



Indian Institute of Technology Jodhpur

**Tender for running Fixed Menu-rate Canteen Services at IIT Jodhpur
Campus**

**Bids to be submitted online (CPPP)
For
(Technical and Financial bid as per schedule of requirement)**

NIT No: IITJ/SPS/I/C/2026-27/Hostel/03 dated 23/06/ 2026

**Office of Stores & Purchase
IIT Jodhpur, Institute Building (East),
NH-62, Nagaur Road, Karwar,
Jodhpur-342030, Rajasthan
Phone: 0291 2801 101/ 1105, Email: sps@iitj.ac.in**

SCHEDULE

Name of Organization	Indian Institute of Technology Jodhpur
Open Tender Notice No. (NIT)	IITJ/SPS/I/C/2026-27/Hostel/03 dated 23 June 2026
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods)	Services
Type/Form of Contract (Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Services
Service Category	Tender for running Fixed Menu-rate Canteen Services at IIT Jodhpur Campus
Is Multi Currency Allowed	No
Date of Issue/Publishing	23/06/2026 (18:00 Hrs)
Document Download/Sale Start Date	23/06/2026 (18:00 Hrs)
Document Download/Sale End Date	14/07/2026 (16:00 Hrs)
Last Date and Time for Uploading of Bids	14/07/2026 (16:00 Hrs)
Date and Time of Opening of Technical Bids	15/07/2026 (16:00 Hrs)
Pre - Bid meeting Date & Time	30/06/2026 (11:00 Hrs)
Pre - Bid meeting place	Office of Estate, W-1 Berm, IIT Jodhpur
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days
Period of Service Contract	01 Year
EMD	Rs. 7,200/-
Address for Communication	Office of Stores & Purchase, Institute Building (East), IIT Jodhpur, NH-62, Nagaur Road, Karwar, Jodhpur-342030
Contact No.	0291-2801 101/ 0291-2801 105
Email Address for Correspondence	sps@iitj.ac.in

General Terms and Conditions

Indian Institute of Technology Jodhpur (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites online Bids in two-bid format for “**Tender for running Fixed Menu-rate Canteen Services at IIT Jodhpur Campus**” at the Institute as per the Food menu and Kitchen space area given in the Tender form. All offers should be made in English and should be written in both figures and words. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & Institute website <https://iitj.ac.in/Tenders> under Services. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director, IIT Jodhpur reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

1. Instructions for Online Bid Submission:

- 1.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender publishing on the CPP Portal.
- 1.2. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 1.3. Bidder will 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 document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.4. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format. All bids both Technical and Financial should be submitted in the e-Procurement portal.
- 1.5. Possession of a 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 <http://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 1.6. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

2. SEARCHING FOR TENDER DOCUMENTS

- 2.1. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.2. 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. PREPARATION OF BIDS

- 3.1. 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.2. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" are available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. SUBMISSION OF BIDS

- 4.1. Bidder should log into the site well in advance for bid submission so that he/she 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.
- 4.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3. The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.
- 4.4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.6. 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.
- 4.7. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. ASSISTANCE TO BIDDERS

- 5.1. 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.

- 5.2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787.

6. INSTRUCTION FOR Bidders:

- 6.1. Technical Bid should be submitted in PDF format.
- 6.2. Financial Bid should be submitted in .XLS Format.
- 6.3. **Kindly add scanned PDF of all relevant documents in a single PDF file like, compliance sheet, OEM/Principle Certificate etc.**
- 6.4. The technical and financial bids should be submitted online through portal <http://eprocure.gov.in/eprocure/app> in original.
- 6.5. Each bidder should be marked with the following reference on the top bids submitted online: **“Tender for running Fixed Menu-rate Canteen Services at IIT Jodhpur Campus”**.
- 6.6. The rates should be quoted in figures and words both.
- 6.7. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, IIT JODHPUR may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document. All prospective BIDDERS who have downloaded the bidding document may visit IIT JODHPUR website /<https://eprocure.gov.in/eprocure/app> for amendments /modifications which will be binding on them.
- 6.8. The technical offer **should not contain any price information**. Please do not insert ‘Financial Bid” (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.

7 Online Bid Prices:

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

I. Bid currencies

- a. The price shall be quoted in Indian Rupees only.

7.2 Terms of the Committee

- 7.2.1** On the due date the Technical bids will be opened and referred to the PFC which is duly constituted by the Director, IIT Jodhpur. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the PFC is the final and binding on all the parties. The PFC may visit the bidder's site to assess the capabilities to serve the tendered services as per the specifications.
- 7.2.2** The technical evaluation will be an assessment of the Technical Bid. IIT Jodhpur representatives will proceed through a detailed evaluation of the Technical Bids as defined in Schedule of requirements, specifications and allied technical details, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Jodhpur will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.
- 7.2.3** The PFC will examine all the Technical aspects of the bids received. Further, the PFC may seek additional information from the existing users at IIT Jodhpur or from other Institutes and also call for Technical presentations from the BIDDERS if it is required so.
- 7.2.4** The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the PFC.
- 7.2.5** After the technical evaluation is completed and approved, IIT Jodhpur shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection on e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
- 7.2.6** The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.
- 7.2.7** The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining users views with reference to the earlier supplies. This will enable the PFC to arrive at a fair recommendation in the interest of the organization.
- 7.4.3** In the event of seeking any clarification from various BIDDERS by IIT Jodhpur, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to provide a particular item mentioned in the fixed menu, it will be considered non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the quoted price during the clarification such bids also will not be considered for further evaluation.
- 7.5 Earnest Money Deposit (EMD):** The bidder will upload the Scanned copy of receipt of deposition of Earnest Money Deposit (EMD) of Rs. 7,200/- (Rupees Seven Thousand Two Hundred only) in favour of The Director, I.I.T. Jodhpur in

the form of Bank Guarantee, Fixed Deposit or Demand Draft of a scheduled bank in the name of Director, IIT Jodhpur valid for 180 days from the date of opening of the tender.

The EMD will be Refundable without interest. Bids without EMD shall not be considered. The bidder will upload scanned copy of the receipt of deposition of Earnest Money & will also submit an undertaking for submission of original EMD on firm's letter head duly sealed & signed by the authorized person of the firm. However, in addition to the above as per Rule 170 of GFR--- "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security), but the firm has to submit valid MSME registration documents for exemption in EMD.

8. INVITATION FOR TENDER OFFERS (Tender for running Fixed Menu-rate Canteen Services at IIT Jodhpur Campus)

The BIDDERS are requested to give detailed tender in two Bids i.e.

- a. **Part - I: Technical Bid**
- b. **Part - II: Financial Bid**

8.1 Technical Bid: Bidder should submit the following documents duly signed, stamped on company's letter-head in technical bid.

