Indian Institute of Information Technology Design and Manufacturing Kurnool

An Institute of National Importance Funded by the Ministry of Education, Government of India.



NOTICE INVITING TENDERS FOR

Establishment, Operation, Maintenance and Comprehensive Management of Tiffin/Fast Food/Fruit Juice/Ice Cream Stalls Near Hostels, IIITDM Kurnool, Kurnool, Andhra Pradesh.

Tender No: IIITDMKNL/2024-25/OT/Food Stalls/3, Dt. 10/10/2024

Telephone: 08518-289115

E-mail Id : purchase@iiitk.ac.in

Website: www.iiitk.ac.in

DISCLAIMER

- 1. The information contained in this Tender document or subsequently provided to Bidders, whether in the document or verbal or any other form by or on behalf of Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) by any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.
- **2.** The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals according to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.
- **3.** This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.
- **4.** The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.
- **5.**Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- **6.**The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.
- 7. Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.

Registrar

1. PREAMBLE

Tender No: IIITDMKNL/2024-25/OT/Food Stalls/3, Dt. 10/10/2024

Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) invites Open Tenders for the Establishment, Operation, Maintenance and Comprehensive Management of Tiffin/Fast Food/Fruit Juice/Ice Cream Stalls near Hostels, IIITDM Kurnool, Kurnool, Andhra Pradesh as specified in the following scope of Work. Those having experience in running such a Cafeteria/Canteen/Mess/Food Court & possess the necessary professional expertise and are looking for such an opportunity, are eligible to apply.

a) Scope of Work: "Establishment, Operation, Maintenance and Comprehensive Management of Tiffin/Fast Food/Fruit Juice/Ice Cream Stalls Near Hostels, IIITDM Kurnool, Kurnool, Andhra Pradesh" as per the terms & conditions outlined in this tender document.

Tender Title: "Establishment, Operation, Maintenance and Comprehensive Management of Tiffin/Fast Food/Fruit Juice/Ice Cream Stalls Near Hostels, IIITDM Kurnool, Kurnool, Andhra Pradesh".

- b)
- c) The tender document can be downloaded from either Central Public Procurement (CPP) Portal https://eprocure.gov.in/eprocure/app or the Institute website <u>www.iiitk.ac.in</u>.
- d) The bid is to be submitted online only through the E-procurement portal of

<u>https://eprocure.gov.in/eprocure/app</u> up to the last date and time of submission of tender. The following are the critical timelines of this Tender:

S. No.	Particulars	Date & Time
1	Date of Publication & Download of Tender	10 October 2024
2	Pre Bid meeting	16 October 2024 (Wednesday) At 03:00 PM
3	Bid Submission Start date	17 October 2024 (Thursday) From 10:00 AM
4	Bid submission End Date & Time	31 October 2024 (Thursday) Till 02:00 PM
5	Opening of Technical Bids	01 November 2024 (Friday) At 03:00 PM
6	Opening of Financial Bids	Will be intimated later through notice on Institute website

- e) Interested bidders are welcome to visit the Institute Campus physically to have a look at the proposed site.
- f) Queries, if any, can be made through e-mail only to <u>purchase@iiitk.ac.in</u> with a copy to <u>registrar@iiitk.ac.in</u> on or before the **Pre-bid meeting which is to be held in the Mini Conference Room, Opposite to Registrar Office, Administrative Building, IIITDM Kurnool**. Queries received via any other mode shall not be entertained. The queries should only be sent in the following format on the official letterhead of the company.

S. No	Page No (tender Ref)	Clause (Tender Ref)	Description (Tender Ref)	Query

- g) No manual bids will be accepted. All quotations (both Technical and Financial) should be submitted online through E-procurement portal of https://eprocure.gov.in/eprocure/app
- h) If there is any addendum/corrigendum related to the Tender, it shall only be published on the Institute website. The Bidders are advised to check the Institute website regularly. No other mode of notice will be given.
- i) The Bidders are requested to submit the bids after the issue of clarifications duly considering the changes made, if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued, if any, during/after a pre-bid meeting in their bid.
- j) Bidders are requested to follow Institute Website for updates/ Corrigendum/Addendum on the Tender
- k) If the last date of receiving/opening of the bids coincides with a holiday, then the next working day shall be the receiving/opening date.
- 1) Bid Validity Period: The tenders shall be valid for a period of 180 days from the date of opening of price bids.
- m) Visit of the Campus: Interested bidders are advised to visit the IIITDM Kurnool premises on any working day before Bid submission end date between 10:00 Hrs to 17:00 Hrs and ascertain the nature and quantum of work before bidding by taking permission from Registrar.

2. EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE GUARANTEE

a) The Bidders are required to pay Earnest Money Deposit (EMD) as specified below in the form of DD/ Banker's Cheque, drawn from any nationalized bank in favour of "The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh", payable at SBI, IIITDM KURNOOL CAMPUS Branch, Kurnool- IFSC Code SBIN0064655.

	Tender Processing Fees (Non-Refundable)	Earnest Money Deposit (EMD) (Refundable)	Security Deposit
Amount	NIL	Submitting Bid Security Declaration (Only if eligible for exemption of EMD) as per Annexure - IV or ₹. 20,000/-	Whichever is higher of: (a) Five (05) Months License Fee (Or) (b) Rs. 50,000/- (Rupees Fifty Thousand Only)
Validity		With a validity period of 90 days beyond the opening of the Technical bid	Contract period + minimum 2 months extra

- b) Bids received without EMD or Bid Security Declaration as per Annexure-IV shall be summarily rejected. Bidders claiming EMD exemption by submitting Bid Security Declaration must submit valid supporting document proving their eligibility for EMD exemption.
- c) The Successful Bidder shall submit Security Deposit in the form of DD/ Banker's Cheque, drawn from any nationalized bank in favour of "The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh", payable at SBI, IIITDM KURNOOL CAMPUS Branch, Kurnool- IFSC Code SBIN0064655. The Security Deposit will be returned to the vendor within 2 months (without interest) after the end of the contract period subject to compliance of all the terms & conditions of the Work Order/Agreement during the Contract period.
- **d**) EMD of Bidder shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of his/her bid.
- e) Further, if the successful Bidder fails to furnish the Security Deposit within the specified period, his/her EMD shall be forfeited.
- f) In case the Bidders / Successful Bidder(s) are found in breach of any condition(s) at any stage of the tender, EMD / Performance Guarantee shall be forfeited.
- **g**) In cases of d, e and f, apart from forfeiting EMD/ Security Deposit, the Institute may initiate any penal action against the Bidder/successful Bidder, which the Competent Authority deems it to be fit.
- **h**) EMD will be returned to Unsuccessful Bidders without any interest whatsoever, after opening of financial bids.

