	Whether submitted	Yes / No
6	Average annual financial turnover on similar service of the Bidder should not be less than ₹ 18.00 lakh (Rupees Eighteen lakh only) during the last three financial years. (I.e. during 2019-20, 2020-21 & 2021-22).	Copy of audited statement of accounts & balance sheet should be submitted.	Whether submitted	Yes / No
7	The bidder should not have abandoned or suspended any awarded work/ service contract of any organization as on the date of Notice Inviting Tender. The bidder should not have been blacklisted/debarred for competing by any organization as on the date of Notice Inviting Tender.	An affidavit in the prescribed format of the Annexure-IV . Should only be uploaded	Whether submitted	Yes / No
8	A self-declaration solvency for not less than ₹18 lakhs be furnished by the Bidder.	A self-declaration	Whether submitted	Yes / No
9	Copy of food license issued by Food Safety and Standard Authority	Copy of food license issued by Food Safety and Standard Authority	Whether submitted	Yes / No
10	EMD by means of a DD or NSIC/UDYAM registration (for MSE only) certificate (in case of bidders claiming exception of EMD while submitting a bid)	EMD by means of a DD or NSIC/UDYAM registration (for MSE only) certificate (in case of bidders claiming exception of EMD while submitting a bid)	Whether submitted	Yes/ No
11	All necessary Annexure's (excluding Annexure-ii)	All necessary Annexure's (excluding Annexure-ii)	Whether submitted	Yes/ No

Price bid				
1	Price bid - Annexure-II	Boq to be downloaded, filled and then to be uploaded.	Whether properly filled and verified	Yes / No

Annexure-I

7: Approved Price List for Food Court Canteen, including Taxes

A. Hot Beverages		Rate/Item
		(Rs.)
Tea /Coffee/ Filter coffee/Milk	125 ml	15
Hot Bournvita/ Horlicks/ Chocolate Milk/Boost etc	200 ml	25
B. Cold Beverages		Rate/Item
		(Rs.)
Lassi-Sweet	200 ml	20
Lassi-Salty	200 ml	20
Assorted Cold Drinks	MRP	MRP
Variety of Ice Creams	MRP	MRP
Butter Milk	MRP	MRP
Frooti	MRP	MRP
ISI mark Mineral Water	MRP	MRP
Fruit Juice (packed)	MRP	MRP
Fruit Juice (Fresh)		30-40
C. Break -Fast		Rate/Item
		(Rs.)
Puri Bhaji/Puri Sagu (3 piece)		40
Masala Dosa		40
Set Dosa		40
Mysore Masala Dosa		40
Open Masala Dosa		40
Neer Dosa (3 Piece)		40
Kesari Bath		20
Chow Chow Bath		40
Idli (2 No) with Medu Vada (1) with sambar	100 gm idli+25 gm sambar +25 gm	40

	chatni	
Dosa plain	50 gm Dosa+25 gm sambar + 25 gm chatni	35
Onion/Tomato Uttapam	100 gm Onion/Tomato Uttapam+25 gm sambar+25 gm chatni	40
Tomato Uttapam	100 gm Tomato Uttapam +25 gm sambar+25 gm chatni	40
Upma with coconut Chatni	120gm Upma with 25 gm coconut Chatni+25gm sambar	30
Potato Vada (2 No) with chatni	100 gm Vada each	30
Potato poha / poha with sev, chopped onion, and coriander leaf	100 gm Poha, 30gm Namkeen, 20 gm onion and coriander	40
Veg samosa (2 no)	75 gm	30
Buns (1 No)	75 gm	20
D. Sandwiches		40
E. Paratha/ Tandoor		Rate/Item
		(Rs.)
Naan	Std Size	20
Butter Naan	Std Size	25
Kulcha	Std Size	25
Butter Kulcha	Std Size	30
Chapathi (1 No)	Std Size	15
F. Veg Rice		Rate/Item
		(Rs.)
Fried Rice (veg)	300 gm	50
Plain rice	300 gm	30
Steam Rice	300 gm	30
Curd Rice	300 gm	60
Veg biriyani with raita	300 gm + 50 gm raita	60

