

# **NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL HOSTELS TRUST**

**POST SRINIVASNAGAR, MANGALURU – 575 025 (D K)**

Phone : (0824) 2474 800, (0824) 2474 823, (0824) 2473 848.

Mobile : 6364244536, e- mail: [chiefwarden@nitk.edu.in](mailto:chiefwarden@nitk.edu.in)



## **TENDER DOCUMENT**

### **RUNNING NIGHT CANTEEN AT**

<b>Sl. No.</b>	<b>Name of the Night Canteen</b>	<b>Tender for</b>
1	VINDHYA (III) Hostel Block (Non-Vegetarian.)	
2	SAHYADRI (VII) Hostel Block (Non-Vegetarian)	
3	Girls Hostel Block (Non-Vegetarian)	

Tender Notification. No: **01/ Night Canteen/Boys-Girls Block/2022-23**

Dated:26-08-2022

Name of the Service	<b>Running Night Canteen at NITK, Surathkal Hostels.</b>
Estimated amount put to Tender	₹ 60,00,000 (Approx.)
Bid security (EMD amount)	₹ 1,20,000
Contract Period	<b>For Two years from the date mentioned in the work order</b>
Place of availability of tender document	Tender document can be downloaded from the Institute website <a href="http://www.nitk.ac.in">http://www.nitk.ac.in</a>
Date of downloading the tender document	30.08.2022 (3: 00 pm)
Date of receipt of filled bid document	On or before 19.09.2022 (3 :00 pm)
Place of receiving tender	Hostel office of NITK (7th Boys Hostel Block, Sahyadri), Surathkal, by Registered Post
Address for Submission of Tender	Professor in-charge, Hostel Affairs, NITKS Hostels, Post: Srinivasnagar, Surathkal, Pin -575025
Date of opening technical bid	22.09.2022 (3:30 pm) if possible
Contact person for tender query	Prof. Raj Mohan B., Professor In charge Hostel Affairs Phone: +91-824-2474800, Mob: 6364244536 Email: <a href="mailto:chiefwarden@nitk.edu.in">chiefwarden@nitk.edu.in</a>

Professor in-charge,  
Hostel Affairs, NITKSH

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

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## **TENDER DOCUMENT**

### **TECHNICAL BID (Two cover system)**

**Name of work/ service** : Running Night canteen at \_\_\_\_\_ Hostel Block  
NITK Surathkal Hostels

**Name of the bidder** :

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

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*Seal and Signature of Bidder*

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**Notice inviting tender and General Conditions of Contract**

*Seal and Signature of Bidder*

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E- mail: chiefwarden@nitk.edu.in

Website: <http://www.nitk.ac.in>

Tender Notification. No: **01/ Night Canteen/Boys-Girls Block/2022-23**

Dated:26-08-2022

### **NOTICE INVITING TENDERS**

#### **NAME OF SERVICE: RUNNING NIGHT CANTEEN AT FOLLOWING HOSTEL BLOCKS, NITK SURATHKAL HOSTEL PREMISES**

1. VINDHYA (III) Hostel Block (Non-Vegetarian.)
2. SAHYADRI (VII) Hostel Block (Non-Vegetarian)
3. Girls Hostel Block (Non-Vegetarian)

National Institute of Technology Karnataka, Surathkal (in short – NITKS) is an autonomous Institute of the Government of India under the Ministry of Human Resource Development imparting technical education. National Institute of Technology Karnataka, Surathkal is one of the “**Institutes of National Importance**” declared under the NIT Act – 2007 (Act No.29 of 2007).

The NITKSH intends to engage a responsible service provider on contract basis for Running Night Canteen **Services at NITK, Surathkal Hostels**. The contract shall be effective from the date mentioned in the work order. Subject to the fulfillment of terms & conditions of the contract, **the contract period shall be for TWO YEARS from the date mentioned in the work order, subject to satisfaction of the performance by evaluation of the service on yearly basis. The contract is also extendable beyond the three years’ period subject to the fulfillment of contract conditions satisfactory performance attested by NITKSH Trust and at mutual consent of both the parties**

In this connection with tenders are invited from approved reputed & registered vendors/agency in the field of catering and canteen services. Sealed tenders in “**Two-cover System (i.e. Technical bid and Price bid)**” are invited in the prescribed format up to **15:00 hours (3:00 PM) on 19-09-2022**. The tenders (Technical bid) shall be opened on the same day if possible in the presence of bidders or their authorized agents who may choose to be present. The price bid of only such bidders whose technical bid is accepted shall be opened on a later pre-informed date. The Professor-in-Charge, Hostel Affairs, NITKS Hostels reserves the right to accept/reject any or all bids in part or all without assigning any reason thereon.

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1. The calendar of events of Tender are as follows:

Date for the download of blank tender (bid) document	30.08.2022(3: 00 pm) to 19.09.2022 up to (11: 00 am)
Date of receiving filled tender	On or before 19.09.2022 up to 3:00 pm
Place of receiving tender document	NITKS Hostel office, (7 <sup>th</sup> boys' hostel block, Sahyadri), by Registered Post
Bid Security/EMD	₹ 1,20,000/-

Filled tender document should have sent by registered post to Professor Incharge Hostel Affairs before **3:00 PM on 19-09-2022**. Tender document will not be received in any other method/ mode other than by post. Any tender received after the due date and time will not be considered.

2. **BID SECURITY/ EMD:** The EMD ₹. 1,20,000 (Rupees One Lakh Twenty Thousand only) should be in the form of RTGS/ Demand Draft from any scheduled bank drawn in favor of the **NITK, Surathkal Hostels Trust**, payable at Surathkal. EMD in any other form is not acceptable. The tenders received without the EMD will be rejected. The EMD of the bidders is liable for forfeiture as per the terms of the tender document in case of any default. EMD shall bear no interest. In the case of NSIC/MSME bidders seeking exemption from EMD, they shall submit NSIC/MSME certificate (obtained for relevant NIC & Activity).

3. **Determination of Successful Bidder and Minimum Security Deposit:**

**Security Deposit:** The successful bidder shall deposit an interest free Security Deposit of Minimum ₹15.0 Lakhs (Rupees Fifteen Lakhs only). Bidder who offers Highest interest free security deposit [minimum ₹15.0 lakhs] will be the successful bidder, subject to its acceptance by the NITK Hostel Authorities. The successful bidder should deposit this interest free deposit before entering into the agreement by means of RTGS/ Demand Draft from any scheduled bank drawn in favor of the **NITK, Surathkal Hostels Trust**.

4. **Procedure for submission of tenders:**

Intending bidder shall submit his offer in two separate sealed envelopes, as follows

- (i) **Envelope No.1 – Technical bid:** The bidder should give all the details that are insisted in the Tender Document, details of their technical soundness in carrying out similar work (in Government Departments/ Government Undertakings/ public sectors/ reputed private sectors/ reputed Educational Institutes along with the certified copy of "Work/ Service Qualification Certificate" issued

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by the employer. The profile, staff structure should be furnished along with the copy of all related documents. The technical bid document (Terms and Conditions portion) should be signed and kept in this cover. This envelope should be super-scribed as "**Envelope No. 1 - Technical Bid**". Full name and address of the bidder should also be mentioned on the envelope and should be addressed to "**The Professor in-charge, Hostel Affairs, NITKS Hostels**". 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 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.

**(ii) 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. 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 document for "**Running night canteen at \_\_\_\_\_ Hostel Block, NITK Surathkal Hostels**", indicating the name and address of the bidder and should be addressed to **The Professor in-charge, Hostel Affairs, NITKS Hostels, Surathkal.** Filled tender document should have sent by registered post.

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.

**5. Minimum eligibility criteria for qualifying in Technical bid:**

The intending bidder must satisfy all the following requirements for qualifying for the technical bid:

- I. The agency must have been established as a Catering / Canteen service with minimum three years of experience as on 31-03-2022. Self-attested copy of registration under Shops and Commercial Establishment Act /State or Central government registration Catering / Canteen service provider should be submitted.  
Enlistment under NSIC/ MSME shall not be treated as the bidder's registration.
- II. The bidder must possess GST registration. Copy of GST registration should be submitted;
- III. The bidder must possess PAN registration with the Income Tax department. Copy of PAN registration should be submitted;
- IV. The agency must be registered under Employees Provident Fund (EPF) Act– A copy should be submitted.
- V. The agency must be registered under Employees State Insurance (ESI) Act– A copy should be submitted.

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VI. The agency must have the experience of having successfully completed similar services in any Government Department/ Undertaking/ public sector/ reputed private sector/ Educational Institute for a period of not less than three years as on 31-03-2022.

Basic Eligibility:

- a. The bidder should be in the catering/canteen operation business (excluding beverage and snacks services) for a minimum period of 3 years as on 31.03.2022.
- b. Experience of having successfully run the catering services during the last three years ending 31.03.2022 as per following:

Two Similar completed or on-hand works, each having not less than 100 persons on its dining strength.

Or

One Similar completed or on-hand work having not less than 200 persons on its dining strength.

**The similar nature of work means running the Canteens/messes of institutions /organizations /companies' /guest houses.**

Self-attested copy of work/ service experience certificate issued by the employer **supported by a copy of the Labour licence** obtained for the said service/ services from the concerned Labour officer (State or Central – as the case maybe) should be submitted as proof of experience **running of the Canteens/messes** contracts awarded under one agreement shall be treated as one single work even though the contract period was for more than one year.

The above will be followed by the visit of the Team of Canteen Management Committee members to the sites of the contractor to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided etc.