Name and Signature of Bidder with seal

3. 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 submitting 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.

A) **REGISTRATION**

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app</u>) 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 address 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 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 DSC's to others which may lead to misuse.
- 6) The 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.

B) SEARCHING FOR TENDER DOCUMENTS

- There are various search options built 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 / e- mail 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.

C) 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, 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 rejection of the bid.
- 3) The 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
- 4) / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
- 5) 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 of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "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 bid submission process.

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

D) 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) The bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) The bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/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.
- 5) 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 coloured (unprotected) cells with their respective financial quotes and other details (such as 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.
- 6) 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, opening of bids etc. The bidders should follow this time during bid submission.
- 7) 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

E) 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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in.

4. ELIGIBILITY CRITERIA

Only such bidders, who comply with the following eligibility criteria shall be eligible to bid and shall submit the valid supporting documents as proof and the Institute shall have the right to verify the authenticity of the documents before qualifying the bidders:

- (a) Each page of the Tender document along with all other submitted documents must be duly signed by authorized signatory with Bidder's company seal and initial, otherwise, the document will be invalid. (Power of attorney, if any, to be submitted)
- (b) Experience: Experience 03 Years (as on 30 September 2024) of executing similar work in Central or State Government Higher Educational Institutions such as IITs, NITs, IIITs, IIMs, Central University, Leading Research Organizations like DRDO, ISRO, CSIR, PSU's, reputed leading Private Higher Educational Institutions with a minimum of 500 residential students, should be attached with Tender document. The Bidder should submit copies of work orders/ experience certificate of work completed or ongoing, issued by concern Institute (or) establishment along with their email IDs & Contact Numbers. (self-attested copy)
- (c) Self-attested copy of GST Certificate of the Bidder, be enclosed.
- (d) A declaration undertaking on the Letterhead of the Bidder/Agency that all the terms and conditions as given in the tender document are acceptable and the Bidder/Agency has not been blacklisted by any of the organization at any point of time and no criminal case is pending against the said firm/agency (as per the template in Annexure III) should be given.
- (e) Copy of Registration of /Agency / Firm / Company issued by concerned Authority of the State Shops and Commercial Establishment Act is mandatory, wherever applicable; (self-attested copy)
- (f) Bidders should be registered with Food Safety and Standards Authority of India (FSSAI). Copy of the latest valid Certificate to be attached. (**self-attested copy**)
- (g) <u>Annual Turnover</u>: The Average Annual Turnover of the firm should be <u>10</u> <u>Lakh</u> & above in last three Financial Years (2021-22, 2022-23 and 2023-24) duly audited & Certified by Chartered Accountant (CA) with UDIN number.
- (h) <u>The Bidders shall have valid Labour Licence, EPFO Registration, ESI registration, PAN & GST</u> <u>Registration and submit the self attested copies. In case under the applicable rules, the bidders are not</u> <u>required to obtain any such Registration or license, an undertaking in the regard shall have to be</u> <u>submitted with reasons along with the copy of the rule/order and Institute shall take a decision after</u> <u>verifying the same.</u>
- (i) **Compliance of Make in India Policy:** A certificate from the Bidder to be submitted along with the bid regarding the percentage of the local content and the details of locations at which the local value addition is made as per the format given in **Annexure-VI.**
- (j) Compliance of GFR Rule 144 (xi): The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020 & further amendments/revisions. A declaration shall be submitted with the bid as per format given in Annexure–VII.

Name and Signature of Bidder with Seal

5. EVALUATION PROCEDURE

- a) At the first stage, the Technical Bids will be opened as per the specified date and time in the presence of Bidders, who may like to be present in the Purchase section of the Institute.
- b) A Committee duly constituted by the Competent Authority would evaluate the Technical bids submitted by the Bidders
- c) Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the tender document. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding/tender document and is without any material defects and deviations. Deviations from, or objections or reservations to critical provisions such as those concerning qualification/eligibility criteria, availability of facilities and amenities as needed, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honour the terms and conditions of contract, etc. will be deemed to be material deviations.
- d) The Financial bids of those Bidders who are technically qualified only shall be opened.
- e) The base license fee fixed is @ Rs. 7,500/- per month (plus applicable GST) for providing the license to use the earmarked premises inside the IIITDM Kurnool campus, on a as is where is basis to run the Tiffin/Fast Food/Fruit Juice/Ice Cream Stalls Near Hostels, IIITDM Kurnool. GST & any other taxes/duties as applicable time to time must be paid extra by the licensee.
- f) Selection of successful licensee shall be based on the HIGHEST QUOTEE of monthly License fee in the financial bid document. The highest quoted amount which is MORE than the base license fee indicated above will be treated as the successful bidder and awarded the license.
- g) The license fee if any quoted less than that the fixed base license fee will be treated as invalid quote and summarily rejected.
- h) The license fee quoted above the base license fee should be in round figure only (no decimal points or paisa will be considered). If any such quote is there, the paisa / decimal point will be converted to the next highest rupee for all purposes.
- i) In case of a tie between the quotes, the tie-breaker will be on the following parameter: The bidder who has more financial stability the bidder who has more average annual turnover taken together the past three financial years as mentioned in eligibility criteria above will be awarded the bid.
- j) The Contract will be awarded to the H1 Bidder, i.e. the bidder who quotes the highest License Fee among all the technically qualified bidders. The decision of the Director, IIITDM Kurnool is final in this regard.
- k) Bids with revised/modified rates/offers after the opening of the Bids shall be summarily rejected and the entire Earnest Money Deposit (EMD) submitted with the Bid shall be forfeited.
- 1) The Bid is not transferable under any circumstances.
- m) Offline, Telegraphic, conditional or incomplete Bids shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Bidder.
- n) Institute reserves the right to reject any or all the Bids at any stage or accept them in part or reject the lowest Bid without assigning any reason thereof and the decision of the Institute in this respect shall be final.

