

# INDIAN INSTITUTE OF INFORMATION TECHNOLOGY DHARWAD

Ittigatti Road, Near Sattur Colony, Dharwad -580009

Website: [www.iiitdwd.ac.in](http://www.iiitdwd.ac.in)

Tender Notification. Ref No.: IIITDWD/MMU/CANTEEN/NIT/272-4/2022/004  
02/04/2022

Dated:



## NOTICE INVITING TENDER (NIT)

### Schedule of Events

Name of the work	Notice Inviting Tender (NIT) for Running Canteen at IIIT Dharwad h -block
Cost of Tender Document	NIL
Project Period	1 Year (Further extendable up to 5 Years)
EMD amount	50,000/-
Tender Fee	2000/- Non-refundable
Publishing Date	02/04/2022
Website for downloading Tender Document, Corrigendum's, Addendums Etc	<a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a> <a href="https://iiitdwd.ac.in/Tenders.php">https://iiitdwd.ac.in/Tenders.php</a>
Bid Submission Start Date & Time	02/04/2022, 10:00AM
Bid Submission Closing Date & Time	22/04/2022, 05:00PM
Address where the Tenders are to be submitted	<a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a>
Technical Bid opening	Online/ <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a>
Date and Time of opening of Financial bids	Shall be communicated later
Bid Validity	180 days from the closing date of bid submission

**Note:** EMD shall be remitted through RTGS/ NEFT and its acknowledgement shall be uploaded in e-procurement portal while submitting e-tenders.

EMD of all bidders will be returned without interest after the completion of tender process and award of contract.

**Detailed procedure for submission of e-tenders is available in the website <https://mhrd.euniwizarde.com> & at page no 24 of this document.**

IIIT Dharwad is an Institute of National Importance set up in 2015 in Public-Private-Partnership mode between the Ministry of Education, Government of India, Government of Karnataka and industry partner Keonics under an Act of Parliament (23 of 2017). The IIIT Dharwad is interested in inviting e-tender for Running Canteen in the h-block of IIIT Dharwad. The interested firms/agencies may personally visit the campus at IIIT Dharwad to have first-hand information about the Canteen located on our campus and submit their online bids. The contract will initially be valid for a period of 1 year which will be extendable on a year to year basis up to **5 years'** subject to satisfactory performance.

Online Tenders(<https://mhrd.euniwizarde.com/>) are invited for Running Canteen in two cover system (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed, experienced and financially sound firms 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 online portal <https://mhrd.euniwizarde.com/>. The financial bid of only such bidders whose technical bid is accepted shall be opened on the same day or later pre-informed date.

1. 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://mhrd.euniwizarde.com> 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.
2. 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 site <https://mhrd.euniwizarde.com>.
3. The Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Twenty Thousand Only) 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 4,00,000/- (Rupees Four Lakhs only) Security Money/performance security in the form of an account payee demand draft from any of the commercial banks in favour of Director, IIIT Dharwad, payable at Dharwad. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.
4. The interested parties can inspect the premises between 10:00 AM to 04:00 PM on any working day from 05/04/2022 to 20/04/2022. They may contact the Assistant Registrar, IIIT Dharwad on telephone No. 0836-2250879, during office hours on any working day for ascertaining the job requirements and any other additional information/clarification required by them.
5. 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.

6. Conditional bids shall not be considered and will be rejected summarily.
7. The Technical Bid shall be opened online on the scheduled date and time.
8. 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.
9. 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.
10. The Director, IIIT Dharwad 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.
11. Any subsequent Updates, Addendums, Corrigendum, etc., if any, will be published only on the website <https://mhrd.euniwizarde.com> and [www.iiitdwd.ac.in](http://www.iiitdwd.ac.in). All bidders are required to regularly check the websites for any updates.