- a. **Pre-qualification/Compliance sheet** (along with all required documentary evidence in support)
- b. **All Annexures**
- c. **Acceptance of all terms and conditions of the tender document**

8.2 Envelope 2: "Commercial Bid" Format:

<u>Work</u>	<u>Reserve Price</u>	<u>Unit Price in INR</u>
License Fee for kitchen area (578.51 sq. ft. Approx.)	Rs. 30,000.00 GST @ 18% will be charged separately.	To be quoted by the bidder in .xls format in commercial bid on CPP portal only.

***Providing/Indication of the financial quote for License Fee in technical bid envelope, will be summarily rejected.**

Bidders have to quote strictly above the reserve price only.

8.3 EVALUATION CRITERIA: Evaluation of the Technical bid will be based on the strictly compliance of the documents mentioned in **Envelope No.1 (Technical bid envelope)**.

8.3.1 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:

- (i) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- (ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

8.3.2 BID EVALUATION:

Based on results of the Technical evaluation IIT Jodhpur evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

- I. Conditional offers will be summarily rejected.
- II. After arriving at the final pricing of individual offers of all the short listed firms, the firm quoting **Highest License Fee** will be awarded with Contract/Work Order.

8.4 AWARD OF CONTRACT

Award Criteria

IIT JODHPUR shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the **Highest(H1) evaluated financial bid**.

If more than one BIDDER happens to quote the same highest price and sample of both bidders are technically approved, IIT JODHPUR reserves the right to award the contract to any BIDDER.

8.5 The Director, IIT Jodhpur reserves the right to accept the offer in full or in parts or reject summarily or partly.

8.6 **Resolution of complaint and imposition of penalty:** Decision in relation to imposition of any penalty or any other matter / Resolution / Interpretation of any clauses of tender/work/contract order of **Director, IIT Jodhpur** is final and binding on all parties.

SCOPE OF WORK

Details of “Tender for running Fixed Menu-rate Canteen Services at IIT Jodhpur Campus” are as mentioned below: -

1. General Overview of the service: -

IIT JODHPUR invites bids through CPP portal for the requirement of running the **Institute canteen service in Dining Hall at IIT Jodhpur** to the entire satisfaction of the user and Institute authorities which shall include the following:-

(a) **Running an efficient canteen** at IIT Jodhpur campus during designated time slots for the inmates as per a pre-decided list of items and rates fixed / approved by the IITJodhpur authorities (**Annexure - II**). Also, only approved items at designated rates are required to be sold/served at the canteen. The **timings of the canteen** are strictly to be followed. It may be noted that, the timings may change as per the Institute routine. Tentative timings are as given below: -

Sl. No	Timings
(a)	12:00 AM to 12:00 PM (12 hrs)

(b) *Total Canteen space : 1895 (Sq. ft.) approx. (kitchen area 578.51 Sq. ft., Common Area 383.92 Sq. ft. and Sitting area 932.63 Sq. ft).*

(c) Bidder have to quote only for **License Fee of kitchen area space**.

(d) The maintenance, cleanliness, upkeep and hygiene including periodic pest control and debugging of the canteen compound around the **Shop/Establishment** space/ Cart will be the sole responsibility of the licensee and the licensee shall ensure cleanliness by deputing adequate staff for the purpose. Cleaning of the canteen and its surroundings (complete serving area, adjacent toilet, and drinking water cooler area, stairs area) will be the sole responsibility of the Licensee. The highest possible standards of hygiene are expected. Violations attract financial penalties as laid out vide this document. The workers will always maintain a clean appearance including **wearing uniform**, use of clean hand gloves, headgear and necessary accessories while working. Licensee should make all necessary arrangements towards this effect. The licensee shall at all times provide for Upkeep and Waste management and ensure garbage is disposed-off promptly and properly. Whitewashing/ painting of the space provided will be done by the licensee once in a year at own cost. The Licensee will Ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times. Ensure that all electrical wiring, power outlets and gadgets are used and maintained

properly, for guarding against short circuits/fires. The licensee shall at all times adhere to the condition stipulated at the above mentioned agreement/license deed and work order. Non-compliance will attract imposing of penalty up to Rs. 10,000/ - on each occasion. The licensee shall be responsible for any mishappening due to poor food products quality including pecuniary damages pertaining to claims arising due to food-poisoning etc.

(e) The Licensee shall ensure **separate preparation & distribution** of vegetarian and non- vegetarian items.

(f) The Licensee shall carry out **regular medical check-ups** (as directed by the institute authorities) for all manpower deployed at the Institute at their own cost, to ensure the medical fitness of all such manpower while at Canteen operations.

(g) The Licensee will make all necessary arrangements for **accommodating and transporting all manpower** deployed by him to ensure the timely operation of the canteen. The institute will have no obligation in this regard whatsoever.

(h) The Licensee will ensure the **upkeep of infrastructure** (as the case may be) provided to him by the institute. Minor repair & maintenance works of the canteen/equipment will be carried out by the Licensee at his own cost.

(i) The Licensee will be solely responsible for the general **discipline and conduct of his staff** at the Institute at all time. It may be noted that only verified individuals through Police verification on submission of such document will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation financial penalty will be levied on the Licensee as deemed fit by the Institute.

(j) The Licensee will pay **towards the following as per tabulated below:**

Particulars	Monthly Charges excluding GST
Electricity charges	As per actual consumption
License Fee of the Kitchen area (578.51 sq. ft. Approx.)	Bidder have to provide the quote in financial bid
Water charges	As per actual consumption

(k) The successful Licensee will be required to provide a refundable interest free **Performance Bank Guarantee/Security Deposit of Rs. _____ (Five Times of License Fee)**. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is

further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days.. This Bank Guarantee should be from a scheduled/ nationalized bank, and will be held against in default in performance and violations of terms and conditions. *The BUYER will forfeit the security deposit if BIDDER fails to execute the order as per the Work/Contract Order.*

(l) The contract will have an option to extend the contract **with the terms & conditions of the present contract or mutually agreeable terms & conditions by both the parties**, for a period of one year on acceptance of the Licensee. This will be applicable within the currency and six months after the expiry of the contract. It will be entirely the discretion of the Buyer to exercise this option or not. The extension may be granted with upto $\pm 5\%$ rates of menu items after satisfactory performance.

(m) Packing charges and nature of packing material to be decided in consultation with the Monitoring committee of the Institute. **Single-use plastic is strictly prohibited in campus.**

2. Infrastructural and equipment related terms: -

(a) Major civil and electrical works at the canteen site will be attended by IIT Jodhpur. Minor repair works are the responsibility of the Licensee.

(b) The Licensee has to make all necessary arrangements to run the canteen successfully at the campus. To enhance the aesthetic of the canteen (design interiors / placing wallpapers) to be done by the Licensee at their own expense in consultation and approval of the Institute. The serving facility will be vetted by the IIT Jodhpur authorities for their quality and fitness before use. Upkeep of all items provided by IIT Jodhpur will be the sole responsibility of the Licensee.