Dal Khichadi	300 gm	50
G. Curies		Rate/Item
		(Rs.)
Dal Tadka	150 gm	50
Dal Fry	150 gm	40
Veg Korma	150 gm	35
Sambar	150 gm	15
Mutter paneer	150 gm	50
Potato dry vegetable	150 gm	40
Mixed vegetable curry	150 gm	50
Aloo Mutter	150 gm	50
Capsicum Masala	150 gm	50
Channa Masala	150 gm	50
Paneer Tikka Masala	150 gm	50
Aloo Fry	150 gm	40
Veg Koftha	150 gm	60
Alu Koftha	150 gm	60
Chole Bathura	150 gm	60
Malai Koftha	150 gm	60
Bendi Masala Fry	150 gm	60
Pav Bhaji	150 gm Bhaji + 2 Pav	60
Veg Kadai	150 gm	60

H. MEALS		Rate/Item (Rs.)
<u>North Indian Thali</u>	<u>North Indian Thali -</u> Rice, Puri/Roti, Dry Vegetable dish, Vegetable curry, Dal, Papad, Pickle/Chutney, Curd	80
<u>South Indian Thali -</u>	<u>South Indian Thali -</u> Boiled Rice, Neer Dosa/Roti, Sambar, Pepper Rasam, Sabzi or Palya, Pickle/Chutney, Papad, Curd etc	60

Note: The rates are fixed with the present market rate, which will be reviewed after one year with the successful bidder.

8:Annexure-II
Proforma of Price Bid

(To be submitted in Envelop No.2 – Price Bid)
(On the letterhead)

Canteen for which the bid is being made: _____

To,
Registrar,
NITK Surathkal,
POST: Srinivasnagar,
Mangalore, - 575025

Sub: Running Canteen Contract at _____, NITK Surathkal premises.

Name of the party: _____

Bid for Security Deposit

I /We hereby offer to deposit a sum of Rs. _____ (Rupees _____) as interest free security deposit.

We have read and agree to,

- a. Provide service as per the rate list (Annexure-I) given in Tender Document (Including all taxes)
- b. Terms and conditions of running the Canteen
- c. Rules pertaining to the daily functioning of the canteen
- d. Penalties for violation of rules, terms, and conditions

Signature of the Proprietor(s)/ or Authorized Representative

Date: _____

Name of the signatory: _____

Place: _____ Designation: _____

Stamp:

9:Annexure -III

The format of a Solvency Certificate from a Nationalized or a Scheduled Bank
(On the Letterhead of the Bank - Should be submitted in Original)

This is to certify that to the best of our knowledge and information, M/s _____, having their registered office at _____, a customer of our bank, is a reputed company with a good financial standing and can be treated as solvent to the extent of Rs. _____ (Rupees-----). This certificate is issued without any guarantee or risk and responsibility on the Bank or any of its officers.

Signature with date

Name, address & Seal of the Bank/ Branch

Annexure-IV
10:FORMAT OF AFFIDAVIT

On a stamp paper of Rs.200 duly sworn before the Public Notary

Affidavit of Mr./Ms. _____, S/o/ of Mr. _____ aged about _____ years, resident of _____, working as ----- (designation) for ----- (name and address of the bidding agency).

I, the above-named deponent, solemnly affirm and state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this affidavit.
2. That the firm M/s---- (complete address of the firm) has not abandoned or suspended any contracts/services of any organization/ department so far.
3. That the firm M/s---- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders /services of any organization/ department so far.
4. I solemnly verify & pledge that the facts stated above are true and that no relevant material has been concealed.

Seal & Signature of Bidder

Annexure –V
11:INTEGRITY PACT AGREEMENT
(To be signed by the bidder/ same signatory authorized to sign the relevant contract)

This Integrity Agreement is made at Surathkal on this day of20

BETWEEN

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NIT Act - 2007) represented through the Registrar, NITK, Surathkal (hereinafter referred as the '**Buyer,**' which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/Firm/Company)

Through (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof, include its succession and permitted assigns)

Preamble

WHEREAS **NITK Surathkal has** floated the Tender (Tender No-----
----- dated 00-00-2022) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for ""

[Hereinafter referred to as the "**Contract**").