Sd/-  
Registrar IIIT Dharwad

## **SECTION1: INFORMATION TO 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. The bidder must have the experience for the last 2 (two) years for the trade for which is applying. (An undertaking will be accepted for self-experience in the relevant field).
- v. Average annual financial turn over on a similar service of the bidder should not be less than ₹ 5,00,000/- for one year. Copy of audited statement of accounts & balance sheet should be uploaded (related pages only).
- vi. The bidder must possess the essential license certificate for the shops - 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://mhrd.euniwizarde.com> 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: -

- i. Vendor's eligibility conditions (As per the format at Annexure-I)
- ii. All pages of the technical bid shall be numbered, indexed and the document shall be used as final for all purposes.
- iii. Tender Acceptance Letter signed by the bidder with the seal as per (Annexure-II)
- iv. 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:** (i) Rates are to be quoted as per Proforma for Financial Bid in Rupee/s

### **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 IIIT Dharwad as non-responsive.
- ii. The IIIT Dharwad 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 form. The bid without EMD is liable to be summarily rejected.
- ii. Without prejudice to any other right of IIIT Dharwad the Earnest Money Deposit may be forfeited by the IIIT Dharwad:
  - 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.
- iii. 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.

### **5. Performance Security**

After the award of the contract, the contractor has to deposit Rs. 4,00,000/- Security Money/performance security in the form of an account payee demand draft from any of the commercial bank in favour of Director IIIT Dharwad. 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**

The contract will be initially valid for a period of 1 year which will be extendable on a year to year basis up to 5 years' subject to satisfactory performance.

### **7. Acceptance/Termination of Bid**

The IIIT Dharwad 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 IIIT Dharwad's action.

### **8. Evaluation**

- i. IIIT Dharwad 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.
- ii. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to the detailed evaluation, IIIT Dharwad 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 IIIT Dharwad.

- iii. 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.
- iv. Though the evaluation will be based on the highest total amount quoted in the Financial Bid and will be considered for placement of offer. The contract will be awarded to the highest bidder.

#### **9. Award of Contract**

- i. The issue of a work order shall construe the intention of the IIIT Dharwad 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 IIIT Dharwad.

#### **10. 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 IIIT Dharwad 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 IIIT Dharwad may at its own discretion call for fresh bids.

#### **11. Relaxation/modification in the tender:**

IIIT Dharwad 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 IIIT Dharwad.
- 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.

#### **12. Termination of Contract, Vacant Possession Etc.**

- i. The IIIT Dharwad reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason, the decision of the IIIT Dharwad 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 two months' duration during the agreement period.
- ii. The contractor shall give two months' notice to the Licensor in case he/she intends to vacate the premises.
- iii. 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.
- iv. 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.
- v. 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.

- vi. 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.
- vii. If the contractor commits a breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.
- viii. 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.
- ix. If the vendor is found using single-use plastic/polythene. (As per the law enforce)

### **13. Downloading of Tender document:**

The tender document can be downloaded from the website <https://mhrd.euniwizarde.com> from 02/04/2022 to 22/04/2022 at 05.00 P.M and also from [www.iiitdwd.ac.in](http://www.iiitdwd.ac.in).

### **14. Non-participation of near relatives:**

Bidder should furnish an undertaking of the tender/bid document on non-judicial stamp paper of Rs.200 for Non - Participation of near Relatives of IIIT Dharwad Employees (Annexure-IX) in the tender called for Running of shops/stalls at IIIT Dharwad h-block.

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).

### **15. Statutory Obligations**

- i. The successful bidder/contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the shops/stalls 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 IIIT Dharwad 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 IIIT Dharwad indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which IIIT Dharwad 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. IIIT Dharwad 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. IIIT Dharwad will not be liable for any act or breach or omission by the contractor in regard 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, IIIT Dharwad 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 IIIT Dharwad. 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 behaviour.

- 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 IIIT Dharwad.
- 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 IIIT Dharwad.

#### **16. Resolutions of Disputes**

The allotment is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.