(c) Security of licensed premises, equipment, fittings, and fixtures, furniture etc. is the responsibility of the Licensee. Any damage to the Institute's Infrastructure by the Licensee's team or caused due to their neglect will be repaired or replaced at the Licensee's cost and shall attract a penalty (**Annexure - III**). The institute will provide the dining arrangement (chairs and table) in the serving area. The Licensee should arrange the cooking gas.

(d) The Licensee needs to arrange serving desks and all equipment, furniture, and Utensils as required for running the canteen in an efficient way. It is the responsibility of the Licensee to maintain/replace the aforesaid items. Use of any heavy-duty electrical equipment needs permission from the Institute. The Licensee needs to provide a list of equipment that will be used and their technical leaflet (if any).

3. Terms related to Cleanliness and Hygiene: -

(a) IIT Jodhpur is a total tobacco-free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco products such as bidi, cigarettes, chewing tobacco in any form, gutkha, masala, pan, etc. Further consumption of alcohol and narcotics inside the campus/ working in an intoxicated condition is strictly prohibited. Violation will attract heavy penalties and suitable action as per applicable norms. A random check of the quality of food, hygiene, and the manpower utilized will be done by a committee without any advance notice.

4. Daily functioning of the Canteen: -

- (a) A list of items along with **Fixed rates** is placed in “**Annexure - II**”. The rates have been fixed by IIT Jodhpur’s Competent Authority and the **quote for License Fee** should be submitted taking that as a reference.
- (b) The Licensee will ensure a functional canteen on all days. In the process, it is expected that the Licensee will ensure the highest standards of taste, health, service, aesthetics, layout, professionalism, hygiene, and cleanliness to the utmost satisfaction of Institute authorities.
- (c) Every fortnight the Licensee needs to deep clean in the canteen and kitchen premises. **(Half day closing is allowed .i.e Monday first Half, with the due approval of the Competent Authority)**
- (d) The Licensee shall use the raw material only of the brand approved by the institute (**Annexure - IV**). In case of the requirement of using any other (raw material) items under special circumstances, prior approval from the competent authority shall be taken. The duly constituted committee may randomly inspect the procured items/materials/raw materials to check quality and approved brand.
- (e) All the items should be served as per the pre-defined quantity mentioned in the tender (**Annexure - II**).

5. Minimum eligibility Criteria

IIT Jodhpur has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid. (Following documents to be provided as single PDF file).

Pre-qualification / Compliance sheet:

(To be submitted duly signed, stamped in technical bid envelope)

S. no.	Criterion	Documents to be provided	Submitted (Yes/ No)
1.	The Licensee shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be) Attached on PAGE NO. - _____	
2.	Licensee's shall provide bank account details, GST registration number and Permanent Account Number (PAN No.)	Cancelled Cheque/Bank Passbook copy, Attested copy of PAN, Attested copy of Goods & Service Tax registration certificate. Attached on PAGE NO. - _____	
3.	The Licensee has to be profitable and should not have incurred loss in any of the last 4 consecutive Financial Years (FY 2021-22, 2022-23, 2023-24 & 2024-25)	To be certified & validated by Chartered Accountant (CA) of the Licensee's organization with name of CA, registration number, signature and stamp. Attached on PAGE NO. - _____	
4.	The Licensee is required to submit valid central license of his firm for running canteen / mess obtained under FSSAI act 2006 along-with his technical bid.	Valid Central license for running Canteen (as per FSSAI act 2006) (Through out the tenure of the contract at the Institute). Attached on PAGE NO. - _____	

5.	Average Financial Turn-Over (Gross)- (The bidder's average annual financial gross turnover in catering services during the last three financial years, i.e. 2022-23, 2023-24 & 2024-25, duly audited by the CA should not be less than Rs. 50 L.	To be certified & validated by Chartered Accountant (CA) of the Licensee's organization with name of CA, registration number, signature and stamp. Attached on PAGE NO. - _____	
6.	The bidder or any of its partners/directors etc. should not have been black listed/ debarred/ involved in any moral or litigation case pending or convicted by a court or appointed authority to enforce any FSSAI Act/ labour laws or regulations for a period of 2 years till the date of submission.	An affidavit to that effect on non-judicial stamp paper of Rs.100/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached at Annexure - VII Attached on PAGE NO. - _____	
7.	Work experience of running annual canteen service to at least Four (4) Government clients/ PSU/ Public Sector Companies / Central; and State/ Educational Institutes/CFTIs.	Copies of Purchase Order and Work Completion Certificate from the client Attached on PAGE NO. - _____	
8.	Earnest Money Deposit.	Scanned copy of EMD and it is required to submit the same in original in a sealed envelope at the following address on or before closing date: Officer-In-charge (Stores & Purchase), Office of Stores & Purchase, Institute Building (East), NH-62, Nagaur Road, Karwar, Jodhpur-342030, Rajasthan, Phone: 0291 2801 105, Email: sps@iitj.ac.in / In case of exemption from submission of Bid security, proof of registration with competent authority in relevant category only. Attached on PAGE NO. - _____	

9. The bidder shall provide a declaration on its letter head for agreeing to provide all the items mentioned in the fixed menu as per Annexure-VI	Attached on PAGE NO. - _____	
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Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

Note: -

1. **Any firm/Licensee not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.**

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Jodhpur and acquaint themselves with the nature and quantum of work involved before submitting the bids at their own cost respectively.
2. Subletting in any form is not allowed. During the transaction with outside vendors for procuring raw material, services; the firm should take the bill in his own name. Same may need to be provided to the institute on demand for the verification of the material procured, service hired. In no circumstances institute name to be used.
3. The successful Licensee shall provide a computer-generated GST bill in the name of the firm only.

4. Conditions of licensing

- i. The Licensee shall abide by the conditions of License **Deed** executed between the Licensee and the Licensor during the period of license. The Estate Officer, IIT Jodhpur reserves the right to serve notices to the Licensee for non-observance of any condition of the License-deed and can recommend the CELC for termination of license of the licensee.
- ii. That the licensee(s) shall be licensed the said premises equipment, installations, fittings and fixtures provided, if any, on 'As is where is' basis and the licensee shall not make any additions/ alterations in the licensed space installations installed if any, including electric installations and wiring without the prior permission of the licensor in writing. The necessary light and fan points shall be arranged by the licensee at his own cost.
- iii. The Licensee during the license period, permanently or temporarily, shall not share / franchise or sublet to anybody else and shall not be allowed to take any person to share the premises or in partnership without the prior written permission of the licensor, nor shall he be entitled to allow any person to occupy the licensed premises or to use any part thereof without the permission in writing from the licensor.
- iv. Eating Service outlets cannot add/ delete any menu/service items or increase the price of *food*/ service items without prior approval of the CELC. In case of eateries, the premises shall not be used as cloud kitchen to serve the customers outside the institute.