- VII. Average Financial Turn-Over (Gross): The bidder's average annual financial turnover (gross) in catering services during the last three financial years, i.e., 2018-19, 2019-20 and 2020-21, duly audited by CA, should not be less than ₹ 40 Lakhs/year. A year in which no turnover is shown would also be considered for working out the average.
- VIII. Financial soundness: The agency should submit a solvency certificate for the amount not less than ₹ 40.00 lakhs from a Scheduled bank as per the format provided in the tender document. Solvency certificate should be in original- No copies are acceptable.
- IX. The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. The bidder should not have been blacklisted/debarred for competing in the tender by any organization during the past five financial years. Relevant proof in the form of affidavit duly sworn (format as in the tender document) in this respect should be submitted.

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- X. The Bidder should not be under Liquidation, Court Receivership or similar proceedings or should not be bankrupt. Bidder should submit undertaking (in the organization letterhead) to this effect with tender.
6. The Price bid of only those bidders who qualify in the Technical bid shall be opened. The NITKSH shall evaluate the Technical bid on the basis of documents furnished for eligibility criteria stipulated in the Tender document. If necessitated, the NITKSH reserves the right of verifying the veracity of such documents. The decision of the NITKSH in this regard is final and binding on the bidder. No correspondences from the bidder in respect of decision of the NITKSH on evaluation of the technical bid shall be entertained.
  7. **If a bidder qualifies in the technical bid and if his price bid is found to be below the minimum security deposit of ₹15 lakhs, as mentioned in section 4, then such price bid will be treated as “Non-responsive” and rejected.**
  8. The bidder should inspect the location of intended night canteen before quoting his rate and get all related information from the NITKSH.
  9. Any further details, if required, may be obtained from the NITKSH office during office hours.
  10. The bidders enlisted under MSME/NSIC are requested to note that the present notice inviting tender is **not for the “Supply of Goods”**. If any bidder enlisted under NSIC/MSME (under relevant NIC & Activity) are interested in participating in the tender, they may participate subject to fulfillment of the conditions of this notice inviting tender. **However, they are exempted from paying EMD.**
  11. The NITKSH reserves the right to reschedule the calendar of events, make modifications to the tender document before its submission by the bidder, cancel the tender or accept any tender other than the lowest or reject all the tenders.

**Professor In-charge  
Hostel Affairs  
NITK, Surathkal Hostels**

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

### Checklist

The bidder shall verify his bid properly before its submission and satisfy that all the documents are submitted. **Copy of documents should be numbered (page numbering) at the bottom. Numbering should be started as Page No. 67 and continued; and should be properly attached to the Technical bid.**

Sl.No	Requirement	Document to be Submitted	Yes/No
<b>EMD/ Bid Security/GCC related documents:</b>			
1	EMD/ Bid Security	EMD ₹ 1,20,000 (Rupees One Lakh Twenty Thousand only) of RTGS/ Demand Draft details OR MSME (under relevant NIC & Activity)/ NSIC certificate in case seeking exemption of EMD	
2	Tender Conditions Acceptance Letter	Declaration on acceptance of Tender conditions duly signed (Format as in Page No.14)	
3	Legal status of the bidder:	Scanned copy of the relevant document (i) If the bidder is a partnership company, copy of the partnership deed. (ii) If the bidder is a Private/ Public Limited Company, a copy of MOA & Registration document of the company.	
4	Details of similar works carried out during the previous five years	Typed as per the format given and Submitted	
5	Details of similar works in hand	Typed as per the format given and Submitted	
6	Details of the bank account of the bidder (for making online payments)	Typed as per the format given and Submitted	
<b>Documents required under Eligibility criteria: Please refer to Para -5 of the Notice inviting tenders</b>			
1	The agency must have been established as a Catering / Canteen service with minimum of three years of experience as on 31-03-2022. Self-attested copy of registration under the Shops and Commercial Establishment Act /State or Central government registration Catering / Canteen service provider should be submitted.	Registration certificate	

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*Professor in-charge NITKS Hostels*

	Enlistment under NSIC/ MSME <u>shall not be</u> treated as bidder's registration.		
2	The bidder must possess valid GST registration	GST registration	
3	The bidder must possess valid PAN registration with the Income Tax department	PAN card	
4	The bidder must be registered under Employees Provident Fund (EPF) Act	EPF registration	
5	The bidder must be registered under Employees State Insurance (ESI) Act	ESI registration	
6	<p>The agency must have the experience of having successfully completed a similar service:</p> <ol style="list-style-type: none"> <li>1. The bidder should be in the catering/canteen operation business (excluding beverage and snacks services) for a minimum period of 3 years as on 31.03.2022.</li> <li>2. Experience of having successfully run the catering services during the last three years ending 31.03.2022 as per following: Two Similar completed or on hand works each having not less than 100 persons on its dining strength. Or One Similar completed or on hand work having not less than 200 persons on its dining strength.</li> </ol>	<p>Work experience certificate issued by the Client  (Supported by Copy of Labour Licence)</p>	
7	The average annual financial turnover on a similar service of the agency should not be less than <b>₹. 40.00 lakh</b> (Rupees Forty lakh only) during last three financial years. (i.e. during 2020-21, 2019-20, & 2018-19).	The Bidder should submit a copy of the Balance sheet, Profit & Loss A/c., for the last three years, i.e. 2020-21, 2019-20, & 2018-19 certified by Chartered Accountant.	

Seal and Signature of Bidder

Professor in -charge NITKS Hostels

8	Financial soundness: A solvency certificate for the amount not less than <b>₹ 40.00 lakh</b> from a Scheduled bank should be furnished by the agency as per the format provided in the tender document.	As per the format provided in the tender document	
9	The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. The bidder should not have been blacklisted / debarred for competing in tender by any organization during the past five financial years	Affidavit duly sworn  (Format as in the Tender Document)	
10	The Bidder should not be under Liquidation, Court Receivership or similar proceedings or should not be bankrupt	Bidder should submit undertaking (in the organization letterhead) to this effect.	

**Note:**

1. The Tender document need to be signed and submitted. **Declaration on acceptance of Tender conditions duly signed need to be submitted.**
2. Submission of tender is deemed as acceptance of all the terms and conditions that mentioned in the tender document. The successful bidder will have to sign these documents while entering into the agreement.
3. It is the responsibility of the bidder to ensure that **only related documents** in support of the eligibility criteria are submitted. Any representations received on e-mails after opening the tender will not be entertained.

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

## TENDER CONDITIONS ACCEPTANCE LETTER

Notification. No: **01/ Night Canteen/Boys-Girls Block/2022-23**

Dated: - -2022

To:

**The Professor In-charge,  
Hostel Affairs  
NITK, Surathkal Hostels,  
Srinivasnagar Post,  
Mangaluru – 575025.**

Sir,

Sub: Acceptance of Terms & Conditions of Tender – Submission of declaration letter - Reg.

Tender Reference No: **01/ Night Canteen/Boys-Girls Block/2022-23 Dated: 26-08-2022**

Name of Tender/ Work: **Running night Canteen at NITK, Surathkal Hostels.**

1. I / We have downloaded/obtained the tender document(s) for the above-mentioned 'Tender/Work' from the website (s), namely <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website.
2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. 1 to 67 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety. I/ we hereby declare that I/ we will sign the entire tender document while signing the contract in case the work is awarded.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your Institute, without giving any notice or reason, shall summarily reject the bid or terminate the contract in case the tender is awarded, without prejudice to any other rights or remedy including forfeiture of the full earnest money deposit absolutely.
7. I / we hereby certify that I am/ we are authorized to sign this declaration. The original of this letter shall be submitted to the NITKSH while signing the contract in case the work is awarded.

Yours faithfully,

(Signature of the Bidder, with Seal)

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

**INTEGRITY PACT AGREEMENT**

This Integrity Agreement is made at Surathkal on this ..... day of ..... 20 .....

BETWEEN

National Institute of Technology Karnataka Surathkal Hostel Trust Board represented through the Professor in charge, Hostel Affairs, NITK Hostels, Surathkal (Hereinafter referred to as the '**Principal/Owner**', 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 to as the "Bidder/Contractor" and which

(Details of duly authorized signatory)

The expression shall, unless repugnant to the meaning or context hereof, include its succession and permitted assigns )

**Preamble**

WHEREAS THE Principal / Owner has floated the Tender (NIT No. .... ) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

.....  
.....

(Name of work)

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 relation 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 these witnesses as under:

**Article 1: Commitment of the Principal/Owner**

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

- i. The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal /Owner, 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. The Principal /Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal /Owner 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. The Principal /Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- ii. If the Principal /Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal /Owner 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) adhere to the highest ethical standards and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
- 2) The Bidders(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 Bidders(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 process or execution of the Contract or 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 of the Contractor.
  - b. The Bidders(s)/Contractor(s) will not enter with other Bidders(s) in to any 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 Bidders(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidders(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 Bidders(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 addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e. The Bidders(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) 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 Bidders(s)/Contractor(s) will not, instigate third persons to commit offences outlined above or be an accessory to such offences.
  - iv. The Bidders(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 a public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to a justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
  - v. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner 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 Bidders(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidders(s)/Contractor(s), either before awarded or during the execution of Contract, has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall

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*Professor in -charge NITKS Hostels*

have powers to disqualify the Bidders(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 the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualify the Bidders(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 the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidders/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of the conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner 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 confirming 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: Duration of the Pact**

This Pact being when both the parties have legally signed it. It expires for the Contractor/Vendor 12 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.

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.