## SECTION 2 - TERMS AND CONDITIONS

1. The Firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shops and stalls.
2. In case of non-eviction of shops/stalls after a permitted period, the IIIT Dharwad may take a decision to charge a double license fee from the Allottee with the initiation of legal action as per the PP Act.
3. 10% of license fees shall be 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.
4. If licensee vacates the shop/stall before the permitted period/one year, the security money will be forfeited.
5. 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/stall would be allotted at the discretion of the IIIT Dharwad.
6. The contract will be initially valid for a period of 1 year which will be extendable on a year to year basis up to a maximum of 5 years', subject to satisfactory performance.
7. The validity of the Bid Security shall be for a period of 180 days.
8. The successful bidder shall within 07 days of issue order, give his acceptance, sign the contract with the IIIT Dharwad along with performance security of Rs. 4,00,000/- in the form of an Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank in an acceptable form, in favour of Director, IIIT Dharwad, payable at Dharwad. 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.
9. The licensee will not be permitted to authorize any sub-contractor or any other firm to run the shop/stall allotted to him/her.
10. That the licensee will be granted a letter of agreement to carry out the above work in the IIIT Dharwad initially for a period of 1 year beginning and extendable for a maximum period of five years' subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the IIIT Dharwad.
11. The licensee shall be in-touch with Accounts Section on a regular basis and will also maintain his own register for attending any complaints/suggestions from residents/customers.
12. The IIIT Dharwad reserves the right to terminate the license by giving one months' notice.
13. The allotment is made as per the Public Premises Act. The dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
14. 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://mhrd.euniwizarde.com> 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.
15. Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

16. The tender document can be downloaded from Central Public Procurement Portal Website <https://mhrd.euniwizarde.com> and [www.iiitdwd.ac.in](http://www.iiitdwd.ac.in). Bid submission will be started from and will be closed on 22/04/2022 at 05.00 PM
17. Online technical bids will be opened at scheduled date and time.
18. The bidder would not be permitted to alter or modify their bids after the expiry of the deadline for receipt of Bids.
19. The conditional tender will not be accepted.
20. An optional tender will not be accepted. The firm should have to quote for only one Model/Shop. Options either in Model/Shop or in rates will not be accepted and the tender will be rejected straightway. In other words, one bidder can apply for only one shop.
21. The firm whose rates are accepted will have to deposit Rs.4,00,000/- Security Money/performance security in the form of an Account Payee Demand Draft from any of the Commercial Bank in an acceptable form in favour of Director IIIT Dharwad, payable at Dharwad before the work order get 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.
22. 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.
23. 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.
24. IIIT Dharwad reserves the right to relax any terms and condition in the govt. IIIT Dharwad interest with the approval of the Competent Authority.
25. The Tender Committee reserves the right to reject any tender or all tenders without assigning any reasons thereof.
26. 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.
27. 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.
28. 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.
29. 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 IIIT Dharwad as well as action for blacklisting can also be taken prior to taking any legal action.
30. 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.
31. 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.

32. This will be only a License Agreement and the Licensee has no right on the land of the licensed premises.
33. The Licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of IIIT Dharwad.
34. 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.
35. 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. The employees must be vaccinated.
36. The timing of the shops/stalls in the h-block of IIIT Dharwad will be 10 AM TO 10 PM. The Licensed premises shall not be used for residential purposes.
37. 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.
38. 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.
39. 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.
40. 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.
41. Officials of the Licensor may, at any time, enter the licensed premises/ food outlet/ shop and monitor the quality of raw material, 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.
42. 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 IIIT Dharwad or any of the place or near the allotted shop/Outlets will not be allowed.
43. 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.
44. The Licensee shall not use any shamiana on the premises or occupy the area around the licensed premises in any manner.

45. 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 IIIT Dharwad 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.
46. The licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.
47. The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from IIIT Dharwad.
48. The use of the DG set is strictly prohibited. However, if power backup is required, it shall be through UPS mode only.
49. The successful bidder (shall be called as license holder on entering into the agreement) shall pay the monthly license fee in the Institute cash counter before the 5th day of every succeeding month. Failure to pay the license fee before the 5th day, interest at 18% per month shall have to be paid by the license holder.
50. On no account shall the payment of monthly license fee be delayed by more than three Months. In such a case, the Institute reserves the right to terminate the license agreement and adjust the amount payable by the license holder from the Security deposit.
51. The electricity consumption charges shall be paid by the license holder as per the sub-meter reading or as fixed by the Institute in the case of meter failure or no meter, within 10 days from the date of receipt of the bill from the Institute. Failure to the payment of electricity bill within 10 days, interest at 18% per month will be charged.
52. The water consumption charges shall be paid by the license holder at Rs.1000 per month (GST Extra) before the 5th day of every succeeding month if provided. Failure to the payment of water bill within a 10th day, interest at 18% per month will be charged.
53. No structural additions or alternations shall be made without the approval of the Institute.
54. The premises should be kept clean, tidy and should be maintained in good hygienic condition.
55. The license holder at his own cost shall install any extra fittings including water cooler with acquaguard other than that furnished by the Institute after obtaining prior approval from IIIT Dharwad.
56. The License holder shall run the Canteen and provide continuous service without any break in period.
57. The License holder shall give an acknowledgment for the materials handed over to him by the Institute. All such materials shall be returned in good condition to the Institute while vacating the canteen premises.
58. The License holder shall keep the premises in (inside and outside) good hygienic and clean condition. Disposal of wastage shall be the responsibility of the license holder. No wastage or foodstuff shall be allowed to flow in the sewage line. Nondisposal of wastage will be liable for termination of contract or imposition of penalty.
59. Rate list of items shall be displayed on the Canteen notice board.
60. Firewood or gas shall not be used as fuel in the Canteen.

61. No parties for the general public shall be arranged in the Canteen

## Annexure-I

### Eligibility conditions/Check List of Technical Bid Documents

Sl. No	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	A valid copy of Trade license/Shop Act license		
2.	Paid Earnest Money Deposit (EMD) (Online) for Rs.50,000/- NSIC/ MSME registration certificate (in case of bidders claiming exception of EMD while submitting a bid)		
3.	Valid FSSAI /AGMARK registration		
4.	Copy of the PAN either individual or firm.		
5.	Copy of Goods & Service Tax Registration certificate if any/applicable.		
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 2 (two) years. An undertaking is to be accepted for self-experience in the relevant field.		
8.	The annual turnover for Rs.5,00,000/- for the one year.		
9.	In the case of the Pharmacy and General Store License must be attached		
10	Annexure- I to X (Except Annexure - IV)		

**Annexure-II**

To,

The Registrar,  
IIIT Dharwad

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**

The Registrar  
IIIT Dharwad

Subject: Running of Canteen Service in the IIIT Dharwad h- block

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 hereby submitting the following documents.

Sl.		Page
No.	Particulars	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.200/- (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	
9.	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



**PROFORMA FOR FINANCIAL BID**

To,  
The Director  
IIIT Dharwad

Subject: Tender for Running of shops/stall in the Campus of IIIT Dharwad 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 Shop No..... at h block

Sr. No.	Description of Item & area (in Square Meter) of the shop	Location of Shops/Stalls	Minimum Reverse License fee by IIIT Dharwad Rs.	Offered License fee by Bidder for the shop to be filled up by bidder. (without GST) Rs.
1	Canteen (253.7sqm)	h-block	15000	

**Note: 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/stall would be allotted at the discretion of IIIT Dharwad.**

I/We undertake that if our bid is accepted we will run shop/stall 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. 4,00,000/- in the form of demand draft or Fixed Deposit Receipt (in original) in an acceptable form from any Nationalized/Commercial Bank in favour of **Director, IIIT Dharwad payable at Dharwad**. Performance Security shall remain valid for a period of 6 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 \_\_\_\_\_ 2022.