5. Contract Implementation.

- (a) Sub-contracting of the work will not be allowed.
- (b) Working hours will be 8 hours per day for the workmen excluding the break period. The timings and the break period will be indicated by the authorized rep. of the institute.
- (c) **Contractor will provide the telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.**
- (d) The Licensee will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If the need arises, the institute will recover such amount from the Licensee to effect payment to the affected person(s).
- (e) The Licensee shall be solely liable to compensate the victim of any major accident, or multiple food poisoning arising

due to mishandling of the equipment and poor hygiene and quality of food. Further, any legal cases that arise due to this including Medical Legal Case has to be dealt with by the Licensee at his own cost. Institute will have no liability in this regard.

6. **Termination of Contract.**

- (a) The institute reserves the right to terminate the contract at any time without assigning any reason.
- (b) The contract can be terminated with two months' notice on either side.
- (c) In case the Licensee fails to respond to the instructions given by IIT Jodhpur authorities even after 48 hours, the contract may be summarily terminated by IIT Jodhpur without any notice.
- (d) In case of violation of any of the terms and conditions under this contract by the Licensee, IIT Jodhpur shall terminate the contract and the security deposit of the Licensee shall be forfeited to the extent of loss, damage, penalty against such violation. In case the loss, damage, etc., suffered by IIT Jodhpur is over and above the quantum of the amount of security deposit, IIT Jodhpur shall have the right to recover the balance amount by lawful means.
- (e) In case of any default in remittance of statutory dues like EPF, ESI and GST by the Licensee or non-compliance of provisions under the Labour Act, the contract is liable to be terminated.
- (f) In case of any loss suffered by IIT Jodhpur due to gross negligence and dereliction of duty by the manpower deployed by the Licensee, the Licensee shall take action forthwith and make good such loss incurred by IIT Jodhpur. Besides, the Licensee shall terminate such manpower and take remedial measures to avoid recurrences. A report on the action taken by the Licensee shall be submitted to IIT Jodhpur authorities within a week. Failure to adhere to the above, necessary action shall be taken against the Licensee.
- (g) The successful agency / firm / company will have to deposit a **refundable interest free Performance Bank Guarantee of Rupees (Five Times of License Fee)** at the time of award of work. This Bank Guarantee should be from a scheduled/nationalized bank in the form of Performance Bank Guarantee (PBG) in favour of Director, IIT Jodhpur. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the

period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days.

- (h) Deductions shall also be made from the Licensee's performance security during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.
- (i) The Licensee defaults in payment of license fee for two (02) consecutive months or three times in a calendar year, the Security Deposit shall be liable to be forfeited by the Institute;
- (j) The Licensee fails to do the business in the licensed space for a period of (30) thirty days (for which the license is granted) for whatsoever reasons, non-payment of Security Deposit and enter into an Agreement in the stipulated period;
- (k) The Licensee fails to comply with formalities like payment of Security Deposit, execution of Agreement;
- (l) If the Licensee is found doing business in the Shop other than the stipulated in the deed of license
- (m) The licensee sublet the premises to any other person or agency

7. **Safety & Insurance.**

- (a) The Licensee shall follow safety procedures in all respects.
- (b) The Licensee will adhere to safe working practices and will take all safety measures necessary for the safety of his workmen. He will remain responsible for the safety of his engaged persons. The Licensee should provide all necessary safety instructions, and personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The Licensee will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-ups of appropriate medical authorities identified by IIT Jodhpur. Unfit personnel will not be deployed by the Licensee. The expenditure on this effect will be paid by the Licensee.
- (d) The Licensee shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him

while on duty.

8. Security

- (a) The Licensee and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the Licensee at the time of placement of the supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
- (b) The security office will maintain a register for the Licensee's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be.
- (c) The Licensee shall be bound by all security procedures followed at IIT Jodhpur and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at other random places and timings. Any breach/violation of security regulations in the work premises by any of the Licensee's persons shall be Licensee's responsibility.
- (d) The Licensee will be responsible for the good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute, and replaced with a new person.
- (e) The institute reserves the right to disallow any or all of the Licensee's men from being deployed inside the institute campus without assigning any reason.
- (f) In the event of any damage to the property of the institute or the life of its employees and/or their dependents the Licensee shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by an authorized representative(s) of the institute and shall be recoverable from the Licensee at market value out of his PBG. Further, if the damages so caused, exceed the amount of Security Deposit, the Licensee shall pay such amounts as assessed by the CELC/Competent Authority, failing which the license shall be terminated. In such event, the *Institute* shall

have right to take possession of the premises by putting its own lock and key to the said premises and by keeping the items of the licensee in public auction. The Institute will claim the damages through adjustment from the proceeds. Furthermore, in case of any damages exceeding the above recoveries, the licensee shall pay the damages or the institute shall have a rightful claim of legal action against the licensee.

9. Statutory Obligations

- (a) The Licensee shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
- (i) Contract Labour (Regulation and Abolition) Act 1970
 - (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
 - (iii) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (iv) Minimum Wages Act 1948
 - (v) Minimum Wages (Central) Rules 1950
 - (vi) Employees' Compensation Act 1923
 - (vii) The E.P.F. and Miscellaneous Provisions Act 1952
 - (viii) Employees State Insurance Act 1948
 - (ix) The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Licensee shall be borne by the Licensee himself.
- (i) The Licensee shall maintain up-to-date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work. The authorized representative shall be entitled to inspect these records at any time.
 - (ii) If a bidding firm/Licensee is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

(c) **Indemnity Clause.** The licensee shall comply with all prevailing Labor Laws/ Municipal Laws & Statutory requirement of other Central/ State Government Organizations. In case of non-adherence of any laws/ regulations of the statutory bodies, the Licensee will be fully responsible for the consequences arising out of non-adherence. Institute will not be party, nor it will help the Licensee where a govt. agency or its official is visiting the premises in connection with the discharge of his duties. Any dispute arising out of the same shall be the responsibility of the Licensee and the Govt. Agency. The Institute in no way will be responsible for the same. The licensee is an independent entity and the licensee's employees deployed at the space shall not be deemed for any purpose to be the employee, agent, servant or representative of the licensor. The licensee and/or its employees shall not raise any claim monetary or otherwise upon the licensor if the present license is terminated due to any reason whatsoever.

10. General

- (a) The persons employed by the Licensee, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Licensee for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of the supply order forfeiting the security deposit.
- (b) If any employee of the Licensee is found to have committed misconduct or misbehavior, the institute at its sole discretion, may direct the Licensee to remove such employee and the Licensee shall remove such employee(s) without questioning the decision of the institute. Any claim by such workmen shall be fully discharged by the Licensee.
- (c) The personnel deployed by the Licensee will not become members of any trade union of the Institute. If the personnel employed by the Licensee indulge in union activities that affect the service obligation of the Licensee or the safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.

- (d) Further, the personnel deployed by the Licensee shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with the Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and the contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the Licensee shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by the Institute.
- (f) No housing/accommodation will be provided by the institute to the personnel deployed by the Licensee unless otherwise specifically provided in the contract.
- (g) If any employee of the Licensee is found to have committed misconduct or misbehavior, the institute at its sole discretion, may direct the Licensee to remove such employee, and the Licensee shall remove such employee(s) without questioning the decision of the institute. Any claim by such workmen shall be fully paid by the Licensee.
- (h) **Payment of Rent:**

- (a) License fee or other dues shall be paid by the Licensee in advance on 1st of every month and a grace period of 5 days will be given beyond which penalty will be imposed. Corresponding bills will be raised by Estate Office, IIT Jodhpur and shall be paid to the Institute Revenue Account using online portal. Late payment of License fee will attract penalties and other penal interests @ 20% of the monthly license fee and interest of 18% per annum of amount due computed on monthly basis.

CELC reserves the right to discontinue the license of any commercial establishment for non- payment of amount due for a period more than 2 months by the licensee.

- (b) Pay all the taxes levied by the Central Government and the State Government within the due dates. The Institute shall not be liable for any penalties arising from non-payment of these taxes or default therein. Any default or non-payment of taxes to statutory authorities shall result in termination of the license and vacation of the premises;

(i) Conduct with Customers

The *Licensee* shall ensure that:

- a) The licensee will have to display in the Shop/Establishment a list of the prices of food & beverage items / refreshments/services being sold as approved by CELC. The agreed price structure shall be mentioned in an Annexure to the agreement. The prices of all items whose Maximum Retail Price (MRP) is prescribed shall not exceed the MRP. The prices can be changed only after due approval from the Institute.
- b) The Licensee shall maintain a complaint/ suggestion book at its shop to enable the recording of complaint/ suggestions, if any. The CELC will verify the selling price of the items from time to time.
- c) The licensee shall make appropriate arrangements from own expenses for managing the entire customer service and feedback operations and invest in technology to streamline the operations.
- d) The Shop staff are expected to be well mannered and in proper uniform/ dress;
- e) The customer satisfaction is of utmost importance;
- f) Reasonability of prices of items/services; failing which, suitable action will be taken by the *Institute*;
- g) To provide bills to all the customers;
- h) Home delivery service at no extra cost within the campus;
- i) As far as possible all the materials to be sold are packed and of standard/ reputed brand;
- j) Benefits of all schemes announced by the companies to be passed on to the community; and
- k) Any credit extended by the Licensee will be its own responsibility and the Institute will not be responsible for the credit extended under any circumstances.

(j) Prohibitions

The *Licensee* shall, under no circumstances:

- (a) Sell any intoxicating products or allow consumption thereof by any person in the food court area provided to him.
- (b) Sell any items prohibited by the Institute or by the Government or any law enforcing agencies. The Licensee shall adhere to the code of conduct laid down by the Institute from time to time. Failing which, the Agreement can be terminated at any point

of time without assigning any reasons, including violation of contractual obligations.

- (c) Use of polythene covers. All the shopkeepers shall submit an undertaking for not using polythene covers which are banned by the State/Central Governments or any other agency.
- (d) Employ any child laborer for servicing as per Law;
- (e) Exhibit or permit any advertisement in the shop, except the name and style of his/her business, and the cutout/poster/hoarding should not be obscene;
- (f) Hold promotional events or stalls for introducing new products outside the shop. If possible, the same may be held within the shop with prior permission of the competent authority.
- (g) Sell any outer space of the shop for advertising by way of paintings, posters, etc. without due approval of the Licensor.

(k) Code of Conduct:

- (a) Any case of misbehavior, assault on any person/employee of the Institute, or any act or comment tarnishing the image of the Institute by the Licensee or his representatives/workers will lead to imposition of penalty or termination of the contract, duly forfeiting the Security Deposit.
- (b) The Licensee shall employ only those persons at the space whose character has been verified. For the purpose, Police Verification shall be carried out by the Firm for all employees working under their establishment and proper information shall be provided to the Institute about the number of persons working under their firm, and their Police Verification should be submitted to the Office of Security. If there is any change in the employees working under their firm, proper information shall be provided to the Office of Security of the Institute along with the relevant documents. No personnel facing any criminal case or convicted by any criminal court shall be deployed at the space.
- (c) GST Registration is mandatory for the firm, if applicable.
- (d) Entry passes issued by the Institute should be carried by all persons of the Licensee working in their

premises within the Institute.

- (e) Institute will not be responsible for the security and safety (including medical emergencies) of any person working under the Firm or for any item misplaced in the shop; it shall be the responsibility of the Licensee.

(l) Routine Working

The *Licensee* shall abide by the following:

- (a) The operation of the shop's timings shall be as per directions of the Institute;
- (b) The Institute shall have the right to assess the quality, market price, and reasonableness of the products and services;
- (c) To carry out only the business specified in the Agreement and for which the license has been issued;
- (d) Perform the business by confining operations to the shop/establishment within the space as mentioned in the Agreement or as recorded in the Deed of License. There shall be no encroachment beyond the licensed space by the Licensee under any circumstances; non-compliance will attract appropriate penalty as decided by the Institute.
- (e) On the expiry of the period of the license or on its termination, as the case may be, the Licensee shall deliver vacant possession of the premises in intact condition to the Institute at 17:00 hrs. on the last day of the Agreement; failing which, the Institute shall have the right to take possession of the premises by putting its own lock and key to the said premises. The articles, if any, left by the Licensee shall be disposed of through public auction by the Institute, and the proceeds of such auction shall be adjusted towards the arrears of license fee, etc., and the balance, if any, shall be refunded to the Licensee.
- (f) That the Licensee shall use the shop/establishment space solely for providing items/services as per the Agreement to the consumers, and the space shall not be used for any other purpose whatsoever.
- (g) The allocated space to the Licensee may be relocated as per the requirements of the Institute. During the Agreement period, the Institute shall be at liberty to alter, modify, add, or delete any condition(s) of the

Agreement in the interest of the Institute.

