

राष्ट्रीय प्रौद्योगिकी संस्थान कर्नाटक, सुरत्कल

NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST-SRINIVASNAGAR, MANGALURU – 575 025 (D.K)

पोस्ट- श्रीनिवासनगर, मंगलूरु - 575025 (डी. के)

अनुभाग /Section: ACCOUNTS - I

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निविदा दस्तावेज/TENDER DOCUMENT

निविदा अधिसूचना संख्या/Tender Notification No:NITK/AC-1/FC-01/26-27/DOC04

दिनांक/Date: 08/06/2026

सामग्री का नाम/ Name of Goods/Services	Food Court - Restaurant Services at NITK Surathkal
निविदा में लगाई गई अनुमानित राशि / The estimated amount put to Tender	₹ 12,00,000/ (Excluding GST) minimum annual rent. (Refer: Annexure IV for minimum monthly rent)
ई.एम.डी राशि /EMD Amount	₹ 60,000/- (5% of minimum annual rent)
क्रय आदेश जारी होने के बाद वस्तु की आपूर्ति का समय / Time for completion of Supply after Placing Purchase Order	Within 15 Days
पूर्व- बोली सम्मेलन की तिथि, समय और स्थान / Date, Time & Venue of Pre-Bid Conference	18/06/2026, 03:00 PM, CCMT Hall NITK Surathkal (refer: Pre-Bid Conference clause)
दस्तावेज डाउनलोड आरंभ तिथि / Bid Document Download Start Date	08/06/2026
स्पष्टीकरण आरंभ तिथि / Clarification Start Date	08/06/2026
स्पष्टीकरण समाप्ति तिथि/ Clarification End Date	15/06/2026
ऑनलाइन बोली जमा करने की आरंभ तिथि / Online Bid Submission Start Date	08/06/2026
ऑनलाइन बोली जमा करने की अंतिम तिथि / Online Bid Submission End Date	29/06/2026 at 10:00AM
निविदा जमा करने का पता / Address for Submission of Tender	https://eprocure.gov.in/
तकनीकी बोली खोलने की तिथि / Date of opening technical bid	30/06/2026 at 10:00AM
क्रेता का संपर्क विवरण /Contact Details of Buyer	Prof-In-Charge, Commercial Establishment, NITK Surathkal
खरीद अधिकारी का नाम और संपर्क (खरीद पूछताछ से संबंधित) Purchase officer Name and Contact (Related to purchase inquiry)	Assistant Registrar (Purchase Section) Phone: +91-824-2474025, 3114, 3014 Email: ar.purchase@nitk.edu.in

**NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL****राष्ट्रीय प्रौद्योगिकी संस्थान कर्नाटक, सुरत्कल**
POST-SRINIVASNAGAR, MANGALURU – 575 025Phone: (0824) 2474000
Email: info@nitk.ac.inFax: (0824) 2474033
Website: http://www.nitk.ac.in

निविदा अधिसूचना संख्या / Tender Notification No. NITK/AC-1/FC-01/26-27/DOC04

दिनांक/Date: 08/06/2026

NOTICE INVITING e-TENDER (e-NIT)

The National Institute of Technology Karnataka, Surathkal (in short – NITK, Surathkal) is an Institute of National Importance under Ministry of Education, Govt of India imparting Technical Education and engaged in Research Activities.

Online Tenders (<https://eprocure.gov.in/>) are invited for the following items in **two cover systems** (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed manufacturers or its authorized dealers so as to reach this office on or before scheduled date and time. The tender (Technical bid) will be opened online on the due date as mentioned. Bidders can verify their bid status through the online portal <https://eprocure.gov.in/>. The financial bid of only such bidders whose technical bid is accepted shall be opened on the same day or later pre-informed date.

सामग्री का नाम/ Name of Goods/Services	Food Court - Restaurant Services at NITK Surathkal
निविदा में लगाई गई अनुमानित राशि / The estimated amount put to Tender	₹ 12,00,000/ (Excluding GST) minimum annual rent. (Refer: Annexure IV for minimum monthly rent)
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क्रय आदेश जारी होने के बाद वस्तु की आपूर्ति का समय / Time for completion of Supply after Placing Purchase Order	Within 15 Days
पूर्व- बोली सम्मेलन की तिथि, समय और स्थान / Date, Time & Venue of Pre-Bid Conference	18/06/2026, 03:00 PM, CCMT Hall NITK Surathkal (refer: Pre-Bid Conference clause)
दस्तावेज़ डाउनलोड आरंभ तिथि / Bid Document Download Start Date	08/06/2026
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ऑनलाइन बोली जमा करने की आरंभ तिथि / Online Bid Submission Start Date	08/06/2026
ऑनलाइन बोली जमा करने की अंतिम तिथि / Online Bid Submission End Date	29/06/2026 at 10:00AM
निविदा जमा करने का पता / Address for Submission of Tender	https://eprocure.gov.in/
तकनीकी बोली खोलने की तिथि / Date of opening technical bid	30/06/2026 at 10:00AM
क्रेता का संपर्क विवरण /Contact Details of Buyer	Prof-In-Charge, Commercial Establishment, NITK Surathkal
खरीद अधिकारी का नाम और संपर्क (खरीद पूछताछ से संबंधित) Purchase officer Name and Contact (Related to purchase inquiry)	Assistant Registrar (Purchase Section) Phone: +91-824-2474025, 3114, 3014 Email: ar.purchase@nitk.edu.in

Sd/-
Chairman (C.E.C)
Seal & Signature/ मोहर और हस्ताक्षर

SECTION 1: Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There is various search options built-in in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords, etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with the black and white option which helps in reducing the size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use the "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.
10. The off-line tender shall not be accepted and no request in this regard shall be entertained whatsoever.
11. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
12. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
13. No deviation from the technical and commercial terms & conditions are allowed.
14. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