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**Article 6: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partners holding power of attorney signed by all parents 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 on their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action was taken by the Owner/Principal in accordance with this Integrity Agreement / Pact or the interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

WITNESSES:

1. ....  
(Signature, name and address)

2. ....  
(Signature, name and address)

Place: Surathkal.

Date:

**Format for submission of Bank account details:**

The bidders are requested to furnish their bank details so as make payment / return the EMD of unsuccessful bidders through RTGS, in the following format:

May be typed as per the format given and submit:

**Format for submission of details of the bank account of the bidder:**

Name of the account holder (bidder)	
Complete address	
Contact number	
Email address	

Bank Account details:

Bank name	
Branch name	
MICR number	
Account type	
Account Number	
Please re-type Account number again	
IFSC code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the NITKSH responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

**Certification from the banker:**

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

## General Terms and Conditions for Bidders

1. The contract for night canteen services shall remain valid initially for a period of two **years**. However, in order to evaluate the performance and services of the Contractor, the contract will have a probationary period of three months. The contract for the remaining 21 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.
2. It may be extendable by one more year subject to satisfactory services and suitable commercial terms offered by the firm. The contract may be terminated by either party by giving two months' notice in writing to other party during the currency of the contract.
3. The successful bidder shall have to deposit an interest-free Security Deposit for an amount quoted by him in the form of an A/C payee Demand Draft from a scheduled Bank, which will be returned after the period of the contract and shall serve as a performance guarantee.
4. **One Contract per agency: If one bidder happens to be a successful bidder for more than one canteen, then contract of only one canteen of his choice will be awarded to the bidder. The contract of other canteen will be awarded to the other second successful agency participating in that tender. In such cases the award of contract will be decided in a meeting with the concerned bidders and CMC at the hostel office after opening the financial bid. (However, any existing contracts will not be taken in account under this clause).**
5. The authorized caterers and canteen owners must attach a user or existing client list.
6. **Clarification on Tender Document:** In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the NITKSH before **4:00 PM on 08-09-2022** in writing. All such clarifications, together with all details on which the clarification had been sought, will be forwarded to all the bidders through email. Such clarifications shall form part of the tender document.
7. Bids and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English translation shall prevail in matters of interpretation.
8. **Amendment of Tender document:** At any time prior to the last date for receipt of bids, NITKS Hostels office may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the Tender document by an amendment.
9. NITKS Hostels may, at its own discretion, extend the last date for the receipt of bids.
10. The H1 bidder/offer do not get any right to demand acceptance of his offer. NITKS Hostels reserves the right to accept/ reject/ cancel any bid. Even after acceptance of bid/ issue of an order or release order to the successful bidder, NITKS Hostels can reject/cancel the deal without assigning any reason thereof.

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NITKS Hostels shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal

11. The tender documents submitted in any other form like Telex / Fax /Tele Fax /Telephones / E-mail will not be considered.
12. Bidders should sign on all the pages of the tender document before submitting.
13. Conditional and /or combined offer(s) in tender shall be liable for rejection. Acceptance or rejection or deviation of tender terms and conditions shall be finally decided by the Professor in-charge, NITKS Hostels.
14. In the event of any dispute with regard to GST or any other statutory levies, the matter has to be taken up directly with the concerned authorities by the bidder.
15. Should the bidder happen to be relative of any employee of the department or any member of tender committee, he shall inform the Authority of the said fact while submitting his tender failing which his contract may be rescinded, if and when the fact consequently comes to light and he shall be liable to make good any loss or damages resulting from such rescission.
16. Intending bidders may seek for any clarification before tendering, submission of offer implies the bidder has obtained all clarification required.
17. In all cases the rates should be quoted both in words and figures. Any alteration and / or overwriting should be duly authenticated by the bidder's signature.
18. The Professor in-charge, NITKS Hostels shall have the right to withdraw/cancel/issue amend to the Tender documents to clarify amend, modify supplement or delete any of the condition clause stated in the tender, for which bidder shall not be entitled to claim any cost, expenses in connection with submission of offer. In case the tender is withdrawn /cancelled the EMD will be refunded without interest.
19. **Inspection:** The firm / agency / contractor who wishes to apply are required to visit and examine the Hostel Block and satisfy themselves before submitting their offer and to apprise themselves. When the tender is received, it will be deemed that the bidder has seen the systems and apprised themselves about the whole system. The interested bidders may inspect the respective Hostel Block, premises on working days from **12<sup>th</sup> September 2022 to 15<sup>th</sup> September 2022** between 10.00 AM to 4.00 PM, except Saturday /Sunday or holidays with prior permission from Block Warden/Hostel Superintendent, NITKS Hostels. The prospective bidders may contact the office of NITKS Hostels Office. Only one person from each firm will be permitted for inspection of the items. The person inspecting the items should record their firm's name, his name, and his position in the Inspection Register. The person should produce proof of documentary evidence like authorization letter on their letter head/visiting card/ identification card, driving license, passport, PAN card etc. before inspection. The Bidders will be permitted to inspect the hostel premises only once and they will not be entertained again.

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20. During evaluation of the bids, the Professor in-charge, NITKS Hostels may, at his discretion, ask the bidder for clarification of his bid.
21. No bidder shall contact the office of Professor in-charge, NITKS Hostels on any matter relating to his bid from the time of the bid opening to the time the issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.
22. ACCEPTANCE OF OFFER: The successful bidder will be intimated about the acceptance of their offer under E- mail/ Registered Post /telephonically if not present during opening of bids.
23. The EMD of the unsuccessful bidder shall be returned within 90 days of receipt of tenders. The EMD of successful bidder shall be returned after execution of agreement or adjusted with security deposit.
24. NITKS Hostels reserves the right to cancel the tender at any time without assigning any reason before issue of the order. Bidders are not entitled to claim any damage or compensation in case of such cancellation.
25. The tender is issued subject to the jurisdiction of the local court at Mangalore only. All disputes arising out of the tender notice and resultant sale order shall have the jurisdiction of the competent Court at Mangalore.
26. **The work will be awarded to the H-1 (Highest security Deposit offered bidder) firm/agency based on evaluation.**
27. Precautions against any fire hazards or other damages to hostel properties shall be taken by the firm. The contractor shall indemnify NITKS Hostels from any encumbrances/loss in this account.
28. The firm/contractor/agency shall fulfill the requirement of various law enforcing agencies/local authorities etc. for their approvals as and when required.
29. The firm / agency / contractor will be responsible for the safety of their deputed staff during the performance of their duty at NITKS Hostels Canteens. The contractor shall be fully responsibility for any liability/compensation in case of any accident or otherwise or any incident for the staff deputed by firm and NITKS Hostels shall not be required to give any compensation and NITKS Hostels shall remain totally indemnified by the contractor.
30. The tender shall remain valid for acceptance for period of 90 days from the date of opening.
31. In the event of any damage caused to the installation due to negligence, carelessness or inefficiency of the staff, the contractor shall be reasonable to make good the same. Decision of the NITKS Hostels shall be final and binding on the contractor for carrying out suitable recovery.
32. The rates shall be inclusive of all taxes or any other taxes, duties, levies etc.

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*Professor in -charge NITKS Hostels*

33. **Successful bidder will have to submit a Security Deposit quoted by him in form of DD or RTGS only, which will be returned after the period of the contract and shall serve as performance guarantee.**
34. The bidder(s) must not indulge in any corrupt or unlawful practice while executing the contract. If any such case is reported and established, the Professor in-charge, NITKS Hostels will have full rights to forfeit the Security Money and cancel the contract.
35. The bidder shall quote his rates in Indian rupees.
36. Conditional bids/ offers shall be summarily rejected.
37. A bidder signing the bid document must specify whether he signs as
  - a. A sole proprietor of the firm or constituted attorney of such proprietor;
  - b. A partner/ managing partner of a partnership firm. In this case, he must have a clear legal authority to sign for the firm.
  - c. Constituted attorney, if for a Company.
38. The NITKSH will declare a firm/ bidder ineligible either indefinitely or for a specified period of time at the sole discretion of the NITKSH for the award of contract/ participating in the tenders if at any time the NITKSH determines that he has furnished false information/ engaged in corrupt or fraudulent practices.
39. The contractor will not be entitled for any compensation for any loss suffered by him on account of delays in commencing or executing the work/ service, whatever the cause for such delays may be.
40. E.M.D/Bid security of the unsuccessful bidder will be refunded without any interest within 90 days from the date of submission of the tenders. The E.M.D. shall be forfeited if a bidder withdraws his bid during the period of validity specified.
41. The EMD of the successful bidder shall be returned after execution of the contract agreement or adjusted with the Security deposit.
42. **Forfeiture of EMD/Bid security and SD:** The EMD/Bid security and SD shall be forfeited in case of any breach of terms and conditions of the contract.
43. **RELEASE OF SD:** The SD of the successful bidder shall be transferred to the bank account of contractor without any interest on completion of the contract period after adjusting any dues from him.
44. NITKSH will notify the successful bidder in writing by E- mail/ registered letter/Speed post that his tender has been accepted. On receipt of this letter, the successful bidder will have to enter into an agreement. The cost of the non-judicial stamp paper document paper shall be borne by the contractor.
45. If the bidder fails to execute the agreement within the specified time, the bid security shall be forfeited to the NITKSH in full and the tender will be rejected. If as a result of such measures due to the default of the bidder, any loss to the NITKSH results, the same will be recovered from the bidder by suitable course of action including legal proceedings.

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

## Details of Annual financial turnover on similar work

(To be submitted along with technical bid)

ANNUAL TURN OVER	
YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET(in Rs.)
2020-2021	
2019-2020	
2018-2019	
Average Annual Turnover	
Note: The above data is to be supported by Audited Balance Sheets	
* If not audited till the date of submission of tender, a certificate from the Chartered Accountant may be submitted, along with un-audited accounts.	