(m) Penalty Provisions

If the *Licensee* fails to execute the license for the terms mutually agreed and enter in the *Agreement/* contract between the *Institute* and the *Licensee* to satisfaction of the *Institute*, the *Institute* has the right to take the following actions

- (1) Imposition of fine for breach of contract by Authorized Officer of the *Institute*;
- (2) Forfeiture of *Security Deposit* either partly or fully;
- (3) Termination of license by giving one month's notice; and/ or
- (4) Termination of contract with due notice and simultaneous forfeiture of *Security Deposit*.
- (5) If the Licensee is found to have sublet the premises to any other person or agency, the Competent Authority shall have the right to forfeit the security deposit and may also impose a penalty of ₹25,000.
- (6) *In compelling circumstances, the Institute reserves the right to close the establishments with immediate effect.*

The *Institute* reserves the right to inspect, from time to time, the quality of the service and products provided by the *Licensee*. The Committee will have right to see the quality, market price, and reasonability of the items. If the *Institute* or the Committee is of the opinion that the products or service is not up to the satisfaction of the *Institute*, a penalty shall be imposed depending on the situation and severity of the case. Further, for non-compliance of other Terms & Conditions as specified in this Agreement, indiscipline and unsatisfactory operation, the Institute shall levy a penalty of up to Rs. 2,00,000/-.

In the event of any statutory authorities imposes any punishment or fines etc. on the licensee, and if the *Institute* is made a party in such penal action, the *Institute* will have the authority to keep *Security Deposit* etc. with it until it is proved to the satisfaction of the *Institute* that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.

The *Licensee* shall be solely responsible for any consequence arising due to Non-compliance of any guidelines of the concerned statutory authority and the *Institute* shall be in no way responsible for the same.

- (n) The Licensee shall set up the shop/establishment as per the requirements. The entire cost for setting up of the shop shall be borne by the Licensee. The Licensee shall obtain approval of the plan for setting up of the shop/establishment from the Licensor before commencing the work. No civil or electrical structural modification shall be carried out in the allocated shop without prior approval of the Institute authorities. Any approved modifications shall be carried out by the Licensee at his own cost.

- (o) That the Licensee or its employees shall exercise all possible care and diligence while selling food & beverage items/refreshments from the space and shall endeavor to provide fresh and hygienic goods, and safeguard and protect the reputation of the Licensor. Old/stale/expired items (i.e., beyond the expiry date) shall not be sold at any point of time.
- (p) That all undesirable goods, articles, and exhibits put up by the Licensee in the Shop/Establishment, as per the opinion of the Licensor, are liable to be removed forthwith.
- (q) No accommodation shall be provided for any employee of the Licensee in the Institute, and they will not be allowed to stay in the Institute after the closing time of the shop. The closing time of the shop(s) will be 10:00 PM and for food outlets the closing time shall be 12:00 AM. However, the Medical Shops are allowed to open 24 hours.
- (r) The Licensor will not be responsible for any loss and/or damage caused to the Licensee due to fire, burglary, or natural calamities. Further, the Licensor shall also not be responsible for any injury to the personnel engaged by the Licensee. The Licensor shall have the right to ask for the removal of any person of the Licensee who is not considered to be competent and orderly in the discharge of his duties.
- (s) That the Licensor shall have the right at all reasonable times to enter upon and inspect the licensed space to check whether the terms and conditions of this License Deed are being complied with by the Licensee

11. Arbitration: Except as otherwise provided elsewhere in the contract, if any dispute, difference, question, or disagreement on any matter whatsoever, shall, before/ after completion or abandonment of work or during the extended period, hereafter arise between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to proceed de-novo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves. The venue of arbitration shall invariably be at Jodhpur and the language to be used in English only. All disputes shall be subject to Jodhpur Jurisdiction only. Subject as aforesaid the

provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

In the event of any dispute or difference(s) between the vendee IIT Jodhpur and the Licensee(s) arising out of non-compliance of services or services found not being in accordance with specifications or any other cause whatsoever relating to the delivery of services before or after the service has been executed, shall be referred to the concerned authority of IIT Jodhpur. If the Licensee is not satisfied, he may approach the concerned Dining-In-Charge and if not he may approach to Director of the Institute and finally to the arbitrator appointed by the Director under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.

12. Encroachment Removal and Eviction

12.1 Encroachment Removal

- a) The Commercial Establishments / Shops / Premises will confine their operations within the licensed space (area). They shall be charged License Fee as per the licensed area. Any use of area beyond licensing will be considered as “Encroachment” and shall be dealt accordingly.
- b) If at any time, after the licensing of space (during the operations), it is found that the licensee has encroached onto the extra area, the Licensee is liable to be penalized by levying a penalty (at the minimum rate of 1.5 times the monthly license fees computed on daily basis for the duration of encroachment) along with the removal of encroachment. The concerned Commercial Establishment / Licensee shall abide by the decision of Estate Office. It will also depend on the extent of encroachment done by the licensee/ licensee. If the Licensee is habituated for encroachment, liable for termination by serving a notice.

12.2 Eviction

The proceedings for eviction, if found necessary to be initiated, against a Licensee / Commercial Establishment / Firm for non-observance of licensing rules and subsequent non-compliance to the notices from Estate Office, shall be initiated by the CELC.

13. Dispute Redressal

- (a) In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the Institute shall be final and binding on the Licensee;

- (b) In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the Institute shall be final and binding on the Licensee. In case of any dispute arising between the parties, the same must be resolved amicably. In case the dispute is not resolved through amicable means, the decision of Director, IIT Jodhpur shall be final.
- (c) All legal proceedings shall be under the jurisdiction of Honorable *High Court of Rajasthan, Jodhpur*.

14. **Force Majeure.**

Neither the IIT Jodhpur nor the Licensee shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.

15. **Acceptance of Terms & Conditions:**

Bidders must confirm the acceptance of all the terms and conditions of this tender document. Any non-acceptance or deviations from the terms and conditions must be clearly mentioned. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this NIQ may render the quotation liable for rejection. IITJ does not bind itself to accept the conditional tender and reserves the right to reject any or all tenders.

Note: The Director, IIT Jodhpur reserves the right to accept/reject any or all tenders.