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

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

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

Article 1: Commitment of NITK Surathkal

- i. **NITK Surathkal** commits to take all measures necessary to prevent corruption and to observe the following principles:

Seal and Signature of the bidder

Registrar for NITK Surathkal

- (a) No employee of NITK Surathkal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) NITK Surathkal will, during the Tender process, treat all Bidder(s) with equity and reason. NITK Surathkal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) NITK Surathkal shall endeavor to exclude from the Tender process any person whose conduct in the past has been of biased nature.
- ii. If NITK Surathkal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, NITK Surathkal will inform the Chief Vigilance Officer and in addition, can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees, and agents) adheres to the highest ethical standards and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender

processor execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution by the Contractor.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offense under the relevant IPC/PC Act. Further, the Bidder(s)/Contractor(s) will not use improperly (for the purpose of competition or personal gain) or pass on to others any information or documents provided by the Principal/Owner as part of the business relationship regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers, or any other intermediaries in connection with the award of the Contract.
- iii. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.
 - iv. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public officials to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to a justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
 - v. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, use Coercive practices (means the act of obtaining something, compelling action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury

may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before awarded or during the execution of Contract, has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14-day notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by NITK Surathkal.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If NITK Surathkal has disqualified the Bidder(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to NITK Surathkal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Security deposit of the Bidders/Contractor.
- 3) **Criminal Liability:** If NITK Surathkal obtains knowledge of the conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor, which constitutes corruption within the meaning of the Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, NITK Surathkal will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process, or action can be taken for banning business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender, or violate its provisions at any stage of the Tender process from the Tender process.

Article 6: Duration of the Pact

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor months after the completion of work under the contractor or till the continuation of the defect liability period, whichever is more, and for all other bidders, till the Contract has been awarded.
- 2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of these pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, the place of performance and jurisdiction is **Mangaluru**, the Headquarters of NITK Surathkal, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In

the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed on term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action was taken by the Owner/Principal in accordance with this **Integrity Agreement / Pact or the interpretation thereof shall not be subject to arbitration.**

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of NITK Surathkal)

.....
(For and on behalf of bidder/ contractor)

WITNESSES:

1.
(Signature, name, and address)

2.
(Signature, name, and address)

Place: Surathkal.

Dated:

Annexure –VI
12:Declaration by the Bidder

I/We have read and examined the notice inviting tender, General Rules, and Directions, Conditions of Contract, clauses of the contract, other documents and Rules referred to in the conditions of the contract, and all other contents in the tender document.

I/We hereby tender for the work/ service specified in the notice inviting tender for the National Institute of Technology Karnataka, Surathkal, and agree to undertake the same if awarded within the time specified in the tender document/ letter of intent/ work order.

I/ we declare that the decision of the Institute on the determination of the lowest price bid is final and binding on me/ us.

A sum of ₹1,20,000 is hereby forwarded by means of a Demand Draft as earnest money. If I/we fail to commence the work specified, I/we agree that the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

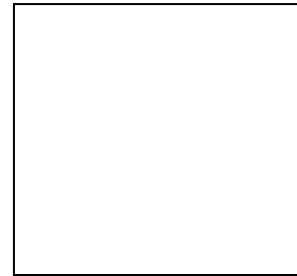
I/ We have downloaded the Tender document from the Internet site www.nitk.ac.in. I/ We declare that I/ we have not tampered/ modified the Tender document in any manner. In case if the same is found to be tampered/ modified. I/ we understand that my/ our Tender is liable for rejection and forfeiting the EMD.

Seal and signature of the bidder with date

Address:

Annexure-VII
13: The format for the Organization chart of the Bidder

(Affix the Photo here)



1. a) Name of the Contractor with full address of the office :

- b) Telephone No. :
- c) Fax No. :
- d) Mobile No. :
- e) e-mail address :

2. a) Residential Address :

- b) Telephone No. :
- c) Fax No. :
- d) Mobile No. :
- e) e-mail address :

3. a) Name and designation of the contact person :
- b) Contact address :

c) Telephone No. :

d) Mobile No. :

4. Organization details

a) Year of establishment :

b) Legal status (Copy of Partnership deed/ MOA/Registration document should be furnished)

- i. Proprietary firm
- ii. Partnership firm
- iii. Private Limited Company
- iv. Public Limited Company

c) Name and address of Partners/ Directors and other executives with the designation:
(May be submitted in a separate sheet)

e) Reg. No. of the firm & Year :

f) What is the total strength of the manpower/
staff on their roll at present? :

5. Whether registered under EPF Act :

EPF Code No. :

6. Whether registered under ESI Act :

ESI Code No. :

7. Income Tax PAN No. :

8. Has the bidder or any partner (in the case of a partnership firm) ever abandoned the awarded project?
If yes- give details.

9. Has the bidder ever been debarred/ blacklisted for competing in any organization at any time?
If yes – give details

I/ we certify that the information given above is true and correct.

Seal and signature of the bidder

Annexure –IX

15:Format for details of establishment for which the Bidder had provided similar services during the previous three financial years - with full details including phone Nos. – A copy of work qualification certificate from the Employer and a copy of the Labour license should also be enclosed)

Sl. No.	Name of the Department	Contact person, designation, and phone number	During the year	Number of manpower provided

Annexure -X
16:Format for details of similar service contracts in hand
(Attach a copy of the work order)

Sl. No.	Name of the Department	Contact person, designation, and phone number	Contract period up to	Number of personnel provided

Annexure –XI

**17:Details of Annual financial turnover on similar services:
(Copy of audit statement & balance sheet should be enclosed)**

Sl. No.	Financial year	Turnover	Average turnover
1	2019-20		
2	2020-21		
3	2021-22		

Annexure –XII

18: FORMAT OF INDEMNITY BOND

(TO BE NOTARIZED ON A STAMP PAPER OF APPROPRIATE VALUE)

Name of the service: Providing Catering Services at in NITK, Surathkal.

KNOW all men by these presents that M/s ----- (name and address of the Bidder) do hereby execute an Indemnity bond in favour of National Institute of Technology Karnataka, Surathkal, Mangaluru – 575 025 on this ----- day of -----

THIS DEED WITNESSETH as follows:

We (Name and address of the contractor) do hereby indemnify and save harmless NITK, Surathkal, Mangaluru – 575 025 from:

1. Any third party claims, civil or criminal complaints/ liabilities/ site mishaps and other accidents or disputes; and/ or damages occurring or arising out of any mishap due to my/ our negligence in performing the contract for ----- (Name of work);
2. Any damages, loss, or expenses due to or resulting from any negligence or breach of duty on the part of me/ us or my employees;
3. Any claims by the manpower of mine/ ours or sub-contractors if any, under the Workman Compensation Act or Employees Liability Act or Minimum Wages Act or any other Act/ Law/ Rules and regulations in force from time to time under any Law in respect of injuries to persons or property arising out of in the course of execution of the contract and/ or arising out of in the course of employment of any workman/ employee;
4. Any act or omission of mine/ ours which involve any loss or damages or liability or civil or criminal action.

IN WITNESSETH WHEREOF the above named has set his signature on this day-----

Signed and delivered by the aforesaid in the presence of the witness:

- 1.
- 2.

Annexure –XIII
19:FORMAT OF LETTER OF INTENT

No. _____

Date:

To:

(Name address of the Bidder)

Sir,

Sub.: Providing Catering Services atin NITK, Surathkal – Letter of Intent – Reg.

Ref.: 1. Notice inviting tender No.
2. Your tender dated in Two Cover system

This is to inform you that, subject to the terms and conditions of Notice inviting tender No. and the tender document, your tender under reference (2) above for providing the above services at the campus of NITK, Surathkal is accepted as follows:

Details of accepted price bid

You are requested to submit a Security deposit of ₹----- (Rupees ----- lakh only) by means of a crossed Demand Draft of any scheduled bank drawn in favour of the Director, NITK, Surathkal, payable at Surathkal/ Mangaluru within three days from the date of issue of this letter.

You are also requested to attend this office within three days from the date of issue of this letter along with a non-judicial stamp paper/ document paper of Rs 200 for executing an agreement.

Subject to the fulfillment of the terms and conditions of the tender/ contract documents, the contract shall be for two years starting from ----- . Hence you are requested to take all needful action to deploy the personnel from -----, 2022.

Yours sincerely,
Registrar
NITK, Surathkal.

Copy to:

Annexure –XIV

20:FORMAT OF AGREEMENT

Agreement for Providing Catering Services AtIn NITK, Surathkal

THIS AGREEMENT is made on the ----day----- by and between the National Institute of Technology Karnataka, Surathkal, a statutory technical educational institution of the MHRD, Government of India imparting technical and science education, represented by its Registrar, hereinafter called the "Institute" of the ONE PART (The expression "Institute" shall include his successors, assigns or transferees)

And

(Name and address of the Bidder) represented by -----, hereinafter called the contractor/ service provider which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, legal heirs, executors, administrators, representatives of the OTHER PART.

WHEREAS the Institute has called tenders for **Providing Catering Services atin NITK, Surathkal** vide Notice Inviting Tender No.

WHEREAS among several other bidders, M/s ----- have also submitted their offer in response to the said notification. Among several agencies who have offered their bid, the Institute found the tender offered by -----(Name of the Bidder) is acceptable and hence offered to grant the contract of **Providing Catering Services atin NITK, SurathkaL** to them vide Letter of Intent No.----- dated-----.

Whereas M/s ----- (Name of the Bidder) has accepted the award of the contract. Hence this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the tender document.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, namely
 - (i) Notice Inviting Tender No.
 - (ii) Tender document containing --- pages.

- (iii) Documents submitted by the contractor along with his tender (containing – pages)
- (iv) Letter of Intent No. -----
- (v) Work order
- (vi) All future correspondences between the parties

3. In consideration of the payments to be made by the Institute, the contractor hereby covenants with the Institute and executes the services of **Providing Catering Services atin NITK, Surathkal** with effect from ----- as per the provisions of the contract.
4. That the Contractor hereby agrees to adhere to all related statutory requirements/ related Acts & Rules and statutory provisions in employing workers engaged under this contract.
5. That the Contractor hereby agrees to all adhere to all related statutory requirements in payment of taxes to the concerned authority.
6. The Institute hereby covenants to pay the contractor in consideration of the services rendered by the contractor, the amount specified in the tender document/ price bid as accepted in the letter of intent.

IN WITNESS WHEREOF, the parties hereto have signed the agreement on the date and year first above mentioned.

Contractor

Institute

Witness:

Annexure –XV
21:FORMAT OF WORK ORDER

No. _____

Date:

To:

(Name and address of the Bidder)

Sir,

Sub.: Providing Providing Catering Services atin NITK, Surathkal– Work order – Reg.

Ref.: 1. This office letter of Intent No. ----- dated -----.

2. Agreement dated -----

The agreement dated ----- for providing the above service is accepted. A copy of the agreement is enclosed. You are requested to contact the ----- of this Institute for further instructions.

Subject to satisfactory performance and subject to terms and conditions of the agreement, the contract is for two years starting from -----, 2022.

The payment charge payable under this contract is as follows:

Details of accepted price bid

You shall pay all the statutory benefits to the employees engaged under this contract and submit

the remittance details to the Institute from time to time.

You shall furnish the Institute every succeeding month, the details of salary of previous month given to your employees with a copy of salary slip, details of cheque given towards salary, EPF, ESI, bonus, etc. or the copy of the receipt obtained from the staff, as per the Labour Act, for the Institute record purpose. In no case the payment shall be less than the minimum wage prescribed from time to time.

You are requested to obtain Labour License from the Labour Commissioner (C) as per Contract Labour (Regulation and Abolition) Act 1970 and the Central Rules framed there-under, and submit a copy of the same to this office for record purpose. Form No. 5 required in this connection is enclosed herewith.

You are further requested to submit an Indemnity bond as per the terms of the agreement (format enclosed)

Yours sincerely,

Encl: As above

Registrar
NITK, Surathkal

Copy with a copy of the agreement to: