

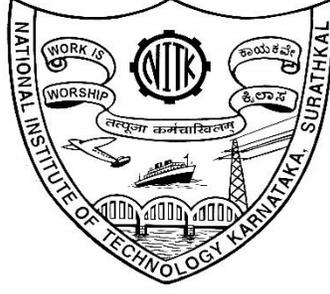
राष्ट्रीय प्रौद्योगिकी संस्थान कर्नाटक, सुरत्कल
NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

Post Srinivasnagar, Mangaluru – 575 025 (D K)

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**TENDER DOCUMENT
(LIMITED TENDER)**

Tender Notification No: 01/NITK/A/C-1/2022-23

Dated:23-5-2022

Name of Tender	: Running Canteen at Guest House (ISH), NITK Surathkal
Date of receipt of filled Bid Document	: On or before 04.06.2022 at 3.30 PM
Date & Venue of Pre-Bid Conference	: On 31.05.2022 at 3.30 pm Board Room, NITK
Date of opening the Technical Bid	: 05.06.2022 at 2.30 PM (if possible)
Bid Security (EMD Amount)	: Rs.3,600/- Or MSE certificate
Place of receiving Tender	: In the Tender box kept at Registrar office, Main -Administrative building, NITK, Surathkal. Srinivasnagar, Mangaluru: - 575025
Address for submission of Tender	: The Registrar NITK, Post Srinivasnagar Surathkal, Mangaluru - 575 025

Notice Inviting Tender – Limited Tender

The National Institute of Technology Karnataka Surathkal (in short NITK Surathkal) is an autonomous body under Ministry of Education Govt. of India, an Institute of National Importance Imparting Technical Education and engaged in Research activities. More than 7000 students and more than 700 staff members are residing in the campus. We need a competitive contractor/service provider to run the **Guest House (ISH) Canteen** in this Institute.

Sealed quotations are invited for running **Guest House (ISH 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 “**Registrar NITK Surathkal**” The envelope shall be superscribed with the Tender No. and Name of the **Tender/Service** for which tender is submitted.

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Bid Security (EMD Amount) : Rs. 3,600/-

Place of receiving Tender : In the Tender box kept at Registrar Office,
Main - Administrative building,
NITK, Surathkal. Srinivasnagar,
Mangaluru: - 575025.

Address for submission of Tender : The Registrar
NITK Surathkal
Post Srinivasnagar
Surathkal, Mangaluru - 575 025

**Sd/-
Registrar**

Note: Institute shall not be responsible for any postal delay for non-receipt/non-delivery of the bids or due to the wrong address or whatsoever.

Canteen Service: Running Canteen at Guest House (ISH), NITK, Surathkal

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SECTION-1

INSTRUCTION TO BIDDER:

Intending bidder shall submit his offer in two separate sealed envelopes, 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 Canteen services/works. 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**”. Full name and address of the bidder should also be mentioned on the envelope and should be addressed to “**The Registrar, NITK Surathkal**”. The EMD should also be stapled to this envelope. Self-attested copies of all related documents should also be kept in this envelope.

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 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 summarily rejection of his/their offer.

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

1. The bidder must possess GST registration. Copy of valid GST Registration should be submitted. If exempted under GST, Chartered Accountants Certificate should be attached.
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 for a period of not less than three years.
4. 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 registration should be submitted. The bidder should be in catering/mess operation business (excluding beverage and snacks services) for a minimum period of 3 years as on **31.03.2022**
5. The bidder should not have abandoned or suspended any awarded service of any organization earlier. Affidavit to this effect should be submitted by the bidder as per the format provided in the bid document.
6. The bidder should not have been blacklisted/debarred for competing by any organization. Affidavit to this effect should be submitted by the bidder as per the format provided in the bid document.
7. Should have valid food license issued by Food Safety and Standard Authority
Any further details if required may be obtained from the office during the office hours.
The Institute reserves the right of rescheduling the calendar of events, make modifications to tender document before its submission by the bidder, cancelling the tender or accepting any tender other than the lowest or to reject all the tenders.
8. **Unsolicited bid will not be accepted.**

Pre-Bid Conference: -

- I) A Pre-bid Conference will be held as per the schedule. All the invited bidders are requested to kindly submit their queries to the address indicated above so as to reach the Registrar, NITK Surathkal, one day before Pre-Bid Conference (On or before 4.00pm).
- II) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All invited bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate NITK for the proper conduct of the Pre-bid Conference, bidders are requested to kindly submit their queries (with an envelope bearing Tender No. and Date on top and marked “Queries for Pre-bid Conference”) so as to reach NITK as indicated in Invitation to Bid.
- III) NITK shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications/amendments to the bidding documents and would become binding on all the invited bidders.
- IV) Any Statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is made part of clarification proceeding of Pre-Bid Conference.

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 price bid without specifying any conditions (to be given in proforma of Price Bid – **Annexure -II**). The financial quote should satisfy all the requirements.

Envelope No.1 and 2 shall be put together in another envelope duly sealed and super-scribed as a document for "**Running Canteen at Guest House (ISH), NITK Surathkal**", indicating the name and address of the bidder and should be addressed to **The Registrar, NITK, Surathkal**. The tender should be dropped in the tender box.