DETAILS ABOUT THE LICENSEE/COMPANY

1.	Name and address of applicant *	
2.	Telephone No./Fax No./emailaddress	
3.	Legal status (Attach copies of original document defining the legal status). a) One Person Company b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particulars of registration with registrar of companies ESI, EPF, Goods & Service Tax etc. (Attach attested photocopies) a) Registration Number b) Place of Registration	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	

*** Complete details of clients of the tenderers must be enclosed with the Technical bid. Clients' addresses, name(s) of contact person(s) with phone numbers must be listed in the enclosure. The Committee may carry out surprise visits to establishments/facilities serviced currently by the tenderers for verification.**

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

Approved List of Fixed Menu-rate

Item	Subitems	Portion Or Size (L/S)	Rate (Rs.)
Beverages	Tea	100 ML	15
	Coffee	100 ML	17
	Hot Milk	200 ML	25
	Haldi Milk	200 ML	25
	Bournvita Milk	200 ML	35
	Cold Coffee	200 ML	35
Egg Items	Boiled Egg	1pc	12
	Masala Boiled Egg	1pc	15
	Omlette	2 Eggs	40
	Bread Omlette	2 Eggs	50
	Egg Bhurji	2 Eggs	45
	Half Fry Egg	2 Egg	45
Parantha	Egg Paratha	8 - 10 Inch + 2 Eggs	45
	Aloo Parantha	8 - 10 Inch	25
	Paneer Parantha	8 - 10 Inch	50
	Mix Parantha	8 - 10 Inch	45
	Aaloo Pyaz Parantha	9 - 10 Inch	30
	Paneer Pyaz Parantha	10 - 11 Inch	55
Sandwich	Paneer Cheese Sandwich	2 Breads + 1 cheese Slice	45
	Veg Sandwich	2 Breads	35
	Paneer Sandwich	2 Breads	45
	Veg Cheese Sandwich	2 Breads+ 1 slice Cheese	50
	Egg Cheese Sandwich	2 Breads + 1 egg	55
	Egg Sandwich	2 Breads + 1 egg	45
Frankie	Aloo Frankie	1 Pcs	35
	Veg Frankie	1 Pcs	35
	Veg Cheese Frankie	1 Pcs	45
	Paneer Frankie	1 Pcs	50
	Paneer Cheese Frankie	1 Pcs	60
	Chicken Frankie	1 Pcs	80

Burger	Aaloo Tikki Burger	Standard Size	45
	Veg Cheese Burger	Standard Size + 1cheese Slice	55
	Veg Burger	Standard Size	45
	Double Tikki Burger	Standard Size	50
Roti/Naan	Plain Naan	1pc,Std Size	20
	Butter Naan	1pc, Std Size	25
	Garlic Naan	1pc,Std Size	40
	Tawa Chapati	1pc, Std Size	10
	Tawa Chapati Butter	1pc, Std Size	13
	Butter Tandoori Roti	1pc, Std Size	20
Fried Rice	Egg Fried Rice	200 G	60
	Veg Fried Rice	200 G	50
Rolls	Egg Roll (2 Eggs)	Standard Size	50
	Spring Roll	1 pc	45
	Paneer Roll	1 Pc	60
Maggie	Egg Maggie	15 Rs Pct + 1egg	50
	Plain Maggi	1pct	35
	Veg Maggi	1pct	45
	Veg Schezwan Maggi	1pct	50
Noodles	Veg Noodles	200 G	50
	Egg Noodles	200 G	60
Pasta	Red Sauce Pasta	200g	75
	White Sauce Pasta	200g	75
Chicken Starters	Roasted Chicken	200 G (3 Pcs)	125
	Chicken Lollipop	200 G (3 Pcs)	120
	Chilly Chicken	4pc	135
Veg Starters	Paneer Chilly	150 G	75
	Paneer Tikka	150 G	110
Biryani	Chicken Biryani	200 G	110
	Egg Biryani	200 G	70

	Veg Biryani	200 G	50
Soup	Tomato Soup	150 ML	30
	Manchow Soup	150 ML	35
Veg Main Course	Mutter Paneer	150 G	80
	Paneer Butter Masala	150 G	80
	Kadai Paneer	150 G	80
	Paneer Labalab	150 G	90
	Shahi Paneer	150 G	80
	Handi Paneer	150 G	90
	Mix Veg	200 G	100
	Sev Tomato	200 G	70
	Channa Masala	150 G	65
	Rajma Masala	150 G	65
	Aloo Mutter	150 G	50
Special Dal Tadka	150 G	60	
Non-Veg Main Course	Butter Chicken	200 G (2 Pcs)	120
	Kadai Chicken	200 G (2 Pcs)	120
	Chicken Curry	200 G (2 Pcs)	110
	Punjabi Chicken	200 G (2 Pcs)	110
	Egg Curry	2 Eggs	70
	Mutton Curry	200 G	170
Cold Drinks/Juices/Ice-Creams	Cold Drinks	Various Flavours On MRP-	--
	Bvr Mousami Juice	200 ML	45
	Bvr Orange Juice	200 ML	45
	Bvr Pomegranate Juice	200 ML	60
	Bvr Pineapple Shake	200 ML	50
	Bvr Mango Shake	200 ML	45
	Bvr Badam Shake	200 ML	55
Ice Creams	Various Flavours- On MRP	--	
Dosa	Plain Dosa	1piece With Sambhar + Nariyal & Red Chutney	50
	Masala Dosa	1piece With Sambhar + Nariyal & Red Chutney	60

	Paneer Dosa	1piece With Sambhar + Nariyal & Red Chutney	75
Indian Specials	Samosa	Standard Size	15
	Uttapam	1 piece With Sambhar + Nariyal & Red Chutney	45
	Idli	2 Piece With Sambhar + Nariyal & Red Chutney	45
	Pav Bhaji	3 Pav + 150 Gm Bhaji	60
	Chole Bhature	1 Plate	65
	French Fries	125 Gm	50
	Honey Chilly Potato	150 Gm	60
	Paneer Patties	1 Pc	35
	Aloo Patties	1 pc	25
	Curd	200 Gm	30
	Lassi	200 ML	40

Note:

1. The above-mentioned menu items rates are inclusive of applicable GST / Taxes.
2. For Packed/ Tin Packed Beverage Products(Cold Drinks), The Institute has A Right To Restrict/Allow Specific Products, The Vendor Need To Follow The Same.
3. Addition/Deletion of any item/product requires prior approval of the Institute's competent authority.
4. The quantity of serving items may vary in the acceptable range of $\pm 5\%$.
5. I accept to provide the following items/products during the contract period at the above mentioned fixed rates. I am also aware that any violation to item rate, quantity, quality or non-availability of any product/item at any point of time may attract suitable penalties/action as per the contract/work order.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

Annexure - III

(The penalty will be added to monthly rental bill) payable by the Licensee in case of violation/s. Failing of paying the penalty may lead to the termination of the Contract

<u>Violation</u>	<u>Penalty per complaint</u>
Violation of any other tender terms and conditions not mentioned below.	Rs.5,000/-
Cockroaches, flies, insect etc., in items	Rs.10,000/-
Usage of spoiled/stale food ingredients eg: rotten Vegetables, infected grains, expired items.	Rs.10,000/-
Poor maintenance/tampering with institute property	Rs.5,000/-
Presence of unwanted items in food: Harmful items like blade, glass, metal wires, nails, pieces of plastics etc.	Rs.10,000/-
Three or more complaints related to cleanliness in a day/week	Rs.5,000/-
Certain item was not cooked properly / overcooked / extra spicy / extra oily	Rs.5,000/-
Food poisoning	Forfeiture of PBG and cancellation of contract
Non adherence to the timings mentioned in the tender	Rs.5,000/-
Changes in listed items without permission of IIT Jodhpur	Rs.5,000/-
If the quality of items is not found to be appropriate, or it is diluted.	Rs.5,000/-
Inappropriate personal hygiene of workers	Rs.5,000/-
Failure to maintain a proper health checkup of the workers	Rs.10,000/-
Using / storing brands not mentioned in the contract without prior permission	Rs.5,000/-
Non-compliance with workers dress Code / Uniform	Rs.5,000/-
Use of spurious brands, goods or accessories in preparation / presentation	Rs.10,000/-
Damage to Institute infrastructure	Rs.5,000/-
Possession or consumption of Tobacco items as mentioned in RFP	Rs.5,000/-