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

**Annexure-V**

**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 Shop applied for (shop no & location):**
7. Good Service Tax Registration No:
8. Telephones Nos.:
9. Residential Address:
10. Experience (Years):
10. Minimum annual turnover of Rs. 5,00,000/- for the last one year (supporting document to be enclosed).
11. Any Other Information/Documents which may help IIIT Dharwad, in assessing Tender's Capabilities for the award of contract

Signature of the Contractor

Name/Firm \_\_\_\_\_

Address \_\_\_\_\_

Photo of Bidder with  
Signature



**Annexure-VI**

**EXPERIENCE CERTIFICATE**

Certified that M/s.....has run/is  
running shop/stall for.....in this PSU/Government Department,  
satisfactorily for the period from.....to.....

Authorized signatory with Office Seal /Rubber  
Stamp

**Annexure-VII**

**An undertaking enclosed at Annexure of the tender/bid document on non-judicial stamp paper of Rs.200**

**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 IIIT Dharwad 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 Dharwad
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 IIIT Dharwad.
6. IIIT Dharwad 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

## **Annexure-VIII**

### **Compliance Statement Certificate**

I/we do hereby state that I am applying for Shop No.....  
at.....& 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:

**Annexure-IX**

**An undertaking enclosed at Annexure of the tender/bid document on non-judicial stamp paper of Rs.200**

**UNDERTAKING**

I/We hereby certify that none of my relatives as defined in the bid document is/are employed in

IIIT Dharwad. In the case at any stage, it is found that the information given by me/us is false/incorrect, IIIT Dharwad 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:

**Annexure-X****List of Annexure**

<b>Sl. No.</b>	<b>Annexure</b>	<b>Subject</b>	<b>Page No.</b>
1.	I	Eligibility Conditions/Check List of Technical Bid Documents	
2.	II	Acceptance letter	
3.	III	Proforma of Technical Bid	
4.	IV	Proforma of Financial Bid with undertaking	
5.	V	Agency Details	
6.	VI	Experience Certificate	
7.	VII	Undertaking as Per Annexure-VII On Non-Judicial Stamp Paper of Rs.200.	
8.	VIII	Compliance Statement Certificate Annex-VIII	
9.	IX	No Relation Certificate-Annex-IX	
10.	X	List of Annexure	



## **Procedure for Submission of E-Tender**

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com>

### **1. REGISTRATION PROCESS ON ONLINE PORTAL**

1. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrolment" as per portal norms.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
5. 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.

### **2. TENDER DOCUMENTS SEARCH**

1. Various built-in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
3. 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 Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
4. 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.

### **3. BID PREPARATION**

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.
3. 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 document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
4. 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 / PNG, etc. formats. Bid documents may be scanned with 100 dpi with black and white options.

#### **4. BID SUBMISSION**

1. Bidder to log into the site well in advance for bid submission so that he/she uploads 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 to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as "Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
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, which cannot be viewed by unauthorized persons until the time of bid opening.
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, 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. Kindly have all the relevant documents in a single PDF file of the compliance sheet.
10. **The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.**

#### **5. AMENDMENT OF BID DOCUMENT**

At any time prior to the deadline for submission of proposals, the institute reserves the right to add/modify/delete any portion of this document by the

issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

## **6. 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 e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **01149606060, 23710092, 23710091, Sanjeet Kumar Jha +91-8882495599, 9350530626, Gagan +91 8448288987, Vijay +91 8448288989, Ms. Ambika - 84482 88988, Ms. Vandana - 9844112043.**

## **7. INSTRUCTIONS TO THE BIDDERS**

1. **The process for Bid submission through the MHRD portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of the MHRD website (<https://mhrd.euniwizarde.com>). Steps are as follows  $\Rightarrow$  (Home page  $\Rightarrow$  Downloads Bidder Manuals).**
2. The tenders will be received online through portal <https://mhrd.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
3. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e-Submission of the bids online through the e-Wizard Portal for e-Procurement at <https://mhrd.euniwizarde.com>.
4. **The bidder has to "Request the tender" to the MHRD portal before the "Date for Request tender document", to participate in bid submission.**
8. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
9. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
10. No deviation to the technical and commercial terms & conditions are allowed.