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To be submitted along with technical bid

**DETAILS OF COMPLETED WORKS OF SIMILAR NATURE**  
**(During last 3 year ending MARCH-31, 2022)**

S.No.	Name of the contract	Name & address of the client	Brief Description of the contract	Date of Start	Date of completion as per contract	Date of actual completion	Value (Rs.)
1							
2							
3							
4							
5							

NOTE: Please attach supporting documents for the above information.

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

To be submitted along with technical bid

**DETAILS OF WORKS OF SIMILAR NATURE IN HAND**

<b>S.No.</b>	<b>Name of the contract</b>	<b>Name and address of the client</b>	<b>Brief Description of the contract</b>	<b>Date of Start</b>	<b>Value (Rs.)</b>
1					
2					
3					
4					
5					

NOTE: Please attach supporting documents for the above information.

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

**Letter of Transmittal cum undertaking**

From:

Name of the bidder :  
Address :

To:

The Professor in-charge,  
Hostel Affairs,  
NITK Hostels, Surathkal,  
Srinivasnagar Post,  
Mangalore – 575 025.

Sir,

Sub.: Tender for Running Night canteen at \_\_\_\_\_ Hostel Block,  
NITK Surathkal Hostel premises

Having examined and understood the details given in the Notice inviting tender and the tender document for the above service, I / we hereby submit our tender with the following declaration:

1. I/ we hereby declare that all the statements made by me/ us in the tender document are true and correct to the best of my/our knowledge and belief.
2. I/ we declare that before signing this bid, I/ we have read and fully understood all the terms and conditions, instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
3. I/ we also agree that the NITKSH can approach individuals, departments, employees or firms to verify our competence and general reputation.
4. I/ we agree that the Bid security (EMD) furnished along with my/our tender is liable for forfeiture in case of any default.
5. I/ we agree that the price bid quoted by me/ us is valid for 90 days from the date of submission of the bid for its acceptance. I/ we further agree that I/ we will not make any change in our financial bid after its submission or withdraw the same.

Signature of Authorized signatory.

Date:

*Seal and Signature of Bidder*

*Professor in -charge NITKS Hostels*

## Contractors Scope of Work and Requirements

1. To prepare tea/snacks, juices, milk shakes, and other items, for students/ employees/Guests and visitors of NITK at Vindhya(III), Sahyadri(VII) and Girls Hostel Block Night Canteen as per the items listed in table 2.
2. Initially the contract is for a period of **two** years, may be extended by one more year subject to satisfactory services and suitable commercial terms offered by the firm on discretion of Professor in-charge, Hostel Affairs NITKS Hostels/CMC.
3. LPG only can be used as a cooking fuel.
4. Provision of food stuff and other items for running night canteen is entirely the responsibility of the contractor. All beverages and eatables shall be supplied or prepared from good and pure raw material, maintaining healthy and hygienic standards. In case any item is found sub-standard or inferior quality or unhygienic, Professor in-charge, Hostel Affairs, NITKS Hostels/CMC shall have the right to prohibit the catering/supply thereof at the canteen and make alternate arrangements at risk and cost of the Contractor.
5. The brands of consumables items to be submitted by contractor to CMC meeting for discussion and approval.
6. Cooking oil should be cold pressed sunflower oil and oil once used should not be reused for any cooking purpose again. All raw material condiments used must be complying with ISI quality FCI/Agmark standards. **Selling of alcohol or tobacco products, energy drinks is strictly prohibited in the canteen.**
7. Self-service procedure will be followed in the canteen. The bearer will provide drinking water on table and clear all tables and clean them. After the use, plates & glasses should be cleaned in boiling water and kept safe.

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8. **The Contractor shall display the menu and rate list of items prominently in the canteen as given in table 2.** The Professor in-charge, Hostel Affairs, NITKS Hostels and the Canteen Management Committee (CMC) constituting of personnel from Council of Wardens, Student members of the Hostel block will be responsible for monitoring work of contractor and will have right to inspect store rooms, kitchen etc. The contractor shall adhere to the decision of CMC and he will attend any CMC meeting on call. CMC may meet once in 2 weeks. Professor in-charge, Hostel Affairs, NITKS Hostels/CMC will have right to inspect any time and find out quality and quantity of items supplied by the contractor. **The contractor shall also provide a digital weighing balance (to be kept in store) for this purpose.** Any other officer as designated by Professor in-charge, Hostel Affairs, NITKS Hostels would also have the authority to undertake surprise checks on quality, quantity of food and health and hygiene in canteen.

### **Housekeeping**

The contractor shall be fully responsible for keeping the premises of the canteen like dining hall, kitchen, toilets in canteen premises and surroundings clean and neat. The contractor also should engage their employees for removal of wet & dry wastes at least twice a day. The Contractor shall keep the premises of the canteen, canteen hall, kitchen, all the furniture, utensils, fixtures, roof/wall, ceiling fans, exhaust fans, windows and ventilators including net and its glass, and any other fittings in clean, healthy and hygienic and sanitary conditions to the satisfaction of the CMC. The canteen hall tables, kitchen slabs, wash basins and other areas of the Canteen should be cleaned daily at the end of the day using perfumed disinfectant. Mopping of all these locations should be done every day. Entire canteen area shall be washed on alternate days in a week. (Tuesday, Thursday and Saturday). Surroundings areas have to be swept once in a week, especially on Saturdays. All inside/outside drainages connected with canteen in the canteen compound premises shall be cleaned using disinfectant/phenol by the contractor. Cold storage and refrigerators are to be defrosted and cleaned once a week by the contractor. Rat proofing regularly and other pest control is to be done with care once in six months.

The employees on duty in the canteen shall always wear clean and neat uniform (minimum 02 sets to be provided by contractor). With name tally and designation for easy identification. Torn uniform, chappals,

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*Professor in -charge NITKS Hostels*

unkempt looks will be considered as a breach of contract. They should be familiar with usage of fire extinguisher and other safety equipment. The age of employees should not be below 18 and above 60. The contractor is responsible for behavior and conducts of his personnel and should ensure that no one is roaming outside canteen premises in working hours. Pass for going out of NITKS premises is to be taken from Hostel Office for anyone leaving NITKS Hostel premises in working hours.

Liquid hand Wash should be provided near the wash basin

### **Rates**

**The rates as per given in table 2 is fixed for the entire contract period.**

The rates quoted should be inclusive of all taxes, GST if applicable and the NITKSH shall not entertain any other claim on any account during the period of contract.

### **Daily timing of service**

The daily timings of Canteen 06:00 pm – 2:00 am (Change of timings permissible on specific prior intimation given by Professor in-charge, Hostel Affairs, NITKSH/Canteen Management Committee only.

### **Contractor's general responsibilities and liabilities**

Employees at the canteen shall be engaged and remunerated for by the Contractor. Accommodation for the employees of canteen will have to be arranged by the Contractor. NITKSH shall have no liability to the employees or members of Contractor whatsoever. However, the prior permission of the Professor in-charge, Hostel Affairs, NITKS Hostels shall be obtained by the Contractor for posting his personnel in employment at the canteen. The persons so employed should be subjected to medical examination at the time of posting and thereafter every six months and medical certificates should be certified by the Medical Officer of NITKS.

Following tests must be included:

- (a) Routine blood exam
- (b) Rectum and bacteriological exam of faeces/urine
- (c) X-rays chest.

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All disputes or differences between the contractor and his/their employees shall be settled by him/them. NITKSH will have absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify NITKSH against all losses or damages or liabilities arising out of his/their relations with him/them employees or in the course of employing persons. The contractor should maintain proper records/registers as required by the concerned statutes and submit them to NITKSH as and when required.

All employees engaged by the contractor shall be on his/their payroll and paid by him/them. Payment of wages statutory including workmen compensation, ESI, PF etc. as applicable and non-statutory benefits etc. to the employees shall be borne by the contractor and made within the stipulated time.

No employees of the Contractor or other person in charge of canteen shall be permitted to remain in the NITKSH premises during the period between 7:00 am and 5:00 pm. The canteen contractor or authorized representative should be always available in canteen at all other times.

All materials taken out shall be regulated through all passes issued by an authorized Officer of NITKSH.

The contract will be terminated unilaterally by NITKSH in case the contractor defaults in setting up canteen within a reasonable time after date of handing over the canteen, fails to comply with any terms and conditions of the contract or if the contractor's performance is considered unsatisfactory. Security Deposit will be forfeited if the contract is terminated due to the above mentioned reasons. In addition, NITKSH also reserves the right to terminate the contract at any time during the period of the contract without any obligation, and without assigning any reasons thereof to the contractor. The contractor is required to give a minimum notice period of 60 days to NITKSH to make suitable alternate arrangements in case of requirement to terminate contract from his side. Failure to do so will also result in forfeiture of security deposit.

The Contractor shall execute a contract with NITKSH within 15 days of the receipt of Work Order at his own expense.

The contractor shall be fully responsible for the successful completion of the contract as per conditions stipulated in the contract. Any contravention of the conditions may lead to termination of the contract and

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*Professor in -charge NITKS Hostels*

forfeiture of the security deposit. The contractor shall be responsible for all consequences arising out of such termination and NITKSH will be free to seek other remedies in addition to forfeiture of security deposit. NITKSH reserves the right to rearrange the work at the risk and cost of the contractor.

The contractor shall be responsible for any loss or damage to property and articles NITKSH by the employees of the contractor.

The contractor shall ensure medical checkup of his personnel every six months to ensure proper hygiene and health of staff.

**The decision of the Professor in-charge, Hostel Affairs, NITKSH/Canteen Management Committee, NITKSH, will be final and binding on the contractor regarding the performance of the contract.**

#### **Menu & Rate sheets**

Menu for eatables along with rate list are given Table 2. The prices mentioned in rate sheet should be inclusive all taxes and final.

## **STANDARD CONDITIONS OF CONTRACT**

**Duration of work and delay.** In case the contractor defaults on running of the night canteen during the contract period the NITKSH will forfeit their Security Deposit. Decision of the Professor in-charge, Hostel Affairs, NITKSH/Canteen Management Committee, in this regard shall be final and binding.

**Execution of the contract.** The Contract will be coordinated and directed by Professor in-charge, Hostel Affairs, NITKSH/Canteen Management Committee. The schedule of requirements of the contract is as enclosed.

**Condition of working:** The Contractor shall note that the work lies within the restricted area and his representatives and workers shall be required to abide by the following: -

(a) **Entry/Exit:** The contractor or his representatives and workers will be allowed to enter through and leave from only such gates as the security staff may at their discretion permit to be used.

(b) **Security/Identity card / pass:** The contractor / his representatives or his supervisory staff are required individually to be in possession of security pass issued by the Hostel Office. The security staff of NITK Surathkal can examine the pass at the time of entry or exit from the restricted area and also at any time inside the restricted area. The contractor shall follow at site all security rules as may be framed by the NITKS Hostels from time to time regarding issue of identity cards, control of entry of personnel and all similar matters. The contractor and his personnel shall abide by all security measures, rules and regulations imposed by the NITKSH or the NITKS from time to time.

(c) **Security checks:** The contractor or his representatives or workers are liable to be searched at the gate used for entry and exit by the security staff. They are not to visit any other area within NITKS other than the designated work area.

(d) **Identity of workmen:** The contractor shall employ workers after thorough investigation and verification of their antecedents from local police at Surathkal. Police verification of all workers/staff

is to be submitted for issue of entry passes. The Contractor will also be responsible for the conduct and action of his workers and representatives.

(e) **Safety norms**: The contractor will ensure that prevalent safety norms in NITKSH areas are strictly followed. The contractor will be liable to pay compensation in the event of any injury to his workmen.

(f) **Passes**: The contractor will submit copies of the appointment letter and police verification for each and every employee whenever a pass is required to be issued.

(g) **Working hours**: The Contractor will be permitted to follow working hours as deemed essential to meet the requirements of running of the canteen by NITKSH.

(h) **General conduct of personnel employed**: All personnel employed by the contractor are to adhere to the prevailing rules for personnel employed on contract and conform to regulations of NITKSH.

**Channel of correspondence**: Subsequent to award of contract all correspondence pertaining to execution of work will be addressed to **"The Professor in-charge, Hostel Affairs, NITK Surathkal Hostels"**.

**Damage to existing works**: Any damage to the existing structures / Government property during running of canteen shall be made good immediately on the spot by the Contractor at his own expense. In the event of his failure to do so, matter shall be referred to the **Professor in-charge, Hostel Affairs, NITK Surathkal Hostels** whose decision shall be final and binding.

**Nonconformance by employees of contractor**: In case where any employee is found to be not conforming to expected service/contract requirement or is found to be in violation of laws NITKSH regulations or has been found to be acting in contravention of orders from NITKSH authorities, the contractor is to replace the person within 24 hours on receipt of a written communication to the firm to this effect by the Professor in-charge, Hostel Affairs, NITK Surathkal or any other officer nominated to run the contract on behalf of the Professor in-charge, Hostel Affairs, NITK Surathkal.

**Assistance of serving office personnel:** The Contractor shall not employ any serving office personnel or take their assistance either directly or indirectly without permission of The Professor in-charge, Hostel Affairs, NITK Surathkal.

**Injury/accident:** The payment of compensation to the employees of the Contractor for physical injury/disability if any, during the execution of the work shall be the liability of the Contractor.

**Waste materials and debris:** Waste material generated during work will be required to be cleared by the Contractor on daily basis at his cost as wet and dry garbage. No wastes are to be ever dumped into the sea or in other non-designated areas. The contractor will be liable for severe penalties, if any personnel of the contractor are found violating these requirements. No food is to be fed to dogs and cattle.

**Arbitration:** All disputes pertaining to this work shall be referred to the sole arbitration of **Professor in-charge, Hostel Affairs, NITK Surathkal**, whose decision in this matter shall be conclusive and binding.

The Contractor is advised to go through the tender documents carefully and thoroughly. He will be deemed to have accepted the terms and conditions stipulated in the tender documents if he submits his quotations for contract.

**Responsibility of Contractor:**

- a. Running of the canteen as per contractual clauses and scheduled of requirements.
- b. Adhering to the relevant legislation and NITKSH safety policy, procedures and standards of good I practice.
- c. Enforcing of procedures and practices, which are safe, and without risk to people, property and environment.
- d. Reporting all accidents, incidents, injuries and near misses with serious potential. All unsafe acts and conditions should be corrected immediately;
- e. Providing adequate safety and environment protection policies and regulations. Providing any necessary safety and protective equipment and ensuring that it is used.

- f. Providing personnel who are medically fit to carry out the work, properly qualified, trained and adequately experienced and supervised.

All disputes or differences between the contractor and his/their employees shall be settled by him/them.

NITKSH will have absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify NITKSH against all losses or damages or liabilities arising out of his/their relations with him/them employees or in the course of employing persons. The contractor should maintain proper records/registers as required by the concerned statutes and submit them to NITKSH as and when required.

**The following general terms and conditions regarding working in canteen are to be adhered to:**

- a. Services of the Canteen should be available on all days from Monday to Sunday and also during vacation period. The services of the Canteen are to be operated primarily for the residents of NITKSH and demands of all items are to be met in full.
- b. The rates of any additional items offered in canteen for all the personnel which includes students, employees and other workers working for contractors, the prices of all items is to be fixed in consultation with the canteen committee.
- c. The prices of items can only be revised during the operational period of contract including the extended period if any. Changes can be made in pre-approved menu with the written permission of the canteen management committee.
- d. The contractor is to make his own arrangements for fresh/dry provisions of good quality and is to ensure that sufficient stock of items is maintained at all times to avoid interruption in the services of the canteen. The contractor should not use any adulterated item for cooking. All vegetables and non-vegetable items such as Egg, fish, chicken should be fresh, of good quality and must be stored in cold storage. The refrigerator and cold storage is to be

maintained in working condition by the contractor. Worms, stones in eatables would mean unsatisfactory performance of the contract.

- e. The contractor is to make own arrangements to store sufficient quantity of potable water for cooking and drinking so as to meet the requirements of at least three days to cater for contingencies of shortage/breakdown of civil water supply.
- f. Supply of items on credit basis to any personnel would be purely on the risk of the Contractor and NITKSH will not be responsible in any manner for realization of dues from the any worker/personnel using the services of the canteen. Any problem in this regard may be however reported to Canteen Management Committee for feasible help. No altercation or manhandling of the personnel is to be resorted to by contractor or his personnel in this regard.
- g. Entry to the Kitchen is to be strictly restricted except for the Canteen staff, Canteen management committee and the official visiting for authorized inspection from time to time.
- h. The Contractor is prohibited from using kerosene stove, electric heater and fire wood inside the canteen.
- i. The Contractor has to employ the canteen staff of Indian Origin only after due verification of their character & antecedents. Personnel having been involved in any civil/criminal cases are not to be engaged for employment in the canteen. Any of the contractor personnel working in the canteen is found to have been/being involved in civil/criminal cases would entail termination of the contract as well as forfeiture of security deposit. The contractor will bear the responsibility and cost for police verification of all canteen staff from the local police authorities.
- j. The contractor has to employ the following minimum staff for smooth and efficient services of the canteen and these should be available for service throughout the operating period: -

- (i) Supervisor 1
- (ii) Cashier 1

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(iii) Bearers	1
(iv) Cooks	1
(v) Washers/sweepers	1

The Girls hostel night canteens are to be run by only Female workers. And Boys Hostel night canteens are to be run by male workers only.

**Samples of all food items prepared are to be kept for a period of 12 hours.**

**The Canteen Contractor is to keep a Complaint Register in the Canteen Counter for registering the complaints of the customers.** The Contractor will be liable to implement the decisions given by the Professor in-charge, Hostel Affairs, NITKSH /Canteen Management Committee on any complaint by the customers failing which it will be construed as a breach of the contractual obligation.

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**The following special conditions of contract also need to be adhered to:**

- a. Contractor will be responsible for maintenance of all electrical fittings such as all fans, exhaust fans, tube lights, tube light covers, switch buttons, fan regulators, all type of sockets, plugs, main switch board etc. Breakage of any window panes/frames or ventilators are to be exchanged with new a one.
- b. Contractor will be responsible for distemping of all walls from inside and painting of the door and windows on completion of the contract period and rectification of all buildings, fittings, electrical and other defects.
- c. The parking of the contractors' vehicles would be at a place designated by NITKSH
- d. Contractor will be responsible for obtaining all required licenses/permission for running the canteen from Mangalore/Surathkal local authority.
- e. **The contractor will not accept any orders for supply of eatables, catering for any party outside NITK or take away without the specific written permission of Professor in-charge, Hostel Affairs, NITK Surathkal/CMC.**
- f. The contractor should ensure that the staff at counter and serving staff is issued with clean & neat uniform (Pant, shirt).
- g. The contractor should sign and return two copies of this contract on your acceptance of the contractual terms and conditions.

Through this contract, the contractor will give a license to carry on business of canteen for a period of two years or as decided by the Hostel/Institute administration.

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### **Licence fee**

The contractor shall pay a of license fee as given in **table 1**, during the year of contract to the institute before the 10<sup>th</sup> day of the succeeding month. Failure to the payment of license fee an interest at the rate of 18% per month will be charged.

That in case of default in making payment of license fee cited above for three consecutive months, the license shall stand terminated automatically. The license fee will be increased by 10% every year in July month.

**Every month receipt of licence fee paid to the Institute should be submitted to hostel office**

### **Water Consumption Charges:**

The water consumption charges as given in table 1 will be paid by the contractor/license holder as per the bill issued by the Institute authorities every month with in 10<sup>th</sup> day of succeeding month. Failure to the payment of water bill within 10<sup>th</sup> day of succeeding month an interest at the rate of 18% per annum will be charged.

That in case of default in making payment of water charges cited above for three consecutive months, the license shall stand terminated automatically.

**Every month receipt of Water charges paid to the Institute should be submitted to hostel office**

**Table 1: Licence Fee and Water Charges of Respective canteens**

<b>S.No.</b>	<b>Name of the Canteen</b>	<b>Licence Fee/month (₹)</b>	<b>Water Charges/per month (₹)**</b>
1	Vindhya (III )Hostel Block	5389.00	1000.00
2	Sahyadri (VII) Hostel Block	5559.00	1000.00
3	Girls Hostel Block	4090.00	1000.00

**\*\* or as per the actual meter charges**

### **Electricity Consumption Charges**

The electricity consumption charges shall be paid by the contractor as per the sub meter reading or as fixed by the Institute/NITKSH in the case of meter failure, within 10 days of receipt of the bill from the Resident Engineers office of the Institute. Failure to the payment of electricity bill within 10 days an interest at the rate of 18% per month will be charged.

That in case of default in making payment of electricity charges cited above for three consecutive months, the license shall stand terminated automatically.

**Every month receipt of Electricity charges paid to the Institute should be submitted to hostel office.**

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**Table 2: List of Items permitted and Rate list (Inclusive of all taxes)**

<b>A. Hot Beverages</b>		<b>Rate/Item (Rs.)</b>
Tea in Cup (With/Without Sugar)	125 ml	10
Filter Coffee in Cup (With/Without Sugar)	125 ml	12
NesCafé	125 ml	10
Tea (tea bags With/Without Sugar)	125 ml	10
Milk (without water)With sugar	200 ml (One full glass)	10
Hot Bournvita	200 ml (Min 20 gm Bournvita + Milk without water)	20
Hot Horlicks	200 ml (Min 20 gm Bournvita + Milk without water)	20
Hot Chocolate Milk	200 ml (Min 20 gm Bournvita + Milk without water)	20
Hot Boost Milk	200 ml (Min 20 gm Bournvita + Milk without water)	20
<b>A. Cold Beverages</b>		<b>Rate/Item (Rs.)</b>
Lassi-Sweet	200 ml	15
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 (Real)	MRP	MRP

<b>B. Fruit Juice</b>		<b>Rate/Item (Rs.)</b>
Orange	200 ml	35
Mango	200 ml	35
Grape	200 ml	35
Mosambi	200 ml	15
Lemon	200 ml	15

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Water Melon	200 ml	35
Carrot	200 ml	35
<b>B. Milk shakes</b>		<b>Rate/Item (Rs.)</b>
Apple Milk shakes	200 ml	50
Banana Milk shakes	200 ml	25
Rose Milk Shake	200 ml	40
Chocolate Milk Shake	200 ml	25
Bournvita Milk Shake	200 ml	25
Cold Coffee	200 ml	35
Pomegranate Milk Shake	200 ml	50
Chikoo Milk Shake	200 ml	20
Mango Milk Shake	200 ml	20
Badam Lassi Milk Shakes	200 ml	20
Papaya Milk Shake	200 ml	20
Pista Milk Shake	200 ml	25
Mango Lassi Milk Shakes	200 ml	20
Lichi Milk Shake	200 ml	30
Oreo Milk Shake	200 ml	25
Kaju Anjeer	200 ml	50
Kaju Milk Shake	200 ml	35
Dry Fruit Milk Shake	200 ml	55
Kesar Royal Milk Shake	200 ml	45
Kesar Pista Milk Shake	200 ml	55
Vanila Milk Shake	200 ml	25
Shamam Milk Shake	200 ml	25
Strawberry Milk Shake	200 ml	25
Kesar Falooda	200 ml	50
Royal Falooda	200 ml	45

<b>C. Sandwiches</b>		<b>Rate/Item (Rs.)</b>
Veg Sandwich	Std Size	25
Aloo Sandwich	Std Size	25
Veg grilled Sandwich	Std Size	30
Aloo grilled Sandwich	Std Size	30
Bread Butter	2 slice medium size bread+ 10 gm Butter	20
French Fries		30
Veg Burger		20

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		Rate/Item (Rs.)
<b>C. Packed Rolls</b>		
Veg Roll	MRP	MRP
Egg Roll	MRP	MRP
Veg Patties	MRP	MRP
Paneer Roll	MRP	MRP

		Rate/Item (Rs.)
<b>D. Idli/Vada/Dosa/Upma</b>		
Idli (2 Nos) with sambar	100 gm idli+25 gm sambar+25 gm chatni	25
Dosa plain	50 gm Dosa+25 gm sambar+25 gm chatni	30
Onion/Tomato Uttapam	100 gm Onion/Tomato Uttapam+25 gm sambar+25 gm chatni	35
Potato vada -2 nos with chatni	100 gm vada each	25
Vegetable Samosa 2 Nos	100 gm each+25 gm Chatni	25
Kachori (Moong Dal/Potato)	50 gm each+25 gm chatni	20
Bread Medium Size	2 slices	10
Butter Amul or superior quality	10 gm	MRP
Veg cutlet 1 no. with sauce	50 gm+ 5 gm sauce	15
Curd	75 gm	10
Curd With Sugar	75 gm+10 gm sugar	10
Palak Masala Dosa	100 gm Dosa+25 gm sambar+25 gm chatni	40

		Rate/Item (Rs.)
<b>E. Paratha /Tandoor</b>		
Aloo Paratha with pickle	Std Size	25
Onion Paratha with pickle	Std Size	30
Gobi Paratha with pickle	Std Size	30
Palak Paratha with pickle	Std Size	30
Mix veg Paratha with pickle	Std Size	30
Paneer Paratha	Std Size	35
Tandoor Roti	Std Size	15
Butter Roti	Std Size	20
Naan	Std Size	20
Butter Naan	Std Size	25
Kulcha	Std Size	20
Butter Kulcha	Std Size	25
Chapati	Std Size	10
Khubus	Std Size	10

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<b>F.Sweets</b>		<b>Rate/Item (Rs.)</b>
Biscuits	MRP	MRP

<b>G.Veg Rice /Curries</b>		<b>Rate/Item (Rs.)</b>
Fried Rice (veg)	300 gm	45
Plain rice	300 gm	20
Steam Rice	300 gm	20
Veg biriyani With raita (Basmathi)	300 gm+ 50 gm raita	60
Veg Hakka Noodles	300 gm	45
Jeera Rice	300 gm	40
Ghee Rice	300 gm	40
Paneer fried Rice	300 gm	60
Manchurian Rice	300 gm	60
Singapore Fried Rice	300 gm	60
Curd rice with pickle	300 gm Rice+100 gm curd	44
Pongal with chutney / Sambar	300 gm+50 gm Sambar	37
Puliyogare with chutney	300 gm+50 gm Chutney	44
Vegetable Pulav	300 gm+50 gm raita	40
Dal Khichadi	300 gm	44
Dal Tadka	150 gm	50
Dal Fry	150 gm	40
Veg Korma	150 gm	45
Sambar	150 gm	12
Dry Chilly Paneer	200 gm	60
Mutter Paneer	150 gm	60
Potato dry vegetable	150 gm	40
Mixed vegetable curry	150 gm	40
Aloo Mutter	150 gm	45
Capsicum Masala	150 gm	50
Channa Masala	150 gm	50
Paneer Tikka Masala	150 gm	65
Paneer Palak Masala	150 gm	65
Dal Mughalai	150 gm	50
Gobi Manchurian	150 gm	50
Gobi Chilly	150 gm	50

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Paneer Manchurian	150 gm	60
Paneer Chilly	150 gm	60
Gobi Pepper Fry	150 gm	50
Aloo Fry	150 gm	40
Aloo Onian	150 gm	45
Aloo Jeera	150 gm	45
Tomato Masala Fry	150 gm	45
Veg Koftha	150 gm	50
Alu Koftha	150 gm	50
Chole Bathura	150 gm	50
Malai Koftha	150 gm	60
Bendi Masala Fry	150 gm	50
Mushroom chilly	150 gm	60
Pav Bhaji	150 gm	40
Veg Kadai	150 gm	50