List of Permissible brands

<u>Item</u>	<u>Brand</u>
Salt	Tata, Annapurna, Nature fresh, Ashirvaad, Saffola, Captain cook, Patanjali
Spices	M.D.H. Masala, Knorr, Catch, Everest, Mothers, Nilons, MTR, Priya, Patanjali,
Ketchup	Maggi, Kissan, Heinz, Del Monte, Surabhi, Sam's, Ching, Patanjali
Oil (Sunflower)- Refined	Sundrop, Godrej, Saffola, Fortune, Nature Fresh, Dhara, Patanjali <u>use of Hydrogenated (vanaspati) oil is strictly prohibited</u>
Pickle	Mother's, Priya, Tops, Nilon's, MTR, Bedekar
Atta/ Maida	Ashirvaad, Pillsbury, Annapurna, Samrat, Nature fresh, Patanjali, Shakti, Bhog
Instant Noodles	Maggi, Top Ramen, Yippee, Ching's secret, Patanjali
Flavoured drinks	Rasna, Roohafza, Mapro, Patanjali
Papad	Lijjat, Ganesh, Shreeji, Ramdev, Mothers
Butter	Amul, Mother dairy, Govardhan, Britannia, Kwalitiy, Warana (use of margarine or any other butter substitutes are prohibited)
Bread	Modern, Kwalitiy, Wibs, Britannia, Bonn, Harvest Gold, 15AD
Cornflakes	Kellogg's, Patanjali, Nestle, Bagrry's, Kwalitiy's
Cornflakes flavoured	Kellogg's, Patanjali, Nestle, Bagrry's, Kwalitiy's
Jam	Kissan, Tops, Cremica, Mapro, Druk, Maggi, Surabhi, Mother's
Ghee	Amul, Mother Dairy, Britannia, Gits, Nestle, Everyday, Dynamix, Vadilal, Warana
Shrikhand	Amul, Warana, Chitale

Frozen yogurt	Mother dairy, Amul,
Cow Milk (Half Cream/non toned)	Amul, Mother Dairy, Govardhan, Warana, Kwality
Paneer	Amul, Mother Dairy, Warana, Gowardhan
Tea	Brooke bond, Lipton, Tata, Tetley, Godrej
Coffee	Nescafe, Bru, Tata, MR
Ice Cream	Amul, Mother Dairy, Kwality wall's, Natural's, Havmor, Vadilal, Patanjali. Dinshaw's, Cream bell
Soya	Nutrela, Fortune, Safola
Frozen Peas	Safal (offseason), Al kabeer, Vadilal
Cheese	Amul, Mother Dairy, Britannia, Warna, Govardhan
Kolum Rice	Royal, Donur, Kohinoor, India gate
Basmati Rice for special rice	Every-day, Daawat
Custard Powder	Brown & Polson, Weikfield, Pillsbury, Kwality
Sauce (Chilli , Garlic , Soya, Manchurian, Tomato)	Chings, Heinz, Maggi, Kissan , Sam's, Cremica, Tops
Toor Dal / Masoor Dal / Urad Dal / Chana Dal	Tata, India gate, MTR Packed materials from Metro / D mart / Big Bazaar / Big basket
Sugar	Madhur, Mantra, Satyam, MTR Packed materials from Metro / D mart / Big Bazaar / Big basket
Corn flour / Rava	Satyam Packed materials from Metro / D mart / Big Bazaar / Big basket

- All the vegetables/Dairy Products & non-veg items Chicken/Mutton/Eggs should be of high quality.
- The use of **monosodium glutamate (Ajinomoto)** is strictly prohibited. **Coloring agents known to cause health effects** are strictly prohibited from use, only FSSAI approved coloring agent will be allowed. Any items prohibited under the tender agreement should not be kept in the hostel mess or premise.

**DETAILS OF CONTRACTS EXECUTED UNDER GOVT.
ORGANIZATION/DEPARTMENT.**

1. **Details of Previous contracts** (List of Government Organizations for whom the Bidder has undertaken such work during last three years (**must be supported with work orders/work completion report** issued by the Service Recipient/User))

Period of Contract		Name & Address of Organization and Type of Contract Undertaken	Number of manpower deployed	Number of Persons serviced	Value of Contract (annual) and Other details	Completion certificate, if any along with rating/remark for performance *
From	To					

2. Give details of current contracts/shops being run, if any, of similar nature being rendered by you and which will be open for inspection by our Committee

Period of Contract		Name & Address of Organization	Type of Contract Undertaken	Number of Persons serviced	Value of Contract (annual) and Other details
From	To				

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

TENDER ACCEPTANCE LETTER
(To be given by the bidder on Company Letter Head)

Date: _____

Subject: Acceptance of Terms & Conditions of the Tender.

Tender Reference No: _____.

Name of Tender:

_____.

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work/Services'.
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents(including all documents like annexure(s),Scope of work etc.), we shall abide hereby by the terms / conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this tender acceptance letter.
4. I/We hereby unconditionally accept the tender terms and conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that our firm has not been blacklisted / debarred / terminated / banned by any Govt. Department / Public Sector Undertaking.
6. I/We certify that all information furnished by me / our firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

DECLARATION REGARDING BLACKLISTING/DEBARRING

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non-judicial Stamp paper by the bidder)

I / We Manufacture / Partner(s)/ Authorized Distributor /agent of M/s.....hereby declare that the firm/company namely M/s..... has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government Tenders in India.

Or

I / We Manufacture / Partner(s)/ Authorized Distributor / agent of M/s.....hereby declare that the Firm/company namely M/s..... was blacklisted or debarred by Union / State Government or any Organization from taking part in Government Tenders for a period of years w.e.f. to The period is over on and now the firm/company is entitled to take part in Government Tenders .

In case the above information found false I/We are fully aware that the Tender / Contract will be rejected/cancelled by Director, IIT Jodhpur, and EMD/ Performance Security shall be forfeited.

In addition to the above Director, IIT Jodhpur will not be responsible for paying the bills for any completed/ partially completed work.

DEPONENT

Attested

(Public Notary / Executive Magistrate)

Name _____

Address _____