ASSISTANCE TO BIDDERS

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

Section 1B - Information for the Bidders

1. Minimum eligibility criteria for qualifying in Technical Bid:

The intending bidder must satisfy all the following requirements for qualifying in the technical bid. Self- attested copy of the related document should be scanned and uploaded while submitting e-tenders:

- I. The bidder must possess a Trade License/Shop Act License - a self-attested copy should be uploaded
- II. The bidder must possess PAN registration with the Income Tax department – a self-attested copy should be uploaded.
- III. The bidder must possess GST registration – a self-attested copy should be uploaded.
- IV. Minimum Annual Turnover for Food Court - Restaurant of Rs. 50,00,000/- for the last three years certified by **Chartered Accountant**.
- V. The bidder must have the experience for the last 3 (Three) years for the relevant trade for which is applying. (An undertaking will be accepted for self-experience in the relevant field)
- VI. Copy of audited statement of accounts & balance sheet should be uploaded (related pages only).
- VII. The bidder must possess the FSSAI certificate in the relevant category - a self-attested copy should be uploaded.

2. Submission of Bids

The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through the e-procurement portal <https://eprocure.gov.in> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

1. **Technical Bid:** As per Performa for Technical Bid (Annexure-III) and should contain the following details: -
 - a) Vendor's eligibility conditions (As per the format at Annexure-I)
 - b) All pages of the technical bid shall be numbered, indexed and the document shall be used as final for all purposes.
 - c) Tender Acceptance Letter signed by the bidder with the seal as per (Annexure-II)
 - d) Financial Bid: Should contain Price Bid only. (As per Performa for Financial Bid- Annexure-IV)

2. Opening of bids:

- I. The technical bid shall be opened online on the scheduled date and time.
- II. Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the

tender opening board/committee.

3. **Rates:** Rent/Month in Rs. (Excl. GST) are to be quoted by the bidder as per Proforma for Financial Bid.

3. Validity of bid

- I. The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by NITK Surathkal as non- responsive.
- II. The NITK Surathkal may, at its discretion, request the bidder for extension of the period of bid validity. The request and responses thereto shall be made in writing. In such eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

4. Earnest Money Deposit

- I. EMD amount will be accepted in the online/offline form as per the given mentioned below table. The bid without EMD is liable to be summarily rejected. (The bank details for EMD submission are attached in Annexure XI)
- II. The bidder has to deposit the EMD amount as follow:

Sl. No	Name of Establishment	EMD Amount
1.	Food Court- Restaurant	₹ 60,000/

- III. Without prejudice to any other right of NITK Surathkal the Earnest Money Deposit may be forfeited by the NITK Surathkal:
 - a. if the Bidder withdraws his bid during the period of bid validity; or
 - b. in case the successful Bidder refuses to sign the Agreement; or
 - c. If the bidder fails to furnish the Performance Security.
- IV. EMD will be refunded to the bidders within sixty days from the date of issue of the award letter to the successful bidder and no interest would be paid thereon.
- V. The firm registered with MSME/NSIC as per MSME procurement policy order 2012 will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their tender. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of the concerned item. No relaxation in Turnover and Experience.

5. Security Deposit/Security Money

After the award of the contract, the contractor has to deposit equivalent amount of rupees 10 (Ten) Months' Rent in the form of an account payee demand draft from any of the commercial bank in favour of Director NITK Surathkal, Mangalore. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.

Performance security will be discharged after completion of the contractor's performance obligations under the contract. The above security deposit will be liable to be forfeited during the period of the contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss

results from contractor's failure and breach of an obligation under the contract.

6. Period of Contract

1) The contract will be initially valid for a period of 01 (One) year which may be extendable on a year-to-year basis up to a total of 3 years (1+1+1 years) subject to satisfactory performance and at the discretion of the Institute. Non-renewal or Non-extension of the contract, will render automatic termination. The contract may be terminated at any time if the terms and conditions are violated.

7. Acceptance/Termination of Bid

- 1) EMD amount will be accepted in the online/offline form. The bid without EMD is liable to be summarily rejected.
- 2) Two-Bid System: The Technical Bid and Financial Bid must be placed in separate, sealed envelopes and then placed inside a main, larger envelope.
- 3) Rejection Criteria: Incomplete bids, conditional tenders, or revealing financial terms in the technical bid will lead to rejection.
- 4) Site Visit: Bidders are advised to visit the site to check the actual condition before quoting.
- 5) The NITK Surathkal reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of NITK Surathkal's action.

8. Additional Terms and Conditions

- I. Rent Escalation: The monthly Rent shall increase by 10% every year.
- II. NITK Surathkal shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
- III. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to the detailed evaluation, NITK Surathkal will determine the substantial, responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document without material deviation. A bid determined as substantially non-responsive will be rejected by the NITK Surathkal.
- IV. The evaluation will be based on financial offers made by the various bidders based on the total of all rates quoted and other merits of the offer.
- V. Though the evaluation will be based on the highest rate quoted as per Financial Bid and will be considered for placement of offer. The contract will be awarded to the highest bidder.
- VI. The firms/contractors already running/operating any commercial establishment in NITK campus including the Hostel Mess are not eligible to bid in this tender.

a. Award of Contract

- I. The issue of a work order shall construe the intention of the NITK Surathkal to enter into a contract with the successful bidder.
- II. The successful bidder shall within 07 days of issue order, give his acceptance along with performance security and sign the contract with the NITK Surathkal.

b. **Signing of Contract**

The signing of the contract shall construe the award of the contract to the bidder. Upon successful bidder signing the contract, the NITK Surathkal shall discharge the bid security. Failure of the successful bidder to comply with the signing requirement shall constitute the sufficient ground for the annulment of the award and forfeiture of the bid security, in that situation the NITK Surathkal may at its own discretion call for fresh bids.

c. **Relaxation/modification in the tender:** NITK Surathkal reserves the right to:

- I. Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in the overall interest of NITK Surathkal.
- II. Re-tender or modify the terms & conditions of the tender. It also reserves the right to negotiate the rates with the bidders.
- III. Accept or reject any or all of the financial bids in part or in full, irrespective of they are being the higher, without assigning any reasons.

d. **Vacant Possession**

- I. The contractor shall give two months' notice to the Licensor in case he/she intends to vacate the premises.
- II. The contractor will on expiry of the period of the contract, peacefully and quietly hand over vacant possession of the premises to the Licensor without raising any dispute whatsoever. The Contractor will pay double the normal rent to the Licensor for continued occupation, if the contractor fails to vacate the premises on expiry of the period of contract. At the time of handing over the vacant possession, the contractor shall also ensure timely surrender of trade license in respect of the premises.
- III. The contractor shall not put up any permanent structure or make any alternations or additions in the premises without the prior consent in writing of the Licensor.
- IV. The contractor will be at liberty to remove all the movable articles brought by the contractor on the premises during the continuance of the contract, before delivering possession of the premises.
- V. In case of loss or damage caused to any of the fixtures etc. provided by the Licensor, the cost thereof shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- VI. If the contractor commits a breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.
- VII. In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/representatives or successors of the licensee shall not be entitled to claim any right over the licensed premises.

VIII. If the vendor is found using single-use plastic/polythene. (As per the law enforce)

e. **Non-participation of near relatives:**

Bidder should furnish an undertaking of the tender/bid document on non-judicial stamp paper of Rs.500 for non-Participation of near Relatives of NITK Surathkal Employees (Annexure-IX) in the tender called for **Food Court - Restaurant Services at NITK Surathkal** The near relatives for this purpose are defined as

- I. Members of a Hindu undivided family
- II. They are husband and wife
- III. The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother- in- law).

f. **Statutory Obligations**

- I. The successful bidder/contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for Food Court-Restaurant Services at NITK Surathkal under the relevant acts and he will be responsible for all the consequences for not obtaining such licenses as required by the law from time to time and will have to submit the certified photocopy of the same to the NITK Surathkal and any other laws, rules, regulations, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.
- II. The Contractor shall keep the NITK Surathkal indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which NITK Surathkal may be put to or involved as a result of Contractor's failure to fulfill any of the obligations hereunder and/or under statues and/or any bye-laws or rules framed thereunder or any of them.
- III. NITK Surathkal shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Security deposit/performance deposit of the contractor without prejudice to its any other rights under the law.
- IV. NITK Surathkal will not be liable for any act or breach or omission by the contractor in regards to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt. agencies. In case of any accident arising out of and in the course of this agreement, NITK Surathkal will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever. The person engaged by the Contractor shall be treated, as the Contractor's own employees and can claim no privileges from NIT Surathkal. The sole responsibility of any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline

and courteous behavior.

- V. The Contractor will have to obtain general insurance against risk, fire accident for his belongings, etc. and provide a copy of the same to NITK Surathkal.
- VI. All the taxes/levies/fee charges are payable to Govt. Dept. /Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the NITK Surathkal.

g. **Resolutions of Disputes**

Any dispute or difference that may arise between the parties hereto out of or in connection with this Contract shall be resolved, by reference to arbitration. The proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration shall be held at Mangalore and be conducted in English language. Arbitrator shall be appointed and should mutually agree on the arbitrator. The order passed by such arbitrator shall be final and binding on the parties to this Tender.

9. TERMINATION OF CONTRACT:

The following conditions lead to the termination of the contract with 15 days' notice period

- I. Non-payment of rent, water, and electricity charges within 20 days of issuance of invoice will lead to termination.
- II. The allotted shops can't be used as godowns or service centres to supply items outside the campus. It's exclusively an in-campus facility
- III. The awarded shop business can't be outsourced or leased to a third party other than the contract owner leads to termination.
- IV. Any encroachment and construction outside the contract area lead to termination.
- V. Only specified business and the selling of listed items, as in the contract, can be carried out. In Food Courts-Restaurant the Item list, Quantity, Quality and the Price List cannot be changed. Any violation leads to termination
- VI. Not cleaning Garbage on day-to-day basis and disposing it off as per norms leads to termination
- VII. There will regular inspection by the Authorities to check any of the above violations. There will be penalty of Rs 1000 per item each time. The contract will be terminated for repeated violations of more than two times.
- VIII. **Breach of contractual obligations:** Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider.
- IX. The service provider must not involve in supply of any type drug/tobacco/cigarette or any kind of abusive substances. If found by the authority, contract will be terminated immediately.
- X. The NITK reserves the right to terminate the contract at any time after giving 15 days' notice without assigning any reason, the decision of the NITK in this regard shall be final and binding on the contractor. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than three months' duration during the agreement period.

10. PENALTY and FINE

1. Penalties and fine can be imposed on service provider due to breach of contract/ agreement, faulty services, availed. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the service provider.

2. Penalties and fine are detailed below-

Sl. No.	Description	Penalty/ Fine			4th Instance
		1st Instance	2nd Instance	3rd Instance	
Penalty/ Fine on Service Provider					
1.	Delay in service delivery	Warning	3% of monthly billing amount	5% of monthly billing amount	Termination
2.	Discrepancy in quantity of food, number of food items	2% of monthly billing amount	3% of monthly billing amount	5% of monthly billing amount	
3.	Non-deployment of required staff	1% of monthly billing amount per personnel per incident	2% of monthly billing amount per personnel per incident	3% of monthly billing amount per personnel per incident	
4.	Hygiene and quality concerns	2% of monthly billing amount+ 100% amount penalized by competent authority.	3% of monthly billing amount+ 100% amount penalized by competent authority.	5% of monthly billing amount and/or termination of agreement	
5.	If staff is found of any disobedience or misconduct	2% of monthly billing amount per personnel per incident	3% of monthly billing amount per personnel per incident	5% of monthly billing amount per personnel per incident	
6.	If staff is found responsible for any theft, loss of material/articles/damages	Equivalent payment or replacement of material and/or replacement of staff	Equivalent payment or replacement of material +2% of monthly billing amount per personnel per incident	Equivalent payment or replacement of material + 3% of monthly billing amount per personnel per incident and/or termination of agreement	

7.	Non-payment of rent, water, and electricity charges on the 1st day of every month or within 10 days of issuance of invoice.	Warning	2% billing amount	5% of billing amount	
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Note: The above-mentioned penalties and fines are as per standard procedures; however, the competent authority reserves the right to take appropriate decisions at its discretion.

11. Pre-Bid Conference:

- I. All prospective bidders are requested to kindly submit their queries through E-mail to ar.purchase@nitk.edu.in & cc to pic.commercial.units@nitk.edu.in and office.dean.fw@nitk.edu.in so as to reach the buyer, on or before 04.00 PM. on 15/06/2026.
- II. A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate NITK for the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries through E-mail to the indicated mail address (with Tender No. and Date) so as to reach the Buyer as indicated in Invitation to Bid.
- III. NITK shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will, in turn, become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on the NITK website www.nitk.ac.in for the benefit of all prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the NITK website after the Pre-bid Conference, in order to enable them to take cognizance of the changes made in the bidding document.
- IV. Any Statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is made part of clarification in the proceeding of the Pre-Bid Conference
- V. Only queries formally submitted in advance, will be answered in the pre-bid conference and will become part of the Corrigendum/Amendment.

12. CANVASSING:

- I. Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
- II. Subject to the provisions concerning clarification of Bids, no Bidder shall contact the purchase committee on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.

III. Any effort by the Bidder or Bidder's representative however described to influence the purchase committee in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.

The purchase committee will deal with the Bidder on a Principal basis, without involvement in any manner in India or abroad of any agent or consultant or associate or another person howsoever described.

13. Instructions:

- I. The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through the e-procurement portal <https://eprocure.gov.in/> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.
- II. All tender documents attached with this invitation to tender for considering any offer as a complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and conditions of the tender are understood and accepted should be signed and submitted through e-Procurement portal <http://eprocure.gov.in/>
- III. The Earnest Money Deposit (EMD): 5% of minimum annual rent mentioned in tender document (Earnest Money Deposit) shall be payable. Earnest Money will be refunded to unsuccessful tenders/bidders after the finalization of the contract. After award of contract the contractor has to deposit amount of rupees 10 (Ten) Months' Rent as Security Money/performance security in the form of an account payee demand draft/bank guarantee/FDR from any of the commercial banks in favour of Director, NITK Surathkal, payable at Surathkal Mangalore. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.
- IV. The interested parties can inspect the premises between 10:00 AM to 04:00 PM on any working day from 08/06/2026 to 15/06/2026. They may contact the Resident Engineer office, NITK Surathkal on telephone No. 0824-2473028, during office hours on any working day for ascertaining the job requirements and any other additional information/clarification required by them.
- V. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient; a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bid or Financial Bids will be permitted.
- VI. Conditional bids shall not be considered and will be rejected summarily.
- VII. The Technical Bid shall be opened online on the scheduled date and time.
- VIII. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.

- IX. Only the commercial bids of technically qualified bidders will be considered. The bidder who quotes the **Highest Rent/Month in Rs. (Excl. GST)** as per Annexure-IV, would be considered the successful bidder.
- X. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after the opening of technical bids its EMD will be forfeited.
- XI. The Director, NITK Surathkal reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/ add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
- XII. Any subsequent Updates, Addendums, Corrigendum, etc., if any, will be published only on the website <http://eprocure.gov.in> and www.nitk.ac.in. All bidders are required to regularly check the websites for any updates.

Section 2 - Terms and Conditions

- I. The Firm/Company/Vendor should have a minimum experience of three years in the field of running concerned **Food Court-Restaurant**.
- II. In case of failure to vacate allotted shops/establishment after a permitted period, the NITK may take a decision to charge a double license fee from the Allottee with the initiation of legal action as per law.
- III. Monthly rent shall be increased by 10% annually enhanced every year (on Previous Year). If a licensee does not pay a license fee on or before the 10th day of each month, a penalty of 2% per month on total outstanding is to be levied upon to Allottee.
- IV. If licensee vacates the shop/establishment before the permitted period/one year, the security money will be forfeited.
- V. The bidder who offers the highest License fee [over and above the minimum License fee] will be the successful bidder. If the rates of two/three bidders are found equal/same, then the shop/establishment would be allotted at the discretion of the NITK.
- VI. The contract will be initially valid for a period of 1 year which may be extendable on a year-to-year basis up to a maximum of 3 years', subject to satisfactory performance and at the discretion of NITK.
- VII. The validity of the Bid Security shall be for a period of 60 days.
- VIII. The successful bidder shall within 07 days of issue order, give his acceptance, sign the contract with the NITK Surathkal along with performance security equivalent to 10 months' Rent in the form of an Account Payee Demand Draft from a Commercial Bank in an acceptable form, in favour of Director, NITK Surathkal, payable at Surathkal Mangalore. Performance Security should remain valid for 180 days beyond the date of completion of all contractual obligations. Bid Security should be returned to the successful bidder on receipt of Performance Security.
- IX. The licensee will not be permitted to authorize any sub-contractor or any other firm to run the shop/establishment allotted to him/her.
- X. That the licensee will be granted a letter of agreement to carry out the above work in the NITK Surathkal initially for a period of 1 year beginning and extendable for a maximum period of three years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the NITK.
- XI. The licensee shall be in-touch with Accounts - I on a regular basis and will also maintain his own register for attending any complaints/suggestions from residents/customers.
- XII. The NITK reserves the right to terminate the license by giving one months' notice.
- XIII. The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through the e-procurement portal <https://eprocure.gov.in> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose

under any circumstances whatsoever.

- XIV. The tender document can be downloaded from Central Public Procurement Portal Website <http://eprocure.gov.in> and www.nitk.ac.in.
- XV. Online technical bids will be opened as scheduled date and time in the office of Assistant Registrar (Purchase), NITK Surathkal Mangalore. The bidders or their authorized representative may be present if they so desire.
- XVI. The bidder would not be permitted to alter or modify their bids after the expiry of the deadline for receipt of Bids.
- XVII. The conditional tender will not be accepted.
- XVIII. The firm whose rates are accepted will have to deposit Security Money/performance security in the form of an Account Payee Demand Draft/ Bank Guarantee/FDR from any of the Commercial Bank in an acceptable form in favour of Director NITK Surathkal, payable at Surathkal Mangalore before the work order gets placed. Security Money shall bear no interest. Security Money should be valid for a period of 60 days beyond the completion of all contractual obligations by the service provider/firm.
- XIX. In case a successful bidder fails to deposit the Performance Security Money within 07 days from the date of receipt of the letter, the E.M.D of the firm will be forfeited in favour of department and action will be initiated to be debarred.
- XX. After examination of the technical bid and price bid, the tender committee will have the discretion to allot the shop on contract, if the rates of the bidders are found the same, it would be the discretion of the committee.
- XXI. The Tender Committee reserves the right to relax any terms and condition in the govt./NITK interest with the approval of the Competent Authority.
- XXII. The Tender Committee reserves the right to reject any tender or all tenders without assigning any reasons thereof.
- XXIII. The legible scanned copy of properly filled "Tender Acceptance Letter" (Annexure-II) duly signed & stamped by the bidder should be attached with the technical bid.
- XXIV. All the firms participating in the Tender must attach a list of their owners/partners etc. and Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid.
- XXV. The tender will be rejected straightway without assigning any reason if the applicant/firm involved in any criminal cases, declared blacklisted by any Govt./Semi govt. Department/agencies etc.
- XXVI. In case of violation of any clause of contract/agreement deed, the explanation of the licensee can be called by issuing show cause notice, if the reply is not found satisfactory. Security money can be forfeited in full or as to be decided by the NITK as well as action for blacklisting can also be taken prior to taking any legal action.
- XXVII. The firm will have to submit a scanned copy of the PAN card of the firm/individual. However, if the firm is proprietorship the proper evidence of the firm should be registered with Govt. agency in this regard relevant document is also to be enclosed with the technical bid.
- XXVIII. The Licensee shall, at its own cost and expenses, put up firefighting equipment, fitting, etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation, etc. affect the building; its interior aesthetics, etc. cannot be removed/taken away by the Licensee at the time of vacating of the licensed

contract/ completion of the License Period.

- XXIX. This will be only a License Agreement and the Licensee has no right on the land of the licensed premises.
- XXX. The Licensee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, etc.
- XXXI. The Licensee shall give special attention to the manner in which his employees receive visitors and render service ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard, a certificate duly certified by an RMP (Register Medical Practitioner) in respect of each employee, is to be furnished.
- XXXII. The Licensee shall ensure the items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the Prevention of Food Adulteration Act, 1954 and any other guidelines, regulations, standards, etc. issued by Authorities concerned from time to time.
- XXXIII. A rate list must be displayed at prominent places in the respective outlet. No hand Bills/Stickers are allowed to be put anywhere on the premises or outside. Also, the rate should not be more than MRP at any cost.
- XXXIV. Deviation from approved trade for which licensee has been granted will be treated as violation of License Agreement and the license shall be terminated immediately.
- XXXV. The sale/serving or promotion of drugs, narcotics products, alcoholic beverages and serving of any item related to pork and/or beef is strictly prohibited.
- XXXVI. Officials of the Licensor may, at any time, enter the licensed premises/ food outlet/ shop and monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises, etc. The Licensee will be duty-bound to assist/co-operate with the Licensor's officials in this regard. The source of procurement of raw materials, food items, etc. will also have to be divulged to the officials of the Licensor whenever asked.
- XXXVII. The Licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, weighing or vending machines or manual or mechanical/electrical devices or contrivance for commercial gains. Board/Banner/hoardings/posters etc. promoting any individual's location/ outlet either in NITK Surathkal, Mangalore or any of the place or near the allotted shop/Outlets will not be allowed.
- XXXVIII. Segregation of waste material will also be undertaken by the Licensee of outlets/shops as per local rules and regulations. Shop/outlet operators shall collect all garbage in bags/boxes/trolleys permitted for the purpose as per the guidelines of the Licensor. The collected garbage shall be kept at identified collection points. Failure to do so will involve termination/cancellation of the License Agreement without any notice. It will also be the responsibility of the Licensee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
- XXXIX. The Licensee shall not use any temporary shed or shamiana on the premises or occupy the area around the licensed premises in any manner.

- XL. The Licensee, his agents and servants shall observe/perform and comply with all applicable laws/rules and regulations of the Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other Department (s) of Government of NCT of NITK Surathkal or Local body or administration as applicable from time to time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are located. This also included Agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material, etc. The Licensee shall ensure that the Staff employed by them in the premises exercise professional conduct and behaviour with the customers as well as Students visiting the premises.
- XLI. The licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.
- XLII. The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from NITK Surathkal.
- XLIII. The licensee shall get the electricity/water connection at their own end after taking prior permission of the NITK & the licensee shall have to pay dues himself/herself, NITK Surathkal shall not bear any expenditure for their service.
- XLIV. The use of the DG set is strictly prohibited. However, if power backup is required, it shall be through UPS mode only.

SERVICE DETAILS AND STANDARDS

1. The Service includes all serving staff, utensils, crockery, packaging, dispensers, hot/ cold buffet chafers, tablecloth, mats, glass wear and all other equipment required for serving the desired quality of food.
2. For packets, the food items shall be put in a paper box, for the thalis, the food items shall be packaged in an airtight food box, and for the buffet, the food items will be served in stainless steel crockery, unless otherwise stated in the order.
3. Service Provider shall possess a valid license issued by Food Safety & Standard Authority of India (FSSAI), State Govt./ Central Govt., PAN, and copy of GST registration certificate from appropriate authority.
4. All persons employed by the Service Provider shall be medically fit for handling food and certified for fitness before engagement by the Service Provider.
5. The food items supplied should be as per Government standards. If at any point of the time any penalties imposed by the Government Authority i.e., by Food Inspector of Food Department, the same shall be borne by the Service Provider.
6. The meal packets/ thalis/ buffet provided by the service provider should include the requirement of food items as per the meal package mentioned.
7. The service provider shall serve the food in healthy, eco-friendly packaging, also label all serving/ menu items with their name and/ or corresponding dietary restrictions.
8. The crockery used shall be clean, not old, faulty (cracked, scratched); the packaged food packets should not leak, and the cloth and paper napkins provided should be clean.
9. The eatables served by the Service Provider to the guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc.
10. All vegetables, fruits etc. used shall be fresh and not rotten or overripe. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and must be prepared and served fresh. All the items being used shall be stored properly and served before their expiry date.
11. The deployed catering staff, shall be adequate as per requirements, trained, presentable, well dressed, well-mannered and well experienced to ensure timely, efficient and prompt service for both dining and buffet services.
12. The deployed catering staff shall serve potable drinking water from the source to the dispensers and water coolers placed at all locations at the Buyer premise/ designated premises.

SERVICE PROVIDER'S OBLIGATION

1. All Sellers/Service Providers shall comply with all applicable labour laws, including the four labour Codes, namely the Code on Wages, 2019, the Industrial Relations Code, 2020, the Occupational Safety, Health and Working Conditions Code, 2020 and the Code on Social Security, 2020, along with all rules, regulations and schemes notified thereunder, as and when brought into force by the appropriate Government.

For all provisions of the Labour Codes that are pending operationalisation through rules, regulations or schemes, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- i) All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- ii) All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

2. Service Provider shall ensure the timely delivery with the agreed standards and quantity of required services to the Buyer.
3. The Service Provider shall provide catering services in the dining area and/ or administrative building premises and/ or any other local premise designated by the Buyer as per the service request and for the number of people mentioned by the Buyer.
4. The Service Provider shall be well equipped to undertake Hygiene audit and reports shall be submitted to the Buyer bi-annually.
5. All the staff deployed by Service Provider at Buyer's premise/ designated premise shall adhere to the Buyer's policies for office timings/ other guidelines.
6. Service Provider shall provide uniforms, identity card, name badges and safety items/ kits, shoes etc. to its staff working in the Buyer's premise. Staff should also ensure wearing gloves and hair covers while cooking and serving food.
7. Service Provider shall inform about the non-availability/ shortage of any item/ dish in advance inappropriate time along with the alternate options for non-available items.
8. The Service Provider shall follow the service delivery instructions from the Buyer's Committee, Service Provider shall get all the details of service i.e., packet/ catering arrangement, quality, quantity of the eatables, other arrangements etc. in advance from the Committee to avoid last minute issues. The Service Provider shall also provide varieties in Menu/Cuisine in consultation with Buyer Department within the selected meal package.

9. Taking protective measures to protect the property and persons and prevent accidents shall be the Service Provider's responsibility during the contract period.
10. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
11. The Service Provider shall arrange for any special type of equipment and machines if required for during catering service at his own cost.
12. The Service Provider shall maintain its gadgets and equipment etc. in good working conditions with all safety measures at its own cost and expenses.
13. The Service Provider shall be responsible for maintaining hygiene and safety of cooking/ serving area and the catering staff deployed at the premise where food is being prepared/ served.

INTEGRITY PACT AGREEMENT

(To be signed by the bidder/same signatory authorized to sign the relevant contract)

This Integrity Agreement is made at Surathkal on this day of20

BETWEEN

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

AND

.....

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

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

Preamble

WHEREAS **NITK Surathkal** has floated the Tender (Hereinafter referred to as "Tender/Bid") and intends to award, underlaid down organizational procedure, contract for "Equipment"

[Hereinafter referred to as the "Contract"].

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness/transparency in its 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 this witness as under:

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article 1: Commitment of NITK Surathkal

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

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

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

Seal and Signature of the bidder

Registrar, for NITK Surathkal

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

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti-corruption 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 discretion, revoke the exclusion prematurely.

Seal and Signature of the bidder

Registrar, for NITK Surathkal

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

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12months 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 these pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of NITK Surathkal, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement with their original intentions.
- 5) It is agreed on term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action was taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article 8: LEGAL AND PRIOR RIGHTS

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

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

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

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

1.
(Signature, name, and address)

2.
(Signature, name, and address)

Place: Surathkal.

Dated:

Scope of Services/Work
Food Court- Restaurant Services at NITK Surathkal

Sl. No	Name of Establishment	Description of the Establishment
1.	Food Court- Restaurant	Description: Food Court- Veg Restaurant, Kitchen and Dining Hall- Furnished, Service-Self Service for students, Service to be provided for Faculty/staff (about 3 tables). Selling Ice cream, Juice, Chat items are NOT allowed. Location: Beside Silver Jubilee Auditorium (East Side) Timings: 07:30 AM -11:00 PM

***Door to door delivery:** Service Provider may provide the services door to door delivery as per order strictly within the NITK campus.

Eligibility conditions/Check List of Technical Bid Documents

Sl. No	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	Name Of Bidder		
2.	A valid copy of Trade license/Shop Act license		
3.	Earnest Money Deposit (EMD) (copy of the same must be submitted)		
4.	Copy of the PAN either individual or firm.		
5.	Copy of Goods & Service Tax Registration certificate		
6.	Signature of the Bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.		
7.	Experience certificate for the last 3 (three) years. An undertaking is to be accepted for self-experience in the relevant field.		
8.	Minimum Annual Turnover for Food Court-Restaurant of Rs. 50,00,000/- for the last three years (supporting document to be enclosed).		
9.	FSSAI certificate must be attached.		
10.	Annexure- I to X (Except Annexure - IV)		
11.	Work Order/ Licenses agreement		

To,

The Registrar, NITK Surathkal,
Mangalore Karnataka- 575025
Sub: Tender Acceptance letter

Sir,

I hereby undertake that I have read and understood the entire tender document and accept & agree to comply with the same. I also accept and agree that any subsequent Addendums and Corrigendum's if issued in this regard I shall comply accordingly.

Signature of the Authorized Signatory of the
Bidder with the seal of the firm

PROFORMA FOR TECHNICAL BID

To,
The Registrar
NITK Surathkal
Mangalore-575025

Sir,

Subject: **Food Court - Restaurant Services at NITK Surathkal Campus.**

With reference to your Tender No. Dated..... on the subject mentioned above, the undersigned have read the terms and conditions of the tender and hereby submitting the following documents.

Sl. No.	Particulars	Page Number
1.	Vendor's Qualification (As Per the format given at Annexure-I)	
2.	Tender Acceptance Letter as per Annexure-II	
3.	Technical Bid Performa annexure-III	
4.	Agency Details (as per annexure- V)	
5.	Experience Certificate as per annexure-VI	
6.	Undertaking on non-judicial stamp paper of Rs.500/- (As per Annexure-VII	
7.	Compliance Statement Certificate as per Annexure - VIII	
8.	No relation certificate as per para 14 of General Information to Bidder as per Annexure- IX	
10.	Earnest Money Deposit as per annexure X	
11.	Any other Supporting Documents submitted by the bidder	

1. It is to certify that the above information is correct and a duly certified copy of relevant documents in the proof of above is enclosed herewith. All pages of the technical bid have been numbered, indexed and the document is final for all purposes.
2. All the above-mentioned documents have been scanned & uploaded along with bid documents.

Signature of the Authorized Signatory of the
Bidder with the seal of the firm

To,
The Director, NITK Surathkal

PROFORMA FOR FINANCIAL BID

Subject: Tender for Food Court - Restaurant Services at NITK Surathkal reg.; -

Sir,
with reference to your Tender No.....dated..... on the subject mentioned above, the undersigned have read the terms and conditions of the tender and quote the rates as under for **Food Court- Restaurant**.

Sl. No	Name of Establishment	Location	Nature of Business	Minimum Rent/Month in Rs (Excl. GST)	Rent/Month Quoted by the bidder in Rs. (Excl. GST)
1.	Food Court- Restaurant	Beside Silver Jubilee Auditorium (East Side)	Veg Restaurant	1,00,000	

Note: The Electricity, water charges are extra monthly meter reading as per institute norms. Bidder who quotes the Highest Rent will be awarded the contract. **only listed food items as given in Table 2 (Fixed Price list for Items), are permitted to sell. Any addition/alteration of items, quantity and price is to be approved by the competent authority.**

PRICE BID EVALUATION

Only the commercial bids of technically qualified bidders will be considered. The bidder who quotes the **Highest Rent/Month in Rs. (Excl. GST)** as per Annexure-IV, would be considered the successful bidder.

Table 2: Fixed Price List for Items in Food Court - Restaurant Services at NITK Surathkal

Category	Item Name	Quantity / Details	Price (in Rs.)	
A. Hot Beverages	Tea / Coffee / Filter Coffee / Milk	125 ml	15	
	Hot Bournvita / Horlicks / Chocolate Milk / Boost	200 ml	25	
B. Cold Beverages	Lassi – Sweet	200 ml	20	
	Lassi – Salty	200 ml	20	
	Fresh Fruit Juice	-	40	
	Assorted Cold Drinks / Ice Cream / Frooti / Mineral Water	-	MRP	
C. Breakfast	Puri Bhaji / Puri Sagu (3 piece)	-	50	
	Masala Dosa / Set Dosa / Mysore Masala Dosa/ Open Masala Dosa	-	50	
	Plain Dosa/ Neer Dosa (3 Piece)	-	40	
	Chow Chow Bath	-	40	
	Kesari Bath	-	25	
	Idli (2) with Medu Vada (1) and Sambar	100g Idli + 25g Sambar + 25g Chutney	40	
	Onion / Tomato Uttapam	100g + 25g Sambar + 25g Chutney	40	
	Upma with Coconut Chutney	120g Upma + 25g Chutney + 25g Sambar	35	
	Potato Vada (2 No) with Chutney	100g each	40	
	Potato Poha / Poha with Sev	100g Poha + 30g Namkeen	45	
	Veg Samosa (2 No)	75g	40	
	Buns (1 No)	75g	20	
	D. Sandwiches	Veg Sandwich	-	45
	E. Paratha/Tandoor	Naan	Std Size	20
Butter Naan		Std Size	25	
Kulcha		Std Size	25	
Paneer parata		Std Size	60	
Alu parata		Std Size	30	
Butter Kulcha		Std Size	30	
Chapathi (1 No)		Std Size	15	
F. Veg Rice	Fried Rice (Veg)	300g	50	
	Veg Biryani with Raita	300g + 50g Raita	60	
	Curd Rice	300g	50	
	Plain Rice / Steam Rice	300g	30	
	Dal Khichadi	300g	50	
G. Curries	Veg Koftha / Alu Koftha / Malai Koftha	150g	65	
	Chole Bathura	150g	60	
	Mutter Paneer / Dal Tadka / Mixed Veg/ Paneer Tikka Masala	150g	55	
	Dal Fry / Aloo Fry / Potato Dry Veg	150g	45	
	Pav Bhaji	150g Bhaji + 2 Pav	50	
	Sambar	150g	20	
	H. Meals	North Indian Thali	Rice, Puri/Roti, Dal, Veg, Curd, etc.	100
South Indian Thali		Boiled Rice, Puri/Roti, Sambar, etc.	80	
Mini Meals		Boiled Rice, Puri/Roti, Sambar, etc.	60	

I/We undertake that if our bid is accepted, we will run Food Court-Restaurant Services at NITK Surathkal in accordance as specified in the terms and conditions of the tender documents.

I/We undertake that I/we shall furnish the Performance Security within Fifteen days after the issue of notification of award for an amount of Rs. equivalent to 10 (Ten) Months' Rent the form of demand draft or Fixed Deposit Receipt (in original) or Bank Guarantee in an acceptable form from any Nationalized/Commercial Bank in favour of Director, NITK Surathkal payable at Surathkal Mangalore. Performance Security shall remain valid for a period of 06 months beyond the date of completion of all contractual obligations of the supplier. No interest will be paid on the amount, the same will be refunded when the contract is over and after clearing all dues.

I/We also agree to abide by this Bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

I/We attach herewith an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

I/We clarify/confirm that we comply with the eligibility requirements of the bidding documents until our contract remains in operation/force.

Dated this.....day of.....2026.

Signature of the Authorized

Signatory of the Bidder with the seal of the firm

AGENCY DETAILS

1. Name of Agency:
2. Status of ownership of the firm (Proprietary/Partnership/Company):
3. Registration No.: Trade license/Shop Act License
4. GST Registration No.:
5. PAN Number:
6. Details of establishment applied for (shop no & location):
7. Good Service Tax Registration No:
8. Telephones Nos.:
9. Residential Address:
10. Experience (Years):
11. Minimum Annual Turnover for Food Court-Restaurant of Rs. 50,00,000/- for the last three years certified by Chartered Accountant.
12. Any Other Information/Documents which may help NITK, in assessing Tender's Capabilities for the award of contract

Signature of the Contractor

Name/Firm

Address

Photo of Bidder with
Signature

(ON THE LETTERHEAD OF THE ISSUING ORGANIZATION/FIRM)**Experience Certificate/Performance Report**

Performance report/experience certificates form for the completed and in progress during the last 3 years (attach copies of work order/agreement – Please use different sheets for having experience in different organization/Firm and may be followed as per requirement).

1	Name of the firm	
2	Name of the work & Location (Food court/canteen services)	
3	Agreement No. / Work Order No. (Please enclose copy of the work order with Authorized Signatory)	
4	Tendered Cost	
5	Value of work done	
6	Tenure of the contract/license	From: _____ To: _____
7	Date of Commencement	
8	Date of Completion (Please mention "under progress/continuing" if not completed)	
9	Experience certificate/ Performance report based on quality of food, hygiene, overall service quality	Excellent / Good / Satisfactory / Bad / Very Bad (Please select one)

Note: Bidder must submit the experience certificate/performance report on the given format only; any other format shall not be considered for evaluation.

Date:

**Head of the organisation or
Equivalent with seal & signature**

An undertaking enclosed at Annexure of the tender/bid document on non-judicial stamp paper of Rs.500

UNDERTAKING

I/We have read and understood the contents of tender and agree to abide by the terms and conditions of this tender and undertake the following.

1. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
2. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the government has banned/suspended business dealing. I/We further undertake to report to the NITK Surathkal, Mangalore immediately after we are informed but, in any case, not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the contract with you.
3. I/We agree that all disputes if arising related to this tender shall be within the jurisdiction of courts of Surathkal.
4. I/we undertake that the firm/company etc. has never been blacklisted by any of the Central/Govt. organization and no criminal case is pending against the firm/company.
5. That the information supplied by the firm/company/bidder in the bid is true and nothing has been concealed and, in the case, at any stage, any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the NITK.
6. NITK Surathkal Authorities may make surprise inspection to ensure proper Quality and nearby sanitation conditions.

Date:

(Signature of the tenderer/bidder)

Name: designation with the seal of the firm/company

Compliance Statement Certificate

I/we do hereby state that I am applying for **Food Court-Restaurant Services at NITK Surathkal** and each term and conditions of the tender documents have strictly complied and nothing has been concealed or left as required in the tender document.

Authorized signatory with Rubber Stamp

Dated:

Place:

An undertaking enclosed at Annexure of the tender/bid document on non-judicial stamp paper of Rs.500

UNDERTAKING

I/We hereby certify that none of my relatives as defined in the bid document is/are employed in NITK Surathkal. In the case at any stage, it is found that the information given by me/us is false/incorrect, NITK Surathkal shall have the absolute right to take any action as deemed fit without prior intimation to me/us.

Authorized signatory with Rubber Stamp

Dated:

Place:

FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

(To be typed on Non-judicial stamp paper of value Indian Rupees Five Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALURU OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALURU OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALURU. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

To
Director,
National Institute of Technology Karnataka,
Srinivasnagar P.O., Surathkal
Mangaluru – 575025

IN ACCORDANCE WITH YOUR TENDER for the supply of, M/s..... (herein after called the "Bidder") having its Registered Office at, wish to participate in the said bid for the supply.....as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid up to (180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Intent/Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We,(Bank name) having the registered office at.....guarantee and undertake to pay immediately on first demand by NITK Surathkal, an amount of Rs..... (Rupees.) without any reservation, protest, demur and recourse. Any such demand made by the NITK Surathkal shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to.....(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

- * Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....).
- * This Bank Guarantee shall be valid up to.....(date).

* We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at(Address of local branch).

Yours truly,

Signature and seal of the guarantor: Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after the expiry of the bond period

Institute Bank details for EMD submission

Name of Beneficiary	NITK SURATHKAL
Account Number	37772503911
Account Type	Current Account
Name of Bank	STATE BANK OF INDIA
Branch	NITK Campus, Surathkal
IFSC Code	SBIN0002273

Annexure-XII

List of Annexure

Sl. No.	Annexure	Subject	Page No.
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****Disclaimer**** Bidders are advised to exercise caution and not respond to any unknown calls, emails, or embedded links requesting payment for participating in the tender or for any other purpose. Please note that NITK Surathkal never asks for any tender fee for participation in tenders or bids.