<b>H. Chicken Dishes</b>		<b>Rate/Item (Rs.)</b>
Chicken Curry	150 gm (Chicken)+ 50 gm gravy	70
Chicken Masala	150 gm (Chicken)+ 50 gm masala	70
Dry Chilly Chicken	200 gm	70
Chicken Biryani with raita	250 gm rice+1 egg+100gm chicken+50 gm raita	80
Fried Rice(chicken)	300 gm+ 50 gm Chicken+raita/Sauce	75
Chicken Chilly Bone less	200 gm	90
Chicken Sukka	200gm	70
Chicken Kabab	200gm	30
Chicken Manchurian	200gm	80
Chilly Chicken Gravy	150 gm (Chicken)+ 50 gm masala	80
Chicken Manchurian Gravy	150 gm (Chicken)+ 50 gm masala	85
Chicken Hyderabad Biryani	250 gm rice+100gm chicken+50 gm raita	90
Butter Chicken	150 gm (Chicken)+ 50 gm masala	85
Chicken Kadai	150 gm (Chicken)+ 50 gm masala	85
Chicken Hyderabad	150 gm (Chicken)+ 50 gm masala	85
Chicken Kolhapuri	150 gm (Chicken)+ 50 gm masala	85
Hakka Noodles Chicken	300 gm rice+2 egg+ 50 gm raita/sauce	70

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<b>I. EGG Dishes</b>		<b>Rate/Item (Rs.)</b>
Egg Curry	1 egg+ 75 gm gravy	45
Egg Biryani with raita	250 gm rice+2 egg+ 50 gm raita	60
Egg Fried rice	300 gm rice+1 egg+ raita/Sauce	50
Egg Chilly	1 egg+ 75 gm gravy	45
Double Boiled egg	2 eggs	20
Double Omlet	2eggs	30
Bread Omlet	2eggs	35
Egg Half Fry	2eggs	20
Egg Full Fry	2eggs	20
Egg Burji	2eggs	25
Egg Paratha	Std Size	25
Egg Masala	1 egg+ 75 gm gravy	45
Egg Hyderabad Biryani	250 gm rice+2 egg+ 50 gm raita	65
Hakka Noodles Egg	300 gm rice+2 egg+ 50 gm raita/sauce	55

<b>J. SHAWARMA</b>	<b>Rate/Item (Rs.)</b>
1 Roll Shawarma with Veg	60
1 Roll Shawarma without Veg	80
1 Plate Shawarma with Veg	80
1 Plate Shawarma without Veg	100
1 Full Grill	340
Half Grill	180
Piece Tikka	50
Veg Roll	45
Minus (1 Cuff)	10

<b>K. MILLET DISHES</b>		<b>Rate/Item (Rs.)</b>
Ragi Ganji / Millet Ganji	300 ml	20
Millet / Ragi Dosa	2 no.s	50
Millet Pulav	300 gm	80
Millet Upma	300 gm	40

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## CLAUSES OF CONTRACT

### **1. CONTRACTOR IS THE EMPLOYER OF ALL WORKERS ENGAGED BY HIM:**

All statutory payments in connection with the employment of the Workmen under this contract shall be borne by the Contractor. The contractor is the employer of all the workers engaged under this contract and they shall not be treated as employees of the NITKSH.

The contractor should take all required registrations and pay premiums correctly to labour welfare funds; ESI; EPF etc constituted by the Union Government and Government of Karnataka from time to time.

### **2. PERIOD OF VALIDITY OF TENDER**

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders. If any bidder withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the NITKSH has the liberty to forfeit the Earnest Money Deposit.

### **3. SUB-LETTING:**

No part of the contract shall be sublet without the written permission of the "NITKSH" nor shall transfers be made by "Power of Attorney" authorizing others to carry out the work.

### **4. ASSIGNMENT:**

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written permission of the NITKSH.

### **5. SUB-CONTRACTING:**

Sub-contracting in any form is not allowed.

### **6. DURATION OF CONTRACT:**

The contract for Canteen Services shall remain valid initially for a period of two years. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of three months. The contract for the remaining 21 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.

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It may be extendable by one more year subject to satisfactory services and suitable commercial terms offered by the firm. The contract may be terminated by either party by giving two months' notice in writing to other party during the currency of the contract.

Maximum two extensions of one year each shall be considered at the sole discretion of the NITKSH.

**7. INSURANCE:**

The successful contractor shall take out Contractor's All Risk (CAR) insurance policy and a copy of the policy shall be deposited with the NITKSH as per the rules in force.

**8. INDEMNITY BOND:**

The Contractor shall indemnify the NITKSH against all claims for loss or damages or compensation due to the negligence of the Contractor in performing his responsibilities and duties and that may be made by his employees or users or third parties.

The Contractor shall indemnify against all losses and claims for injuries, death or damages to any person or property whatsoever which may arise out of or in consequence of the contractor's work and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

**9. GENERAL OBLIGATIONS AND CONDITIONS**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness of his offer for the service and the terms and conditions of the contract.

**10. REMOVAL OF WORKMEN:**

The "NITKSH" shall be at liberty to object to and require and Contractor to remove forthwith from the Work any person employed by the Contractor in or about the operation or maintenance of the Work who in the opinion of the "NITKSH" misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the "NITKSH" to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by the "NITKSH".

**11. COMMUNICATIONS TO BE IN WRITING:**

All references, communications, correspondences made by the "NITKSH"/ the NITKSH's representative or the Contractor in connection with the Work shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

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## **12. USE OF PREMISES:**

The Contractor shall not occupy any land, building belonging to or in the possession of the "NITKSH" without prior approval of the NITKSH.

## **13. LABOUR; LABOUR RULES:**

In respect of all labour (directly or indirectly) employed by the Contractor, the Contractor shall comply with the provisions of the Contract labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Rules 1971, Child Labour (Prohibition and Regulation) Act, Minimum Wages Act - 1948, Payments of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on Work and for bonus, EPF retirement benefits, retrenchment/lay off, compensation etc. The rules and the other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract. Violation of any of these shall be deemed as violation of the clause/ clauses of this contract.

## **14. REPORTING ACCIDENT.**

The Contractor shall be responsible for the safety of all employees and/or Workers employed or engaged by him and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the "NITKSH" and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

## **15. ACCIDENT OR INJURY TO THE EMPLOYEES OF THE CONTRACTOR.**

The "NITKSH" shall not be liable for, in respect of any damages or compensation payable in consequence of any accident or injury or death either due to the negligence of the contractor or otherwise in performing his responsibilities.

## **16. PRESERVATION OF PEACE:**

The Contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others, for the preservation of peace and protection of the inhabitants and security of property. No conflict between students and worker.

## 17. TERMINATION OF CONTRACT:

The Contract can be terminated by giving **Two month's** prior notice on either side. But prior notice is not required for termination of contract if the contractor violates any of the terms and conditions of the agreement.

The contractor shall give an acknowledgment for the materials handed over to him from the NITKSH. All such materials shall be returned in good working condition on completion of the contract period.

## 18. STATUTORY REQUIREMENTS:

In case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Contract Labour (Regulation and Abolition) Central Rules, 1971; Minimum Wages Act – 1948; Payments of Wages Act 1936; Child Labour (Prohibition and Regulation) Act, Payment of Bonus Act 1965; Payment of Gratuity Act 1972; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010; related Rules framed under these Acts; other Statutory obligations on the part of the contractor, NITKSH is obliged or made to pay or happens to pay any amount or wages to workers/ staff employed by the contractor in execution of the work, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the contractor, then the NITKSH will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred.

Without prejudice to the right of the NITKSH under sub-section (2) of Section 20, and sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, NITKSH shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the NITKSH to the contractor whether under this contract or otherwise. The NITKSH shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NITKSH full security for all costs for which NITKSH might become liable in contesting such claim.

The contractor shall abide by and comply with all relevant laws and statutory requirements covered under Labour (R&A) Act, Minimum wages Act, EPF, ESI etc. It shall be the responsibility of the contractor to provide the details of manpower engaged by him to the NITKSH as well as to the Labour department.

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## 19. LABOUR LICENCE:

The contractor shall obtain a valid license from the Assistant labour Commissioner (C) under the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the service work, and continue to have a valid license until the completion of the contract.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

Any failure to fulfill this requirement shall attract the penal provisions of this contract including termination of contract.

## 20. LIQUIDATED DAMAGES AND PENALTY:

In case of any default of terms of contract, then the contractor shall be liable to pay the penalties as per the following details,

- a. Discouraging students from registering complaints would lead to a fine of ₹. 25,000/-
- b. Insects cooked along with food would invite a fine of at least ₹.50,000/-
- c. Any complaint of soft objects like hair, rope, plastic, cloth etc. in food will attract a fine of ₹.5,000/-per complaint.
- d. Any complaint of stones/pebbles of diameter more than 2 mm will attract a penalty on the caterer of ₹.3,000/-.
- e. Hard and/or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of at least ₹.50000/-per incident.
- f. Five or more complaints of unclean utensils in a day would lead to a fine of ₹. 25,000/-on the caterer.

- g. If CMC agrees that certain item of a food was not cooked properly then a fine of ₹.25,000/-would be imposed on the caterer.
- h. **Food poisoning, shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the caterer.**
- i. Changes in menu (including fruit/juice/milkshake) of any food item without permission of CMC would result in a fine of ₹.25,000/-on the caterer.
- j. If the quality of milk is not found up to be appropriate, or it is diluted, a fine of ₹.10,000/-
- k. Inappropriate personal hygiene of workers including their dress will lead to fine of ₹.10000/- on caterer for every instance.
- l. Failure to maintain a proper health check up of the workers will attract a fine of ₹.5,000 /- per instance.
- m. 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 previous fine* will attract triple the initial amount of fine on the caterer.
- n. Absence of proprietor or his representative empowered to take decision from CMC meetings (which will be held once every month) on due invitation will attract a fine of ₹.25,000/-on caterer.
- o. As and when CMC proposes a fine it will inform the representative of the caterer or Canteen manager and fine will be imposed with consent of the wardens.
- p. Using brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the CMC with consent with the **Professor in-charge, Hostel Affairs, NITKS Hostels.**
- q. **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 an immediate termination of the Contract.**

The liquidated damages shall be recovered by the NITKSH 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.

**21. SETTLEMENT OF DISPUTES/ARBITRATION:**

As far as possible, disputes shall be settled mutually. In the event of any unsettled dispute or difference relating to the interpretation and application of the provisions of the agreement, such dispute or difference shall be addressed as per the 'Arbitration and Conciliation Act, 1996' The parties to the dispute will share equally the cost of arbitration intimated by the arbitrator. The place of arbitration shall be at NITKS Hostel Office or as decided by the arbitrator.

**22. FORCE MAJEURE**

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the NITKSH in writing immediately on such occurrences.

**23. JURISDICTION OF COURT:**

The Courts at Mangalore shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

**Special conditions regarding contractor's obligations under Employees' Provident Fund (EPF) and Employees' State Insurance (ESI) Acts.**

The contractor must comply with all his obligations under EPF and ESI Acts and Rules. The contractor shall indemnify the Institute of any recovery against non-compliance with the EPF and ESI Acts and Rules.

**Indemnity by the contractor:**

**"I/ We hereby indemnify the National Institute of Technology Karnataka Surathkal Hostel Trust Board (represented by its Professor in-charge, Hostel Affairs, NITKS Hostels) that in case of any notice served by the EPF and/ or ESI authorities to the Institute towards recovery of EPF and/ or ESI due from me/ us in connection with this contract, I/ we agree that the NITKSH is free to recover such dues as decided by the NITKSH.**

In case, notice is received by the NITKSH for non-compliance and/ or non-payment of EPF and / or ESI contribution from the contractor, the same shall be deducted from any money due to the contractor.

Seal and signature of the contractor.

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

## **DEFINITIONS AND INTERPRETATIONS**

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

b. **NITKSH**

Shall mean National Institute of Technology Karnataka Surathkal Hostel Trust Board, Surathkal, Post Srinivasnagar, Mangalore – 575 025, represented by its Professor in-charge, Hostel Affairs or other authorized representatives.

c. **CONTRACTOR/ AGENCY/ SERVICE PROVIDER**

Shall mean the successful bidder to whom the contract has been awarded which expression shall unless the context otherwise requires, include his legal heirs, executors, administrators and assigns.

d. **CONTRACT; CONTRACT AGREEMENT**

Shall mean and include the following:

Notice inviting tender; tender document containing general instructions to the bidder and conditions of contract; scope of work; clauses of contract etc., documents furnished by the bidder; Letter of Intent; Work order; all related Acts and Rules specified in the tender document; and/or any other correspondences of negotiations and the price bid, all related correspondence letters.

e. **WORK/ JOB/ SERVICE**

Of the Contractor shall mean and include preparing the food items, serving at canteens and other responsibilities as specified in the scope of service.

f. **CONTRACT PRICE**

Shall mean the sum/ sums referred to in the contract agreement under Price bid or in the work order/ letter of Intent.

g. **MONTH**

Shall mean calendar month.

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

**FORMAT OF INDEMNITY BOND**

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

**Name of the service:**

KNOW all men by these presents that M/s ----- (name and address of the agency) do hereby execute Indemnity bond in favor of NITKSH, 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, Mangalore – 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 an employee of mine/ ours 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.

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

**FORMAT OF SOLVENCY CERTIFICATE FROM A NATIONALISED OR A SCHEDULED BANK**

(On the Letter head 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 ₹. \_\_\_\_\_ (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

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

**FORMAT OF AFFIDAVIT**

**[For Sl. No. 5.9 of Eligibility Criteria]**

**On a stamp paper of ₹ 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 that the facts stated above are true and nothing material has been concealed.

Seal and Signature of deponent

Identified by:

Solemnly affirmed and signed before me by the Deponent after the contents of this affidavit were read over to him, and stated by him to be true and correct on this ----- day of ----- 2022, at -----

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

**FORMAT OF LETTER OF INTENT**

No.

Date:

To:

(Name address of the agency)

Sir,

Sub.: Running the Night canteen at \_\_\_\_\_ Letter of Intent – Reg.

Ref.: 1. Notice inviting tender ----- dated -----.

2. Your e- tender dated -----

3. Approval dated ----- of the Council of Wardens, NITK, Surathkal.

This is to inform you that, subject to the terms and conditions of Notice inviting tender dated ----- and the tender document, your tender under reference (2) above for the above service is accepted as follows:

Details of accepted price bid attached
--

You are requested to submit a further security deposit by means of a crossed Demand Draft of any scheduled bank drawn in favor of the "The Professor in-charge Hostel Affairs, NITKS Hostels, payable at Surathkal within three days from the date of issue of this letter.

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

Yours sincerely,

Professor in-charge,  
Hostel Affairs  
NITK Hostels, Surathkal.

Copy to:

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

## CERTIFICATE FROM THE FIRM

I \_\_\_\_\_ S/o Shri. \_\_\_\_\_ aged \_\_\_\_\_, hereby certify that none of my relative (s) is/are employed in Hostels unit. In case at any stage, it is found that the information given by me is false/incorrect, Professor in-charge, NITKS Hostels shall have the absolute right to take any action as deemed fit without any prior intimation to me.

**Definition of near relative: -**

- (a) Members of a Hindu Undivided family,
- (b) They are husband and wife,
- (c) The one is related to the other in the matter as father, mother, son(s) and son's wife (daughter-in-law), Daughter(s) & Daughter's Husband (son-in-law), brother(s) & brother's wife, sister(s) & sister husband (brother-in-law).

Signature of Bidder

Name:-

Address:-

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

## FORMAT OF AGREEMENT

### **AGREEMENT FOR RUNNING NIGHT CANTEEN AT \_\_\_\_\_ HOSTEL BLOCK, NITKS HOSTEL PREMISES**

THIS AGREEMENT is made on this day/ Month/Year----- by and between National Institute of Technology Karnataka Surathkal Hostels, P.O.Srinivasnagar, Mangalore-575025. represented by the Chief warden, hereinafter called the "NITKSH" of the ONE PART (The expression "NITKSH" shall include his successors, assigns or transferees)

And

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

Whereas the NITKSH has called limited tenders for the **AGREEMENT FOR FOR RUNNING NIGHT CANTEEN AT \_\_\_\_\_ HOSTEL BLOCK, NITKS HOSTEL PREMISES**, at --- vide Notice Inviting Tender No. ----- dated ----- . Among several agencies who have offered their tender, the NITKSH found the tender offered by ----- (Name of the agency) is acceptable and hence decided to grant the contract to them vide Letter of Intent No.----- dated-----.

Whereas ----- (Name of the agency) has accepted the award of contract.

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. ----- dated: -----.
  - (ii) Tender document containing --- pages.
  - (iii) Letter of Intent No. -----
  - (iv) Work order
  - (v) All future correspondences between the parties.
3. In consideration of the payments to be made by the NITKSH, the contractor hereby covenants with the NITKSH and execute the services of running the Canteen at ---- with effect from the date of this agreement.
4. That the Contractor hereby agrees to adhere to all related statutory requirements/ related Acts & Rules and statutory provisions in employing personnel required under this contract.
5. The NITKSH 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.

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

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

Contractor

NITKSH

Witness:

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

**FORMAT OF WORK ORDER**

No.-----

Date:

To:

(Name and address of the agency)

Sir,

Sub.: Running the Night Canteen at ---- – Work order – Reg.

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

2. Agreement dated -----

The agreement dated ----- for the above service is accepted. A copy of the agreement is enclosed. You are requested to contact the -----, NITKS Hostels, Surathkal for further instructions. Subject to satisfactory performance and subject to terms and conditions of the agreement dated -----, the contract is for three years.

The payment charge payable under this contract is as follows:

Details of accepted price bid attached
--

You shall pay all the statutory benefits to the employees engaged under this contract and submit the remittance details to the NITKSH from time to time.

You shall furnish the NITKSH 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 NITKSH record purpose. In no case, the payment shall be less than the minimum wage prescribed from time to time.

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

Yours sincerely,

Encl: As above

Professor in-charge  
Hostel Affairs  
NITK Hostels, Surathkal

Copy with copy of agreement to:

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

**NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL HOSTELS TRUST**

**POST SRINIVASNAGAR, MANGALURU – 575 025 (D K)**

Phone : (0824) 2474 800, (0824) 2474 823, (0824) 2473 848.

Mobile : 6364244536, e- mail: [chiefwarden@nitk.edu.in](mailto:chiefwarden@nitk.edu.in)



**PRICE BID**

**Name of work/ service : RUNNING NIGHT CANTEEN AT \_\_\_\_\_ HOSTEL BLOCK,  
NITKS HOSTEL PREMISES**

**Name of the bidder :**

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*

## PRICE BID

**Name of Service: Running Night Canteen at NITKSH.**

I am/ we are hereby offer our quote as follows:

Name of the bidder: \_\_\_\_\_

SI No.	Name of the Night Canteen	Whether the quote is made for (Yes/No)	Order of preference if any (1,2,3) If yes	Security Deposit (₹) if yes (In Lakhs)
1	Vindhya (III) Hostel Block(Non Veg.)			
2	Sahyadri (VII )Hostel Block (Non Veg.)			
3	Girls Hostel Block (Non Veg.)			

**Signature of the Proprietor(s)/ or Authorized Representative**

**Date:** \_\_\_\_\_

**Name of the signatory:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Stamp:**

*Seal and Signature of Bidder*

*Professor in-charge NITKS Hostels*