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

## Annexure XI

### Approved items to be sold with Price List for Canteen including Taxes

A. Hot Beverages		Rate/Item
		(Rs.)
Tea in Cup (With/Without Sugar)	125 ml	Shall be fixed with institutes approval
Filter Coffee in Cup	125 ml	
(With/Without Sugar)		
Nes Café	125 ml	
Tea (tea bags With/Without Sugar)	125 ml	
Milk (without water)With sugar	200 ml (One full glass)	
Hot Bournvita	200 ml (Min 20 gm Bournvita+Milk without water)	
Hot Horlicks	200 ml (Min 20 gm Bournvita+Milk without water)	
Hot Chocolate Milk	200 ml (Min 20 gm Bournvita+Milk without water)	
Hot Boost Milk	200 ml (Min 20 gm Bournvita+Milk without water)	
B. Cold Beverages		Rate/Item
		(Rs.)
Lassi-Sweet	200 ml	Shall be fixed with institutes approval
Lassi-Salty	200 ml	
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
C. Fruit Juice		Rate/Item
		(Rs.)
Orange	200 ml	Shall be fixed with institutes approval
Mango	200 ml	
Grape	200 ml	
Apple	200 ml	

Mosambi	200 ml	Shall be fixed with institutes approval
Lemon	200 ml	
Water Melon	200 ml	
Carrot	200 ml	
	<b>D. Milk shakes</b>	<b>Rate/Item</b>
		<b>(Rs.)</b>
Apple Milk shakes	200 ml	Shall be fixed with institutes approval
Banana Milk shakes	200 ml	
Rose Milk Shake	200 ml	
Chocolate Milk Shake	200 ml	
Bournvita Milk Shake	200 ml	
Cold Coffee	200 ml	
Pomegranate Milk Shake	200 ml	
Chikoo Milk Shake	200 ml	
Mango Milk Shake	200 ml	
Badam Lassi Milk Shakes	200 ml	
Papaya Milk Shake	200 ml	
Pista Milk Shake	200 ml	
Mango Lassi Milk Shakes	200 ml	
Lichi Milk Shake	200 ml	
Oreo Milk Shake	200 ml	
Oreo Choco Milk Shake	200 ml	
Kaju Anjeer	200 ml	
Kaju Milk Shake	200 ml	
Dry Fruit Milk Shake	200 ml	
Kesar Royal Milk Shake	200 ml	
Kesar Pista Milk Shake	200 ml	
Vanila Milk Shake	200 ml	
Shamam Milk Shake	200 ml	
Strawberry Milk Shake	200 ml	
Kesar Falooda	200 ml	
Royal Falooda	200 ml	
	<b>E. Sandwiches</b>	<b>Rate/Item</b>
		<b>(Rs.)</b>
Veg Sandwich	Std Size	Shall be fixed with institutes approval
Aloo Sandwich	Std Size	
Veg grilled Sandwich	Std Size	

Aloo grilled Sandwich	Std Size	Shall be fixed with institutes approval
Bread Butter	2 slice medium size bread+ 10 gm Butter	
Samosa		
Veg Puffs		Shall be fixed with institutes approval
Egg Puffs		
Veg Roll		
Egg Roll		
Veg Patties		
Paneer Roll		
Pastries		
Cake		
Mineral Water		
Maggi		
Chats		
Other items with the approval of the institute		