Visit to Bidder's Business Outlet(s):

Complete details of Business Outlet(s) operated by the bidders must be enclosed with their respective Technical bids; the name of the contact person with phone numbers must be printed/ written on the envelope. Inspection committees if needed may carry out surprise visits to the existing Cafeteria/Canteen/Food Court/Restaurant run by the bidders and their reports will form valuable input for the shortlisting process.

I/we accept all the terms and conditions of the Bid notice.

Date..... Place.....

Name and Signature of Bidder with seal

6. DETAILED SCOPE OF WORK AND OTHER TERMS AND CONDITIONS

A. SCOPE

NAME OF WORK:	ESTABLISHMENT, OPERATION, MAINTENANCE AND COMPREHENSIVE MANAGEMENT OF Tiffin/Fast Food/Fruit Juice/Ice Cream Stalls Near Hostels, IIITDM Kurnool CAMPUS.
LICENSE PERIOD :	The license shall be given initially for a period of Two years. The IIITDM Kurnool may renew/extend the License to such further period (s), as it may deem proper and in any case not exceeding Three years from the date of commencement License having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.
LICENSE FEE :	The license fee will remain un-changed during the initial license period of 02 (two) years. However, a 10% annual increase in the License Fee would be applicable after the end of initial 2 years.
START OF SERVICE:	Within 30 Days of issue of Work Order to the successful bidder subject to submission of Performance Guarantee.
AGREEMENT:	Contractor on whom Work Order is issued is required to enter into an agreement on a Non Judicial stamp paper of Rs. 100/-, specifying all the conditions, at the start of the Service Period.

Details of the work: Establishment, Operation, Maintenance and Comprehensive Management of Tiffin/Fast Food/Fruit Juice/Ice Cream etc as one stall each for Vegetarian Items, Non-Veg items and Ice creams/Fruit Juices/Tea/Coffee/Beverages near Hostels, IIITDM Kurnool CAMPUS as per the Menu & prices finalized by IIITDM Kurnool.

Allotted Space: An open space of Approx. 1380 SFT as 3 platforms for 3 stalls with cement flooring will be allotted to the Licensee near the Hostels, IIITDM Kurnool for running the Food. The cleaning & minor maintenance of the area near the food stalls would be the responsibility of the Licensee.

The Licensee shall arrange to construct a structure for three shops for running the food stalls by utilizing one each for Vegetarian Items, Non-Veg items and Ice creams/Fruit Juices/Tea/Coffee/Beverages. Others items required like utensils, crockery, cutlery and other equipment/items/ required for cooking, storing, displaying and selling (including lights, fans etc) should be arranged by the licensee at their own cost. The kitchen for Non Veg must be separate.

After the end of the License period, the Licensee shall at their own cost have to remove the complete structure and handover the area as initially provided by IIITDM Kurnool.

Any civil/electrical work shall be taken up only after obtaining prior permission from the Institute by submitting a request letter to the Estate section.

IIITDM Kurnool shall provide the following for running the Food Stalls and the contractor shall pay the charges additional to License fee:

- a) IIITDM Kurnool will provide water for basic activities and an amount of Rs. 2,000/- per month will be charged for Water. The amount is subject to Annual revision by the Institute after the end of second year of the contract.
- b) Electricity will be charged from the contractor for actual consumption as per the market rate. The electricity sub meter will be provided by the Institute, However in case of any damage to the sub meter resulting in replacement, the charges towards the electricity sub meter are to be paid by the contractor/licensee.
- c) As per Garbage & Waste Disposal policy, the contractor shall segregate the garbage and keep in proper dustbins of the contractor and Institute will arrange for collection of the Garbage two times a week and contractor shall pay Rs. 1,000/- (plus applicable GST) monthly (subject to revision by Institute) for Garbage collection charges. If for any reasons, Institute does not provide the Garbage Collection, the contractor shall be responsible for proper disposal of garbage.

Every effort must be exercised by the contractor/licensee to minimize electricity usage and desist from unnecessary usage. If found wasting water/electricity, Institute reserves the right to impose penalty.

The License Fee, Electricity Charges & Water charges for the preceding month shall have to be deposited to the Institute account by the Licensee and a copy of proof to be submitted to the Estate section on or before 10th day of the month.

The Food stalls should remain open from evening <u>05:30 PM to till night 12.00 PM on a daily basis</u>. The Institute reserves the right to modify (increase/decrease) the Timings for the opening of the Food Stalls. The licensee shall employ their workers accordingly to keep the Food Stalls opened on all days (including all Saturdays, Sundays, festival days, except on national holidays) in view of the requirement of Staff, Guests, Visitors students, hostellers, employees, families staying in the quarters. However, the licensee will have to abide by all the statutory norms and conditions as per the government instructions in following working hours for the workers, holidays, shifts, facilities to be provided to the workers, their wages etc.

The successful agency/bidder/licensee shall provide the items as listed below to the Institute Fraternity, as per specified timings at reasonable or fixed price, best quality and right quantity.

Sl. No.	Veg Items	Price In Rs. (Including Taxes)	Sl. No.	Veg Items	Price In Rs. (Including Taxes)
	Beverages			Tiffins & Rice Items	
1	Tea/Lemon Tea/Black Tea	10/-	1	Idly (03 Nos. – Big size)	35/-
2	Coffee	12/-	2	Wada (02 Nos. – Big size)	35/-
3	Horlicks/Boost	15/-	3	Poori (02 Nos. – Big size)	35/-
4	Milk	12/-	4	MysoreBonda(4 Nos.–Big size)	35/-
5	Fruit Juice	35/-	5	Dosa, Plain	30/-
6	Milk Shake	40/-	6	Dosa, Masala/Onion	35/-
7	Other Packed Beverages	MRP	7	Uthappam, Plain	35/-
			8	Uthappam, Onion	40/-
	Snacks		9	Pongal, 200 Gms.	35/-
1	Veg Manchuria, 250 Gms.	40/-	10	Upma, 200 Gms.	35/-
2	Punugulu, Plate of 10 Nos.	20/-	11	Pesarattu	35/-
3	Mirchi Bajji Plate of 4 No.	20/-	12	Tomato Bath	30/-
4	Aloo Samosa, Big	10/-	13	Alu Paratha, 02 Nos.	40/-
5	Onion Samosa, Small 3No.	10/-	14	Cholebhature-2 with pickle & Onion	50/-
6	Masala Wada	5/-	15	Uggani (100Gms) with Bhajji (2 No.)	35/-
			16	Lemon Rice 200 Gms.	
	Millet Tiffins & Rice Ite	ms	17	Chapathi, 02 pieces with curry	40/-
1	Millet Idly/Wada(2–Big)	40/-	18	Bisibelabath, 250Gms with papad	40/-
2	Millet Dosa	50/-	19	Curd Rice, 200 Gms.	30/-
3	Mini Thali – Millet	100/-	20	Zeera Rice, 200 Gms.	45/-
			21	Raagi Mudda(2) with dal/curry	50/-
	Other items		22	Kadai paneer 150gms(80-100gms paneer)	30/-
1	Ice Creams (Branded)	MRP	23	Palak paneer 150gms(80- 100gms paneer)	30/-
			24	Aloo tikki	35/-

<u>MENU</u>

Sl. No.	Non Veg Items	Price	Quantity
1	Egg Bhurji (Double Egg)	25	2 eggs
2	Half Fry (Single Egg)	25	1 egg
3	Omelette [Without Bread(Single)]	25	1 eggs
4	Bread Omlette	30	2 eggs
5	Boiled Egg	10	1 egg
6	Veg Noodles	30	400g
7	Egg Noodles	40	400g
8	Chicken Noodles	55	400g (100g chicken + 1 egg)
9	Veg Fried Rice	40	400g
10	Egg Fried Rice	45	400g
11	Chicken Fried Rice	55	400gms
12	Gobi Manchuria	35	300gms
13	Veg Manchuria	35	300gms
14	Chicken Manchuria	45	300gms
15	Chicken 65	50	400gms
16	Chilli Chicken	65	200gms(150gms chicken)
17	Paneer Chilly	65	200gms(150gms paneer)
18	Schezwan Chicken Rice	65	400gms(100-120gms chicken)
19	Veg Schezwan Noodles	65	400gms
20	Egg Hong Kong Rice	60	400gms + 1 egg
21	Egg Schezwan Noodles	60	400gms + 1egg
22	Egg Schezwan Rice	60	400gms + 1egg
23	Paneer Manchurian	55	250gms(200gms paneer)
24	Chicken Schezwan Noodles	55	400gms(100- 120 gms chicken)
25	Veg Steamed Momos	45	30gms(5 pieces)
26	Veg Fried Momos	50	30 gms(5 pieces)
27	Chicken Steamed Momos	55	30gms(5 pieces)
28	Chicken Fried Momos	60	30 gms(5 pieces)
29	Egg Biryani	80	400 grams(Double Egg)
30	Chicken Biryani	100	400 grams (100 grams chicken)

Preferred Brands to be used for food preparation:

Sl. No.	Item	Brands
1	Bread	Britannia, Modern, Daily Fresh, Spencers
2	Milk, Butter, Curd	Amul, Heritage, Britannia, Vijaya, Jersey, Hatsun
3	Jam	Kissan
4	Tea	Taj Mahal, Gemini, Red Label
5	Coffee	Bru, Green Label, Nescafe
6	Wheat flour	Aashirvaad, Annapurna, Pillsbury
7	Paneer	Amul, Heritage, Hatsun, Britannia
8	Oil	Gold Drop, Gold Winner, Saffola, Fortune, Freedom
9	Rice	SonaMasoori, Nellore Rice, Kurnool rice, Long grain rice
10	Basmati Rice	India Gate, Kohinoor, Daawat, Best.Dubar or better
11	Chicken	Vencobb, Suguna, Sneha
12	Pickle	Priya, Mothers
13	Salt	Tata, Annapurna, Nature fresh, Aashirvaad
14	Spices	MDH masala, Catch, Everest, Mothers, Aachi
15	Ketchup	Maggi, Kissan, Heinz, Del monte
16	Ghee	Amul, Heritage, Vijaya
17	Ice cream	Amul, Arun, Heritage, Vijaya, Kwality
18	Cornflakes/ Choco flakes/ Wheat flakes/Oats/Muesli	Kellogg's, Bagrry's, Quaker, Saffola
19	All non-brands	Of Standard Quality
20	The caterer may use other FSSA	AI approved brands only if permitted by the Institute.

Note:

- a) Using brands not mentioned above without prior permission and adulteration shall attract a fine of Rs.5,000/-. Using of MSG (Monosodium Glutamate) shall be PROHIBITED.
- b) For the items where the prices are fixed, the contractor shall collect only such amount and where the prices are not fixed (Excluding packaged products where MRP is fixed), the same will be fixed by the Committee appointed by the Institute. Packaged products where MRP is fixed shall be sold at prices not higher than MRP.
- c) Institute reserves the right to increase/decrease the list of the items to be offered based on the recommendations of the Committee appointed by the Institute.
- d) Any revision to the above rates of the items to be offered would be decided by the Committee appointed by the Institute by taking views of the vendor and would be reasonable & at par with the market rates. The decision of the Committee is final.
- e) On Millet Day, millet items are to be provided by the contractor.
- f) The kitchen for Non-Veg and Veg items must be separate.

B. Specific Terms and Conditions

- a) The successful Bidder/lessee shall ensure that the customers are charged reasonable rate for the products as fixed in consultation with the Institute in this regard. The Institute may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be initiated. Contractor shall install swiping machines & UPI scanners for convenience in payments for the goods delivered and proper bills/receipts to be issued.
- b) The successful Bidder/lessee shall display the price list.
- c) Non Exclusive Clauses: The allotment of Food Stalls shall be on "NON EXCLUSIVE BASIS" i.e. the Institute shall have right to grant license to more than One licensee to do same Business in the same Premises.
- d) The Institute will have right to assess the quality, market price and reasonability of items.
- e) The Vendor may supply those food / eatable items not under contract but where demand exists with the approval of the Institute. Cost of such items shall have to be competitive and not more than MRP/Market Price. Approved price of eatables including additional demand created, be prominently displayed.
- f) Firm will engage sufficient bearers to serve in Faculty & Staff Chambers and also to organize High Tea, Executive Lunch / Dinner during official functions. Firm will have adequate manpower for late hour service on Sat, Sun, Holidays as per requirement. However Institute doesn't guarantee any such business.
- g) The Vendor will make his own Pest Control arrangements inside & area surrounding the Cafeteria. Highest degree of Hygiene, Cleanliness will be ensured.
- h) Contractor shall install swiping machines/ UPI scanners for convenience in payments for the goods delivered.
- i) No subletting of work/space will be allowed at any stage.
- j) The successful Bidder shall engage sufficient number of staff, considered appropriate for serving the Institute Fraternity.
- k) The successful Bidder shall be liable to provide good quality items as per the menu approved by the Institute and should be stored / served under highly hygienic Conditions. The rations & material used for preparing items shall be Branded and of standard quality as approved by the Institute.
- 1) The Licensee has to ensure that their Staff serving in the complex are well mannered and in proper uniform.
- m) The successful Bidder shall ensure that they provide best and standard services to the customers.
- n) The Licensee shall arrange utensils, crockery, cutlery and other equipment/items required to function the Stalls at their own cost.
- o) The Bidder will have proper valid license from concerned/prescribed authorities to prepare & serve food items. Also, shall comply with all norms & guidelines of Statutory Authorities in this regards. The Vendor shall be responsible for any consequence arising due to Non-compliance of Guidelines issued by Statutory Authority. The Institute shall be in no way responsible for the same.
- p) The licensee must ensure that preparation and serving of veg and non-veg items have separate cooking & service counter.
- q) Bills for institutional services must be submitted by 10th of every month for reimbursement. No delay acceptable.
- r) Bidder should be registered with EPF, ESIC and other Statutory and must have valid Labour license for persons, as & where applicable. These documents may be obtained after issue of Work Order and submitted to the Institute.
- s) All Food handlers must take proper haircut, shave properly, nails trimmed, must not be chewing Tabaco/ Paan Masala, must not smoke inside the campus, wear head gear & Aprons.

C. General Terms and Conditions:

- a. The Agreement, Performance Bank Guarantee/Security Deposit should be submitted within <u>10 days</u> of issue of Work Order.
- b. The service provider will not damage or alter any civil structure. Before undertaking any work, the Licensee shall have to take approval of the Institute through Estate section.
- c. The successful Bidder will be allowed to commence the business upon compliance of all statutory requirements like Deposit of Agreement and Performance Bank Guarantee/Security Deposit.
- d. <u>Change in Nature of Business</u>: The licensee has to do the same business which is mentioned in the Tender Notification and for which license is issued. If the licensee is found indulging in business at the allotted area other than the stipulated in the Agreement, the license is liable for termination duly forfeiting the Performance Bank Guarantee/Security Deposit.
- e. The Vendor will be allowed to take orders from the Departments/ Residents of Campus for official and personal function. However, Institute doesn't guarantee any such business.
- f. IIITDM Kurnool reserves the Right to visit the previous & Current Clients of Bidder and obtains authentic feedback regarding quality of food & services.
- g. In the event of death of licensee, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to function the business on the same Terms & Conditions for the remaining period of license on execution of fresh license deed by such Heir.
- h. The shop or premises will be given "<u>as is where is condition</u>" to the successful licensee. Any modifications, changes, alterations, repairs, required, shall be undertaken by the licensee at his own cost with the prior permission / drawings approved by the Institute. The successful Bidder shall maintain the areas in neat and tidy condition at all times.
- i. The licensee shall ensure that no products shall be sold from the premises which are prohibited by the Institute/Govt Authorities. This includes Cigarettes and other Tobacco Products, Liquor, Drugs and any such banned substance.
- j. <u>Timings</u>: Food stalls will operate from 1730 to 2400 Hrs on a daily basis. These timings may be changed based on requirement of Stakeholders and with written approval of the Institute. However Institute reserves the right to also reduce the time as per its discretion & bidders are requested to quote considering the same.

D. Confinement to the Area:

- a. The licensee has to function only in the Space allotted in Tender notification or as recorded in the Agreement. There should not be any encroachment in any other area by licensee, under any circumstances.
- b. **Encroachment Avoidance:** If the licensee encroaches the platforms, area meant for passenger's movement or area of other shop/open space, the licensee is liable to be penalized. If the licensee is habituated for encroachment, liable for termination by serving a notice.
- c. **Bio Waste Management:** It should be done by following the waste management. The premises and surroundings space shall be kept neat, convenient & clean. This can be achieved by keeping appropriate size dustbins at appropriate places. These arrangements are subject to inspection by Institute officials and Municipal Authorities. Noncompliance will attract penalty up to Rs.1000/- on each occasion. Plastic Bags will be totally prohibited inside the Campus. The Vendor must segregate the garbage into solid/ wet and non-degradable waste. The contractor shall have to follow other Govt rules in this regard.

d. Suggestion & Complaint Book:

- i. A "Suggestion & Complaint" book be placed at his establishment which shall be made available to users immediately on demand. Any suggestion or complaint are made by users, be bought to the Notice of the licensor. The said book shall be produced to inspecting Officials. The "Suggestions & Complaints" recorded in the said Book be scrupulously followed and recurrence be avoided.
- ii. The licensee shall be liable to be fined in cases of defaults and negligence on its part or for complaints received from the users. Such penalty or fine shall be imposed through the Institute Committee according to nature of Complaints.
- e. **Color Wash:** The licensee must prevent defacing of premises. In case of violations, he has to undertake white washing / painting of allotted space at his own cost.
- f. **Handing / Taking over of Premises:** On the expiry of contract or on its termination, as the case may be, the Licensee shall deliver vacant premises intact, to the licensor by 1700 hrs on last day of Contract.
- g. In the event of failure to deliver vacant possession of premises, the licensor shall have the right to take possession by putting his own lock. The articles, if any, left by the licensee, will be disposed off by the licensor (Institute) at the cost of the licensee and no further claims in the matter will be entertained..
- h. **Fire Safety:** Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg Dry type), Sand buckets, should be installed in accessible places and same be in working conditions. List of emergency numbers be displayed at prominent places. First Aid measures should also be available for emergencies. Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in serviceable condition at all times. He will also ensure that all electrical wiring, power outlets and gadgets used are maintained properly to prevent short circuits/fires.

<u>E. Manpower Deployment:</u>

- a. The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970 and deploy manpower as required.
- b. **Employee Compensation:** The licensee has to pay amounts, in case of any accident / injuries to the personnel employed by them during the business time. The licensee alone is liable for workmen's compensation and any other statutory dues. Institute is not liable for payment of any such amount.
- c. **Employees Status:** The personnel's employed by the Vendor will be their own employees and the Institute shall have no onus regarding their employment status. The Institute shall have the rights to ask for removal of any person who is not considered to be competent and orderly in the discharge of duties. Workers will not be allowed to stay & sleep inside the cafeteria. The Vendor will make arrangements for their stay outside the Institute.
- d. **Compliance of Statuary Rules & Regulations:** The Vendor shall comply with all prevailing Labour laws/ Municipal Laws & Statutory requirement of Central/ State Government organizations. In case of non- adherence, they will be fully responsible for the consequences arising out of the same. The Institute in no way will be responsible for the same.

<u>F.</u> <u>Taxes</u>:

The licensee shall pay all applicable Taxes levied by the Central Government, State Government and Local Authorities from time to time. The Institute is not liable for the penalties against non-payment of these taxes or default therein. Default in this regard may cause termination of license and vacation of premises.

G. Prohibitions:

- a. No licensee should sell any prohibited items by the Institute or by the Government or any enforcing agencies. They shall adhere to the code of the conduct laid down by the Institute from time to time. The license agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.
- b. Since the consumption of Alcohol & smoking is prohibited in the Institute Premises, the successful bidder/lessee shall not sell Liquor and tobacco products or allow consumption thereof by any person in the food-court area leased out to him.
- c. **Use of polythene:** All the shopkeepers shall not use the polythene covers which are banned by the State / Central Governments/Institute or any other agency.
- d. No child labourer shall be employed for servicing as per law.
- e. The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hording should not be obscene. In case of misbehavior, assault on person / employees Institute, any act or comment tarnishing the image of Institute by the licensee or his representative /workers lead to impose penalty or termination of contract duly forfeiting the Security Deposit amount.
- f. **Sub Shops/Outlets:** Permission shall not be accorded to any licensee to open sub shop/Outlets under any circumstances for whatsoever reasons.
- g. Single use plastic is completely banned within the Institute premises.

H. PENALTIES FOR VIOLATION OR RULES, TERMS AND CONDITIONS

- a. A penalty @ Rs.100/- per day will be levied in case of delayed remittance of monthly license fee beyond 10th Calendar day of every month. If the contracted licensee/contracted service provider fails to remit the license fee for a period of more than 03 (three) months at a stretch, a penalty of one month license fee will be levied along with the pending applicable license fees, failing to pay the penalty and the pending payable fees, the amount shall be recovered from the caution money deposit without any further notice to the licensee
- b. In case of failure to comply with the approved quality, quantity & price, Institute reserves the right to impose penalty based on the recommendation of the Committee to be appointed by the Director, IIITDM Kurnool.
- c. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the contract may be terminated, the security deposit will be forfeited.
- d. Outstanding dues/any adjustment of dues or cost of damages to the property, if any shall be recovered from the Security/Caution deposit.
- e. In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute has got the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.

I. CANCELLATION OF CONTRACT

- 1. That this contract may be terminated on any of the following contingencies:
 - a. On the expiry of the contract period as stated above.
 - **b.** By giving three months' notice by IIITDM Kurnool on account of:
 - i) Breach by the contractor of any of the terms & conditions of the contract.
 - ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Institute.
 - iii) On contractor being declared insolvent by Competent Court of Law.
 - iv) By giving three months' notice by the contractor to IIITDM Kurnool.
- 2. Notwithstanding any other provisions in this contract, the IIITDM Kurnool reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
- **3.** If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the IIITDM Kurnool shall be forfeited without any claim whatsoever on IIITDM Kurnool and the contractor is liable for action as appropriate under the extant laws.

I. INDEMNIFICATION

- a. That the contractor shall keep IIITDM Kurnool indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters into a dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case IIITDM Kurnool is made a party and is supposed to contest the case, IIITDM Kurnool will be reimbursed the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to IIITDM Kurnool on demand. Further, the contractor shall ensure that no financial or any other liability comes on IIITDM Kurnool in matters of any nature whatsoever, and shall keep IIITDM Kurnool indemnified in this respect.
- b. That the contractor shall keep IIITDM Kurnool indemnified against any loss to the property and assets of IIITDM Kurnool. IIITDM Kurnool shall have the right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

K. The Director, IIITDM KURNOOL reserves the right to:

- 1. Reject any or all the tenders without assigning any reason whatsoever.
- 2. Not bind himself to accept the lowest or any tender; and
- **3.** Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 4. Suitably increase/reduce the scope of work put to this tender. In case of any ambiguity in the interpretation of any of the clauses in the tender document or the contract document, interpretation of the clauses by the Director IIITDM KURNOOL shall be the final and binding on both the parties.
- 5. Withdraw / relax any of the terms and conditions mentioned above to overcome the problem encountered by the contracting parties.

L. RESOLUTION OF DISPUTES

In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh or any other officer nominated by the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh for arbitration, whose decision shall be final and binding on both the parties. The Agency agrees that the arbitrator could be an employee of the Institute and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the applicable Arbitration Act. The venue of arbitration shall be Kurnool.

M. JURISDICTION

- a. This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to executive jurisdiction of the Indian Courts at Kurnool.
- b. The disputes, legal matters, court matters, if any, shall be subject to Courts in the district of Kurnool Jurisdiction only.
- c. The contracting agency and the IIIITDM Kurnool shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction. The resultant contract will be interpreted under Indian Laws.

N. FORCE MAJEURE

- a. Any delay due to Force Majeure will not be attributable to the Service provider. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Contract for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the service provider for a period exceeding a continuous period of 7 (seven) days.
- b. IIITDM Kurnool may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failures to perform its obligations under the contract, is the result of a force majeure.
- c. If the due date of submission of tender/tender opening is declared a holiday for the Institute, the due date for submission of tender/tender will be extended to the same time on next working day.

<u>O.</u> ACCEPTANCE OF THE TERMS AND CONDITIONS OF TENDER DOCUMENT

The bidders have to accept all the terms and conditions of this tender document and it is made known that the bidders quoting for this tender had impliedly accepted the terms and conditions of this tender.

P. INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT

In case of any ambiguity/dispute in the interpretation of any of the clause in this tender document, interpretation of the Director, IIITDM Kurnool shall be final and binding on all parties. The IIITDM Kurnool reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.

Registrar

<u>Annexure – I (Schedule – A): Basic Technical Details of the bidder</u> Tender No. IIITDMKNL/2024-25/OT/Food Stalls/3, Dt. 10/10/2024

S. No.	Description	Information	Enclosed at Page No. of the Technical bid
1 A	Name of the Bidder		
	Complete Address		
	Phone No.	E-mailID Website	
	Alternate Contact No.		
1 B	Contact Person / Representative of firm: Name Designation		
	Phone:	Mobile Phone:	
2 A	License No:	Registration No:	
	PAN:	TAN:	
	ESI:	EPF :	
	(Enclose copies of the above)		
	GST Number (Enclose a copy of theGST registration certificate)		
2 B	Proof for payments of income tax and GST (last three financial years)(copy of income tax and GSTpayments to be enclosed)		
3	No. of Cafeteria/Canteen/Food Court/ Restaurants/Hotels operated Elsewhere by the bidder (Enclose list of shops/facilities handled up to 30 th September 2024, and ongoing work separately with all the relevant documents) (List to be included with name and the duration, type of service provided etc.)		
4	Whether having valid FSSAI certificate/license, if any. (If Yes, copy to be enclosed)		
5	Turnover per annum Rs. (in lakhs) (enclose annual audited statements for the financial years 2021-22, 2022-23 & 2023-24, the auditor's certificate and the ITreturns for the above said financial years)	Financial year $2021-22 = Rs$. Financial year $2022-23 = Rs$.	
6	Any other information, wishes to provide in	Financial year 2023-24 = Rs. (separate sheets may be	
7	support of their credentials Criminal proceedings, against the bidder	used) Yes/ No (if yes, details to be furnished)	

Documents having Corrections and Alterations shall not be accepted.

All the information furnished above should be supported by documentary evidence.

I / we accept all the terms and conditions of the tender notice.

Place:

Date:

Signature of the Tenderer with Seal

TECHNICAL BID (checklist)

(The Bidder may use the checklist below, to ensure that the tender submitted is complete in all respects)

Sl. No	Particulars	Yes	No	Document Page No
1	EMD cover (Demand Draft/Banker's Cheque / EMD exemption declaration as per Annexure-IV).			
2	Self-attested copy of original tender document downloaded from either Central Public Procurement (CPP) Portal <u>http://eprocure.gov.in/eprocure/app</u> or the Institute website <u>www.iiitk.ac.in</u> .			
3	Basic Technical Details of the bidder as per Annexure - I			
4	Self-attested copy of Firm Registration Certificate.			
5	Self-attested copy of GST Registration.			
6	Self-attested copy of PAN card.			
7	Self-attested copies of last 3 years' Annual Turnover issued from Charted Accountant on his/her letterhead with UDIN number.			
8	Declaration in the format given by the Institute (as per Annexure-III)			
9	Power of attorney, if any, to be submitted.			
10	Compliance of GFR Rule 144 (xi) vide declaration as per Annexure - VI			
11	Compliance of Make in India Policy vide declaration as per Annexure - VII			
12	Technical Bid for Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Cafeteria/ Canteen at IIITDM Kurnool			
13	Self attested copies of Valid FSSAI Certificate/ Labour License/ESI/EPFO Registration Certificate			
14	Copies of Work Orders/Contracts/Agreements/Satisfactory performance Reports proving the experience of 3 years.			

Note:

> Financial bid is to be submitted in BoQ format on CPPP.

Name and Signature of the Bidder with stamp

DECLARATION

(To be provided on the letterhead of the Bidder and submit along with Technical bid)

То

The Registrar

IIITDM Kurnool.

Jagannathagattu,

Andhra Pradesh -518008.

Tender No. IIITDMKNL/2024-25/OT/Food Stalls/3, Dt. 10/10/2024

I/We, the undersigned, declare that:

 I / We do hereby certify that our firm is not blacklisted and no enquiries / cases are pending against us by Govt. of India / Govt. of Andhra Pradesh or by any State/Central Boards/ Universities, since inception of the firm / company.

a. All the terms and conditions given in the tender document with reference to above, are acceptable to us.

2. I/We also certify that the information mentioned in the submitted documents is true and complete in any every respect and explicitly agree that in the case at a later date it is found out by the Institute (IIITDM Kurnool) that any details provided herein by us are incomplete/incorrect, any contract given to us may be summarily terminated forthwith, our firm may be blacklisted, and that the Institute may also initiate any other legal/penal proceedings, as deemed fit by it.

Date: Place:

> Signature: Authorized Signatory Name: Designation: Company: Contact No: **Company Seal**

DECLARATION FOR EXEMPTION OF EMD (To be provided on the letterhead of the Bidder and submit along with Technical bid)

То

The Registrar

IIITDM Kurnool.

Jagannathagattu,

Andhra Pradesh -518008.

Tender No. IIITDMKNL/2024-25/OT/Food Stalls/3, Dt. 10/10/2024

- 1. I/We, the undersigned, declare that I/We are registered with MSME/NSIC and hence may be exempted, in view of submission of **Bid Securing Declaration**, from payment of EMD.
- 2. I/We accept that:
 - a. I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of five (5) years upon receipt of your Blacklisting Order and pay 5% on work order value / purchase order as a fine on the Use of Bid Securing Declaration if I/we have committed any of the following actions:
 - i. Withdrawn or Modify my/our Bid during the period of bid validity required in the Bidding Documents; or
 - ii. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity; or
 - iii. Fail or refuse to submit a performance security before the deadline defined in the Bidding Documents.

Date:

Place:

Signature: Authorized Signatory Name: Designation: Company: Contact No: **Company Seal**

Enclosure: Copy of MSME / NSIC registration certificate.

FINANCIAL BID

Tender No. IIITDMKNL/2024-25/OT/Food Stalls/3, Dt. 10/10/2024

Establishment, operation, maintenance and comprehensive management of Tiffin/Fast Food/Fruit Juice/Ice Cream Stalls Near Hostels, within the campus of IIITDM Kurnool, conforming to the scope and other details mentioned in this tender document.

Name and address of the bidder	Amount of License fee (excluding GST) agreed to pay to IIITDM Kurnool every month (in INR - figure and words)

TO BE SUBMITTED IN BOQ file on CPPP portal

Note:

- 1. Bidders are advised to visit the site before submitting bids.
- 2. The contract will be valid initially for a period of two years from the date of award of the contract. IIITDM Kurnool may renew/extend the License to such further period (s), as it may deem proper and in any case not exceeding Three years from the date of commencement License having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.
- 3. The license fee quoted shall be excluding GST.
- 4. GST and any other taxes as applicable time to time must be paid extra by the Licensee.
- 5. The license fee will remain un-charged during the initial license period of 02 (two) years. However, a 10% annual increase in the License Fee would be applicable after the end of initial 2 years.
- 6. The base license fee fixed is @ Rs.7,500/- per month plus applicable GST for providing the license to use the earmarked premises inside the IIITDM Kurnool campus, on a "as is where is" basis to run the IIITDM Kurnool Cafeteria/Canteen.
- 7. The rate quoted once is final and binding in all respects. No overwriting / corrections/ amendments/ using white correction fluid /endorsing any other details / discount / conditions etc., in the Financial Bid document will be considered. Such bid will be considered as Invalid and summarily rejected.
- 8. Selection of successful licensee shall be based on the HIGHEST QUOTEE of monthly License fee in the financial bid document. The highest quoted amount which is MORE than the base license fee indicated above will be treated as the successful bidder and awarded the license.
- 9. The license fee if any quoted less than that the fixed base license fee will be treated as invalid quote and summarily rejected.
- 10. The license fee quoted above the base license fee should be in round figure only (no decimal points or paisa will be considered). If any such quote is there, the paisa / decimal point will be converted to the next highest rupee for all purposes.
- 11. In case of a tie between the quotes, the tie-breaker will be on the following parameter: The bidder who has more financial stability – the bidder who has more average Annual Turnover taken together for the past three financial years as mentioned in eligibility criteria will be awarded the bid.
- 12. Any decision of the Competent Authority of IIITDM Kurnool in selection of the suitable bidder, accepting the bid offer, rejecting any of the bid, etc., will be final and binding.

I / WE HEREBY DECLARE THAT I/WE HAVE UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS OF THE SUBJECT TENDER DOCUMENT AND HAS OFFERED THE PRICE MENTIONED AS ABOVE.

Date:

Place:

Signature of the bidder/. Authorized person: Full Name: Seal:

Annexure-VI

(To be given on the letterhead of the bidder)

Dated: _____

Ref: Tender No. IIITDMKNL/2024-25/OT/Food Stalls/3, Dt. 10/10/2024

CERTIFICATE

(Bidders from India)

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

OR (whichever is applicable)

(Bidders from a Country which shares a land border with India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I from ______ (Name of Country) and the Company has been registered with the Competent Authority. I also certify that I fulfil all the requirements in this regard and is eligible to be considered. (*Copy/* evidence of valid registration by the Competent Authority is to be attached)

Place: Date: Signature of the Tenderer Name & Address of the Tenderer with Office Stamp

FORMAT FOR AFFIDAVIT OF SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA

This letter should be on the letterhead of the Bidder and should be signed by a competent authority. Non-submission of this will lead to Disqualification of bids.

Ref: Tender No. IIITDMKNL/2024-25/OT/Food Stalls/3, Dt. 10/10/2024

Name of the item / service:

Date:

I/We______S/o, D/o, W/o, ______

Resident of

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part (1) (E-50310) Dt. 4th March 2021 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said item/service/work has been verified by me and I am responsible for the correctness of the claims made therein.

I/We	[name of the manufacturer] hereby confirm in respect of quoted items
thatLocal Conte	ant is equal to or more than 50% and come under "Class-I Local Supplier" category.
I/We	[name of the manufacturer] hereby confirm in respect of quoted items
that Local Cont	ent is equal to 20% but less than 50% and come under "Class-II Local Supplier" category.
I/We	[name of the manufacturer] hereby confirm in respect of quoted items that Local an 20% come under ' Non – Local Supplier ' category

• The details of the location (s) at which the local value addition is made and the proportionate value of local content in percentage

Address ______ Percentage of Local content: _____%

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.