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 the 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 falls 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 the office hours. The NITK reserves the right of accepting any tender other than the lowest or rejecting all the tender

Bid Evaluation Criteria

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 highest interest free security deposit [over and above the minimum 1.0 lakh (One lakh only)] will be the successful bidder

TERMS AND CONDITIONS

- 1) The term for running the Canteen shall be for **three years** commencing from the date of license agreement, subject to satisfactory performance. Institute will review the performance of service every year.
- 2) The license fee per month is **Rs.3000 = 00** for the first one year, **Rs.3300 = 00** for the second year and **Rs.3630 = 00** for the third year and GST as applicable from time to time.
- 3) **The successful bidder shall deposit the quoted interest free Security Deposit, subject to its acceptance by the NITK, and to compliance of Institute approved a 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) The EMD of the unsuccessful bidder shall be returned within 90 days of receipt of tenders. The successful bidder shall pay the tendered deposit amount while entering into an agreement in full, after adjusting the EMD already paid by him if any, in cash or DD drawn in favour of the Director, NITK, Surathkal.
- 6) The successful bidder (shall be called as license holder on entering into the agreement) shall pay the monthly license fee in 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 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 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.500/- per month (GST Extra, as applicable)** before the 5th day of every succeeding month if provided. Failure to the payment of water bill within a 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, 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 a.m. to 11.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 towards 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 water cooler with acqu-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 on 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 license.
- 28) The license holder shall charge rate to the items, as per Annexure-I and for other items which are not included in rate, list shall charge best competitive rates which shall be approved by the competent authority.
- 29) 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.
- 30) Rate list of items shall be displayed on the Canteen notice board.
- 31) Firewood shall not be used as fuel in the Canteen.
- 32) No parties for the general public shall be arranged in the Canteen.
- 33) The possession of the premises granted on licence shall continue with the Institute and the licence shall be given only to occupy and use the premises for the purpose for which the licence is given.
- 34) 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.
- 35) 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,
- 1) Discouraging students & Staffs from registering complaints would lead to a fine of Rs.2500/-
 - 2) Any Incident of insects found in the cooked food would invite a fine of at least Rs.5,000/-
 - 3) Failure to maintain a proper health check-up of the workers will attract a fine of Rs.4,000/- per instance.
 - 4) For any rule stated in the agreement first violation of the rule implies 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.
 - 5) 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.
 - 6) The Bidder shall be responsible for maintaining sewer line up to the first inspection chamber.
 - 7) 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 is the responsibility of the Contractor. Also refilling of gas 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.
 - 8) 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.

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/ licensee holder:
Contractor/ licence holder means the bidder to whom the licence is awarded, the expression shall unless the context otherwise requires, includes his legal heirs, executors, administrators and assigns.
 - 4) Licence 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.

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	Check		Page No. for ref.
Checklist for documents insisted under Eligibility criteria				
1	The Bidder must have been established Caterer with a minimum of 3 years of experience as on 31-03-2022. Self-attested copy of registration under Shops and Commercial Establishment Act/ State or Central government registrations as Caterer shall be submitted as documentary proof.	Whether submitted	Yes / No	
2	The Bidder must possess GST registration – a self-attested copy should be submitted. If under exemption limit, attach Certificate from Chartered Accountant.	Whether submitted	Yes / No	
3	The Bidder must possess PAN registration with Income Tax department – a self-attested copy should be submitted.	Whether submitted	Yes / No	
4	The Bidder should not have been abandoned or suspended any awarded work of any organization for the past five financial years. Relevant proof in the form of an affidavit in this respect should be enclosed.	Whether submitted	Yes / No	
5	The Bidder should not have been blacklisted/debarred for competing by any organization during the past five financial years. Relevant proof in the form of an affidavit in this respect should be enclosed.	Whether submitted	Yes / No	
6	If the bidder is a partnership company, copy of partnership deed.	Whether submitted	Yes / No	
7	If the bidder is a Private/ Public Limited Company, a copy of the MOA/ registration document of the company.	Whether submitted	Yes / No	
8	Copy of authorization to sign the tender document.	Whether submitted	Yes / No	

9	EMD by means of a DD or NSIC/MSME registration certificate(in case of bidders claiming exception of EMD while submitting a bid)	Whether submitted	Yes/ No	
10	Solvency Certificate from a Nationalized or a Scheduled Bank	Whether submitted	Yes/ No	
11	Copy of food license issued by Food Safety and Standard Authority	Whether submitted	Yes/ No	
12	Price bid - Annexure –II (along with Annexure - I)	Whether properly filled and verified	Yes / No	

Details of any other Documents submitted:

Annexure-I

Price List for Guest House (ISH) Canteen including Taxes

A. Hot Beverages		Rate/Item
		(Rs.)
Tea /Coffee/ Filter coffee/Milk	125 ml	10
Hot Bournvita/ Horlicks/ Chocolate Milk/Boost etc	200 ml	20
B. Cold Beverages		Rate/Item
		(Rs.)
Lassi-Sweet	200 ml	20
Lassi-Salty	200 ml	15
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)		25
C. Break-Fast		Rate/item
		(Rs.)
Puri Bhaji/Puri Sagu (3 piece)		30
Masala Dosa		30
Set Dosa		30
Mysore Masala Dosa		30
Open Masala Dosa		40
Neer Dosa (3 Piece)		30
Kesari Bath		20
Chow Chow Bath		30
Idli (2 No) with Medu Vada (1) with sambar	100 gm idli+25 gm sambar+25 gm chatni	30
Dosa plain	50 gm Dosa+25 gm sambar+25 gm chatni	25
Onion/Tomato Uttapam	100 gm Onion/Tomato Uttapam+25 gm sambar+25 gm chatni	30
Tomato Uttapam	100 gm Tomato Uttapam+25 gm sambar+25 gm chatni	30
Upma with coconut Chatni	120 gm Upma with 25 gm coconut Chatni+25 gm sambar	25
Potato Vada (1 No) with chatni	100 gm Vada each	25
Potato poha/poha with sev, chopped onion and coriander leaf	100 gm Poha, 30gm Namkeen, 20 gm onion and coriander	30
Veg Samosa (1 No)	75 gm	20
Buns (1 No)	75 gm	20

D. Sandwiches		30
E. Paratha /Tandoor		Rate/Item
		(Rs.)
Naan	Std Size	20
Butter Naan	Std Size	20
Kulcha	Std Size	20
Butter Kulcha	Std Size	25
Chapati (1 No)	Std Size	12
F. Veg Rice		Rate/Item
		(Rs.)
Fried Rice (veg)	300 gm	40
Plain rice	300 gm	25
Steam Rice	300 gm	25
Curd Rice	300 gm	40
Veg biriyani with raita	300 gm+ 50 gm raita	50
Dal Khichadi	300 gm	40
G. Curries		
Dal Tadka	150 gm	40
Dal Fry	150 gm	35
Veg Korma	150 gm	30
Sambar	150 gm	10
H. MEALS		Rate/Item
		(Rs.)
North Indian Thali	<u>North Indian Thali -</u> White Rice, Puri/Roti (2 Nos), Dry Vegetable dish, Vegetable curry, Dal, Papad, Pickle/Chutney, Curd	70
<u>South Indian Thali -</u>	<u>South Indian Thali -</u> Boiled Rice/ White Rice, Roti /Chapati (1 No), Sambar, Pepper Rasam, Sabzi or Palya, Pickle/Chutney, Papad, Curd.	50

Note:- The rates are fixed with present market rate, which will be reviewed with successful bidder for final approved rate list.

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:

Annexure -III

**The format of 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

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 no relevant material has been concealed.

Seal & Signature of Bidder

Annexure –V

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 of 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 employee 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 standers, 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 Contact 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 address of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address 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 wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
 - 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 an 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 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, Performance Security of the Bidders/Contractor.
- 3) **Criminal Liability:** If NITK Surathkal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, 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 of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

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

Article: 5 Equal Treatment of all 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 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 this 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, place of performance and jurisdiction is **Mangalore**, 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 partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original 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 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 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

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 lowest price bid is final and binding on me/ us.

A sum of Rs. 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.

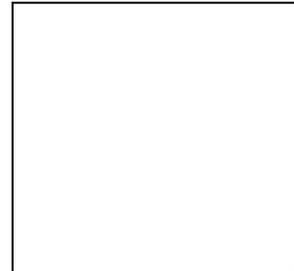
Seal and signature of the bidder with date

Address:

Annexure –VII

The format for Organization chart of the Agency

(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. ~~Service Tax registration No.~~
Whether Registered under GST :
GST No
9. ~~VAT registration No.~~ :

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

11. Has the bidder ever been debarred/ blacklisted for competing in any organization 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 –XII

FORMAT OF INDEMNITY BOND

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

Name of the service: Providing Catering Services at Guest House (ISH) in NITK, Surathkal.

KNOW all men by these presents that M/s ----- (name and address of the agency) do hereby execute an Indemnity bond in favour of National Institute of Technology Karnataka, Surathkal, Mangalore – 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 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 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 witness:

- 1.
- 2.

Annexure –XIII

FORMAT OF LETTER OF INTENT

No.-----

Date:

To:

(Name address of the agency)

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 ₹1.00 lakh (Rupees One lakh only) by means of a crossed Demand Draft of any scheduled bank drawn in favour of the Director, NITK, Surathkal, payable

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 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

FORMAT OF AGREEMENT

Agreement for Providing Catering Services AtIn NITK, Surathkal

THIS AGREEMENT is made on the ----day----- by and between National Institute of Technology Karnataka, Surathkal, a statutory technical educational Institute under MoE, 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 agency) 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 at in 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 agency) 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 agency) has accepted the award of the contract. Hence this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expression 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 execute the services of **Providing Catering Services at**in NITK, Surathka 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 the date and year first above mentioned.

Contractor

Institute

Witness:

Annexure –XV
FORMAT OF WORK ORDER

No.-----

Date:

To:

(Name and address of the agency)

Sir,

Sub.: 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 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: