

**NOTICE INVITING TENDER (NIT) FOR STUDENTS AMENITIES CENTRE AT THE
NILA CAMPUS, IIT PALAKKAD**

Tender No. IITPKD/ADMN/SHA/2023-24

Date/Time of Publication: 20-12-2022
Date/Time of Closing: 09-01-2023 1400 Hrs

**Indian Institute of Technology
Palakkad Ahalia Integrated
Campus, Kozhipara,
Palakkad – 678 557.**

1. GENERAL

The Indian Institute of Technology Palakkad (IITPKD) invites Sealed Bids under Two-Bid System from reputed agencies who are experienced in providing various services at the Students Amenities Centre.

Scope: Running a Canteen, Photocopying Facility and General Store at its transit campus called Nila Campus at Kanjikode West, Pudussery, Palakkad, complying fully to modern food safety norms and social distancing, etc. as described in the following sections. The maximum strength of the students, faculty and staff is about 450. A coffee vending machine and Chaat stall is also envisaged in the facility. The time of Operation of the Canteen is from 07.00 am to 12.00 midnight on all days.

COMPOSITION OF THE TENDER DOCUMENT

The Tender Document comprises of:

- I. Instructions to the bidders including terms and conditions
- II. Tender Form (Annexure-I)
- III. Evaluation Pattern of the Pre-qualification Bid (Annexure-II)
- IV. IIT PKD Price List (Annexure-III)
- V. Check List for Pre-qualification Bid (Annexure-IV)
- VI. Undertaking (Annexure-V)
- VII. Format of Bank Guarantee for Bid Security (EMD) (Annexure-VI)
- VIII. Format of Bank Guarantee for Performance Security (Annexure-VII)
- IX. Financial Bid (Annexure-VIII)

1. LANGUAGE/FORMAT/SIGNING OF THE BID

1.1. The terms Agency, Bidder or Contractor refers to the bidder itself and the terms may be used interchangeably.

1.2. The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the Tender Document or submission of a tender not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.

1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

1.4. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and IITPKD shall be in English and the Contract shall be construed and interpreted in accordance with that language. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence and communications, shall bear the costs and risks of such translation.

1.5. The documents comprising the bid shall be typed or written in indelible ink and all the pages shall be signed by the bidder or a person or persons authorized by the bidder. All the pages of the bid shall be numbered and except for unamendable printed, shall be signed by the person or persons authorized.

1.6. The bid shall not contain any internalizations, erasures, overwriting, except to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections with date.

2. The bids should be submitted ONLY through online mode at <https://mhrd.euniwizarde.com/> The bids will be opened by the duly constituted Committee, through online mode. The pre-qualification bids will be opened and examined by a duly constituted Committee, which will decide the suitability of the bid as per the specifications and requirements of IITPKD. Only those who

qualify in the evaluation of pre-qualification bids, will be graduated to the opening of financial bids. In case of any holiday or unforeseen closure of the institute on the scheduled day of opening of the bids, the bids will be opened on the next working day at the same time, but the deadline for submission of bids remains the same as indicated above.

3. The responsibility of submission of the bids through ONLINE mode on or before the last date shall rest with the bidder. The institute will hold no responsibility for the non-receipt of the bids or for the bids received after the date/time specified. Any bid received by IITPKD after the bid submission deadline prescribed by IITPKD, shall be rejected outrightly.

3.1. The timeline for the NIT is as mentioned below:

S. No.	Events	Date and Time	Venue
1	Publishing of the Tender Document	20-12-2022	-
2	Last date for submission of bids	09-01-2023	-

3.2. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offense under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.

3.3. Each bidder shall submit only one bid, either by himself or as a partner in a joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids (of both the individual and the partnership/consortium/joint venture) are liable to be rejected.

3.4. The bidder shall bear all costs associated with the preparation and submission of his bid and the IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

4. The bidder shall make a copy of the Tender Document before submitting the same to the concerned office. No requests will be entertained for making a copy after the submission of the document.

4.1. The bidders shall quote for all the services of the Amenities Centre. Such of those bids, which are quoted for selective services among the specified ones, shall be rejected outright.

For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify IITPKD through the ONLINE Portal ONLY. Any such clarification, together with all details on which the clarification had been sought, will be published in the ONLINE Portal ONLY.

4.2. Except for any such written clarification by the Institute, which is expressly stated to be an addendum to the bid document issued by the Dean-Students, IIT Palakkad, no written or oral communication, presentation or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.

4.3. The agency shall also be responsible for the insurance of its personnel deployed in the Amenities Centre. The agency shall specifically ensure compliance of the Laws/Acts in vogue pertaining to their business and their re-enactments/amendments/modifications from time to time.

4.4. There should be no case pending with the police against the proprietor/partners/agency with respect to this type of service.

4.5. The contractor shall note that during Summer and Winter vacations most of the students will be out of campus. During this period the users of this service will be very limited. Hence, the amenity center can be operated with limited facilities during such times.

4.6. The blood/close relatives/dependents of the IIT employees, cousins staying with them in Institute quarters/outside are not eligible for allotment of any commercial establishments at IITPKD.

4.7. The Contractor shall use only the space earmarked for the Amenities Centre without any major alterations (i.e. painting/electrical wiring/casing/partition etc.) unless prior permission has been taken from the Institute.

- 4.8. The Inspection of the Amenities Centre shall be conducted by a team of experts/officials appointed by the Registrar/Competent Authority of IITPKD on a routine basis. All damages/breakages etc. noticed by this team/official shall be set right by the contractor within ten days of inspection, failing which IITPKD will carry out repairs/renovation works and debit the cost to the contractor and in case of non-payment, same shall be adjusted from the security deposit.
- 4.9. The Contractor shall not sell expired/substandard material.
- 4.10. The contractor is responsible for maintaining cleanliness in the allotted area at all times. All wastes generated should be collected in separate bins (to be kept by agency). Waste disposal shall be managed by the contractor. Housekeeping of the Amenities Centre shall be done by the contractor at his own cost. If cleaning of the premises is not satisfactory, it will lead to punitive actions as decided by the Amenity centre committee and will be deducted from the security deposit.
- 4.11. Food Hygiene Inspections will be done on random basis by a duly constituted Amenity Centre Committee of IITPKD or any designated authority of the institute, who may check/inspect the quality/quantity, standards of food, preparation, service, health, hygiene etc. from time to time. They may take appropriate action as deemed fit which shall be binding on the Contractor and reject such preparations, which are not considered wholesome or hygienic without any compensation.
- 4.12. The Amenity Centre Committee shall monitor the performance of the contractor in running the Students' Amenity Centre. All recommendations/decisions of the Amenity centre committee will be notified to the Vendor which should be strictly complied with. Non-compliance with menu and serving unhygienic food can result in monetary penalty/termination of contract.
- 4.13. Any change from the approved list of food items/services or absence of any approved food items/services without prior written permission from the Amenity centre committee will lead to punitive actions as decided by the Amenity centre committee and will be deducted from the security deposit.
- 4.14. Caterer should maintain a complaint and suggestion register and every complaint should be responded to by taking corrective measures in consultation with the Amenity centre committee.
- 4.15. Food cooked by the Vendor should not be taken out to be served in other places outside the campus. There can be prior orders by any department/students council/centres/offices of IITPKD to serve food inside the campus during official meetings/conferences/workshops/seminars. Such requests must be served at the same quoted price without any extra service or delivery charges.
- 4.16. The bidder should provide the food items & beverages in the right size /quantity/ quality at the specific timings and at the rates prescribed. Rate and quantity of all items/services as approved by IITPKD and as per the agreement shall be displayed visibly at the payment counters.
- 4.17. In addition to the listed items, there may be requirements of additional or extra items to be served as proposed by the customers at any time. These items are extra and rates of the same shall be approved by the Amenity centre committee before serving to the diners by the contractor. No other items shall be served to the diners without approval of the Amenity centre committee at any time.
- 4.18. Payment shall be accepted both in cash and digital/cashless way (card/online/digital wallets). There should be facilities for making aforementioned digital/cashless payments installed by the vendor and there should not be any additional charges for such payments other than specified by Govt. of India or Reserve Bank of India.
- 4.19. The contractors are encouraged to conduct their own independent survey, assessment, analysis and check the reliability, accuracy, feasibility and completeness before submission of their interest/proposal.
- 4.20. Contractor should adhere to all the safety guidelines and norms in running the Amenities Centre.
- 4.21. The contractor shall pay the fixed monthly rent of **Rs. 5,000/-** for the allotted space to IITPKD, which will be revised after one year.
- 4.22. The Contractor shall pay the monthly charges through NEFT/RTGS in favour of Registrar, IIT Palakkad in the Institute's Account and submit the receipt of payment to the Nodal Officer latest by 5th of every Month.
- 4.23. The monthly Electricity and Water charges shall be charged based on actual meter reading and their charges will be as per the actual as levied to IITPKD for that month from KSEB/ KWB. The receipt of the payment shall be provided to the Nodal Officer.

- 4.24. The contractor shall bring their own cooking and serving utensils and arrange for washing of the same at their own cost.
- 4.25. The dining tables have to be properly cleaned immediately and maintained with high standards after serving food items.
- 4.26. The bidder shall bring his own racks and other required items for stocking materials in the Amenities Centre.
- 4.27. The Contractor should provide a sufficient number of cooks, suppliers, other servants, photocopy/printing staff, general stores staff for efficient services and would be liable for their misbehavior, misconduct or any other act of disobedience. The list of staff employed at the Amenity Centre shall be communicated from time to time to the Amenities Centre committee. It would be important to treat everyone who avails of the canteen equally well. Impolite exchanges will be condemned on the part of the manager as well as staff who man the canteen, and are penalizable.
- 4.28. Smoking, consumption/distribution of alcohol, use of pan and gutka or any other banned or restricted substances by the Contractor or the employees of the Contractor is strictly prohibited in the institute premises.
- 4.29. The General Stores shall cater to the essential items such as mobile and computer accessories (such as LAN wires), daily care products such as soap, paste, tooth brush, sanitary napkins, shampoos, moisturizer, etc, stationery items, calculators, cosmetic items, bandages, ointments, pain-killers, first-aid, etc. No items in the General Stores shall be sold at rates more than MRP. The items should neither be of very expensive brands nor shall be of cheap brands such that it can be affordable by all. The Amenity Centre committee can ask the contractor to replace the brands of the general store items if the already selling ones are found to be of substandard quality.
- 4.30. The bidder shall have the necessary resources such as photocopying machine, laptop/PC, internet facilities etc for the Amenities Centre and the Institute will not provide any such resources. The contractor is responsible for the maintenance of his belongings.
- 4.31. The bidder should be able to provide coffee vending machines as well as a chaat counter along with the canteen services.
- 4.32. In addition to the menu prescribed here, may sell/introduce other food items in the amenity center as per the demand of the students/staff/faculty.
- 4.33. If there is any damage to any property of IITPKD or any payment dues to IITPKD or any demand from any authority of IITPKD regarding dues payable by the contractor, IITPKD shall be empowered to recover the dues from the security deposit.
- 4.34. The contractor shall hand over the allotted space along with infrastructure, if any, in original condition to IITPKD, on termination or expiry of the contract.
- 4.35. The contractor shall carry out only the specified/approved activities and shall not carry any unspecified/illegal activities in contravention with the lease conditions/prescribed laws. If the contractor indulges in carrying out any unapproved activities, IITPKD reserves the right to terminate the agreement without any written notice.
- 4.36. Selling of alcohol, tobacco products is strictly banned/prohibited.
- 4.37. If the performance of the contractor is found to be unsatisfactory in running the students' amenity centre irrespective of written warning notice, IITPKD can terminate the contract without any further notice.
- 4.38. The contractor should be able to give proper bills to the customers. The food served to the customers should be on a first-come first-serve basis depending on a token system generated at the time of payment of the bill.

AMENDMENTS IN THE TENDER DOCUMENT

At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).

Amendments will be intimated ONLINE ONLY through the e-wizard portal and the bidders shall ensure that the amendments are carried out in the bid before submission. The amendments will not be published in any other mode. **Bidders should regularly visit the e-wizard portal to keep themselves updated.**

No extension in the bid due date/ time shall be considered on account of delay in receipt of any document.

5. DOCUMENTS COMPRISING THE BID

5.1. The Pre-qualification and Commercial Bids shall be submitted only ONLINE through the e-wizard portal mentioned as Cover One and Cover Two respectively. Bids submitted in any mode other than ONLINE will be rejected outright.

5.2. The bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs.20,000/- (Rupees Twenty Thousand Only) through Online Mode only**

5.2.1. Bids not accompanied by the EMD shall be rejected/disqualified.

5.2.2. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest by the 30th day after the award of the contract.

5.2.3. EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.

5.2.4. EMD shall be forfeited, if the bidder withdraws his bid during the period of validity of the tender.

5.2.5. EMD shall be forfeited, if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

5.3. Documents establishing conformity of the terms and conditions of the Tender Document shall be provided along with the bid.

5.4. Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.

5.5. Agencies/Bidders, who are bidding for this NIT shall,

(i). Essentially have an experience of **at least two years** in Food Business Operation and preferably in any one/more of the other services (Photocopying/General Stores). Necessary and valid supporting documents shall be provided by the bidder, without which the claim made shall not be considered by the institute. The bidder should also possess a valid FSSAI certificate for his existing business.

(ii). Have **Annual Turnover of Rs.5 Lakh during the last two financial years** (2020-21, 2021-22). The bidder shall enclose the audited statements of the indicated financial years, which should have been certified by a Chartered Accountant.

(iii). Submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium/Joint Venture.

(iv). Nominate/authorize one of the members of the Partnership/Consortium/Joint Venture to be in charge and this nomination/authorization shall be covered in the power of attorney signed by the legally authorized signatories of all the members of the Partnership/Consortium/Joint Venture.

(v). Submit the complete details of the ownership and control. If the Bidder is a Partnership/Consortium/Joint Venture, complete details of ownership and control of each member thereof shall be provided.

(vi). Submit copies of all the documents required, duly self-attested, along with pre-qualification bid of the tender.

(vii). Confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Institute subsequently finds to the contrary, the Institute reserves the right to declare the bidder as non-compliant and declare any contract if already awarded to the bidder to be null and void.

(viii) **Furnish the copy of Tender Document and addenda, if any, thereto, marked “Original” with each page signed and stamped to acknowledge acceptance of the terms and conditions of the tender.**

6. CURRENCY OF BID AND PAYMENT

6.1. The Bidder shall submit the price bid/offer in Indian Rupees (INR) and payments under this contract will be made in Indian Rupees only.

7. DURATION OF CONTRACT

7.1. The contract shall be initially for a period of one year (from the date of commencement), which may be extended for a further period of one year based on the satisfactory performance/annual review, at the same terms and conditions of the contract including the rates on mutual consent.

7.2. On expiry of contract term, the bidder shall vacate the premises immediately. However, the existing operator may bid afresh, if not prohibited otherwise due to unsatisfactory performance.

8. PERIOD OF VALIDITY OF THE BIDS

8.1. The bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission.

9. LATE AND DELAYED BIDS

9.1. The Institute may, at its discretion, extend the deadline for submission of bids, in which case all rights and obligations of the Institute and the Bidder will be the same.

9.2. Any bid received after the deadline for submission of bids, as stipulated above, shall not be considered

10. BID OPENING AND EVALUATION

10.1. Prior to the detailed evaluation, IITPKD will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations.

10.2. If a bid is not substantially responsive, it shall be rejected by IITPKD and cannot subsequently be made responsive by the Bidder by correction of the non-conformity.

10.3. IITPKD determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

10.4. The pre-qualification criteria will be evaluated as per the methodology given in the **Annexure-II** of the Tender Document.

10.5. The Price bids of only those bidders, who have been successful in the pre-qualification parameters, will be considered/evaluated for the award of Work/Contract.

10.6. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, *the unit or subtotal price shall prevail*, and the total price shall be corrected. If there is a discrepancy between words and figures, *the amount in words shall prevail*. If a Bidder does not accept the correction of errors, the bid will be rejected and its EMD may be forfeited.

10.7. IITPKD may waive off any minor nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

11. CLARIFICATION IN THE BIDS

11.1. During the bid evaluation, IITPKD may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1. The Bidder may modify or withdraw the bid after submission, prior to the deadline prescribed for bid submission, through e-wizard only

12.2. A Bidder wishing to withdraw the bid, prior to the deadline prescribed for bid submission, can do so only through e-wizard.

12.3. No bid can be modified after the deadline for submission of Bids.

12.4. No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

13. IIT PALAKKAD's RIGHT TO ACCEPT/REJECT/MODIFY ANY OR ALL BIDS

13.1. IITPKD, is not bound to accept the lowest or any bid and may at any time, by notice, terminate the entire tendering process, without assigning any reason.

13.2. IITPKD, may terminate the contract, if it is found that the agency is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

13.3. IITPKD, may reject the bids in the event they are accepted, but the successful bidder fails to furnish the Performance Security or fails to execute the Contract Agreement.

13.4. IITPKD reserves the right to accept/reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

13.5. IITPKD reserves the right to negotiate with the Bidder having the Lowest Quote. The bidders may be called for a discussion by the Committee. Based on the discussion, the Committee will decide to consider for the award of contract. Date and time of discussion (only for the qualified / short listed parties based on the bid) shall be announced / communicated to the qualified / shortlisted parties only, through email.

14. AWARD OF CONTRACT

14.1. The institute will award the contract to the successful bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document. The contract will not be awarded on piece-meal and will be awarded only to a single bidder, who would be able to run all the facilities in the Amenities Centre.

14.2. The contractor shall commence the operations of the Amenities Centre within Ten Days of issue of the Work Order.

14.3. The successful bidder will be required to execute a Contract Agreement within 30 days from the date of issue of Letter of Intent/Work Order, failing which the Letter of Intent/Work Order issued shall be treated as cancelled.

14.4. Copy of Work Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

14.5. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of Letter of Intent/Work Order for **Rs.20,000/-** in the form of an Account Payee DD/Fixed Deposit Receipt/Bank Guarantee from a nationalised bank in an appropriate format (**Annexure-VII**) in favour of **Indian Institute of Technology Palakkad payable at Palakkad**. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

14.6. The Performance Security shall automatically become null and void once all the obligations of the agency under the contract have been fulfilled, including, but not limited to, any obligations during the period of contract and any extensions to the period. The Performance Security shall be returned to the agency under contract not later than fifteen (15) days after its expiration.

14.7. Failure of the successful Bidder to comply with the above requirements shall constitute enough grounds for the annulment of the award and forfeiture of the EMD, in which event IITPKD may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

14.8. The Contract can be terminated (during the period of Contract) with a notice of 30 days by either party. In case of any breach, IITPKD will cancel the contract without any notice.

14.9. Any other condition found necessary by IITPKD shall be included after mutual discussion, in the contract agreement. All the terms and conditions of the tender document shall be the part of the contract agreement.

15. PENALTIES

15.1. If the Contractor omits or fails to pay the monthly charges on time, penalty shall be charged accordingly as under:

No.	Terms and Conditions for Payment	Penalty
(i)	If the agency pays the bill after 10 th day of its issuance or within 20 days (i.e. during 11 th day of its issuance till 20 th day of its issuance).	10 % of total monthly bill.
(ii)	If the agency pays the bill after 20 th day of its issuance or within 30 days (i.e. during 21 st day of its issuance till 30 th day of its issuance).	20% of total monthly bill.
(iii)	If the agency pays the bill after 30 th day of its issuance.	30% of total monthly bill.
(iv)	If the bill is not paid within 45 days after its issuance.	30% of total monthly bill + Rs.200/- per day beyond 45 days till the day of actual payment.

15.2. If the contractor does not vacate the allotted space after the expiry of the contract period or after one month of notice period of termination of contract, the contractor is liable to pay a daily penal rent of Rs.1,000/- in addition to the other charges as applicable.

16. FORCE MAJEURE

16.1. If the contractor is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure (civil disturbance, riots, strikes, tempest, acts of god etc), then it shall notify IITPKD in writing of the occurrence of such event and the circumstances of the event of Force Majeure within three (3) days after the occurrence of such event.

16.2. The contractor, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the contract and to fulfill its obligations under the contract, but without prejudice to IIT Palakkad's right to terminate the Contract.

16.3. No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:

- (a) Constitute a default or breach of the Contract;
- (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

16.4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than THIRTY days or an aggregate period of more than sixty days on account of one or more events of Force Majeure, IITPKD shall have the right to terminate the Contract by giving a notice to the Supplier.

17. DISPUTE RESOLUTION

17.1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Registrar, IIT Palakkad.

17.2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates because of the arbitration and

payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Palakkad only.

17.3. Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad.

Dean - Students

EVALUATION PATTERN OF PRE-QUALIFICATION BID

All the pre-qualification bids of the firms/agencies, which have submitted all the relevant documents as sought in the Tender Document and meeting the eligibility criteria will be scrutinized by the duly constituted Committee. The parameters to be considered for the evaluation and the maximum marks for each parameter of the pre-qualification bid is as under:

Sl. No	Parameter	Maximum Marks
1	Background of the Firm/Agency (Type of Service (e.g. Canteen, Cafeteria, Cafeteria-cum-Stationery, etc), Quality Certifications, Testimonials, Performance Reports, etc)	25
2	Experience of at least two years in Food Business Operation and preferably in any one/more of the other services (Photocopying/General Stores).	15
3	Present Financial Status of the Firm/Agency (Based on the supporting documents for Annual Turnover indicated in 5.5. (ii))	15
4	Proposed Plan of Execution, Regular Operation of the Job, proposed additional menu items for breakfast/lunch/dinner (in addition to those listed in Annexure III), cooking plan of all the items, and conduct of reprography and stationeries business, if the contract is awarded.	25
Total Marks		80

Note:

- Bidder shall provide supporting details/documents for all the above parameters for scrutiny and evaluation.
- Bidder should have valid Registration Certificate/PAN/TIN/GST registration from the competent authority.
- The Contractor shall have FSSAI (Food Safety and Standards Authority of India) Certificate/License for his existing business.
- Only the price bids of the Bidders qualified in the pre-qualification stage will be opened for evaluation. In case of a tie, the contract will be awarded to the Bidder, which gets the highest marks in the evaluation of the pre-qualification bid.
- A minimum of 60 marks shall be obtained for qualifying for opening of the Price Bid.
- After the evaluation as per above table, the price bids of only those bidders will be opened, who clear the minimum marks as mentioned above. The cost evaluation will be done under Combined Quality-cum-Cost Based Systems and the bidder who scores highest marks will be selected.
- Price list of IIT PKD is given in Annexure-III. **To ensure reasonable pricing, bids of those bidders who quote below the base price mentioned in the Price List will not be considered**
- The financial offers of only the shortlisted bidders (qualified in pre-qualification stage) will then be opened. The total price (total of A + B) of all items quoted, will be taken as the financial bid value of the bidder. The lowest bid shall be given a Financial Score (FS) of 20 points. The FS of other bidders will be determined using the formula: $FS=20 \times FP/F$, where FP is the lowest financial bid and F is the financial bid of the particular bidder. Scores obtained on financial offer will be added to scores obtained on technical offer to get a consolidated score (CS) according to the formula: $CS=TS+FS$. Bidder with the highest consolidated score (CS) will be selected.

9. In case of a tie on the total marks (calculated as per the formula indicated in S.No.8 above), the Contract will be awarded to the Bidder, who gets the higher Technical Score (TS).

UNDERTAKING
(To be provided on a Stamp Paper of Rs.100/-)

To

(Designation and Name of the concerned

Institute) Name of the bidder _____

Name of the tender _____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained and experienced personnel in the Students Amenities Centre.
5. I/We do hereby undertake that neat and clean environment of the Institute shall be ensured by our Agency, as well as any other point considered by our Agency. Our service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. _____ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The due to theft, if any, shall be recoverable from me/us through fidelity bond.

Signature

(Name and Address of the Bidder)

Telephone/Mobile No.

FORMAT OF BANK GUARANTEE FOR BID SECURITY (EMD)**(To be stamped in accordance with Stamps Act of India)**

KNOW ALL MEN by these present that we _____ (Name and address of Bank),

having our registered office at _____ (hereinafter called "the Bank") are bound

unto _____ (Name of the Department) (hereinafter called "the Department") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for Students Amenities Centre (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till: (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India. (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

(i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or (ii) If the Bidder refuses to accept the corrections of errors in his bid; or (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para _____ of the NIT.

(iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract. (v) If the contract is terminated for the reason that the agency is blacklisted.

WE undertake to pay to the Institute upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized Official of the Bank Name of Witness (Stamp/Seal of Bank)

Name of Official Address of Witness

Designation _____ ID No. _____

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**(To be stamped in accordance with Stamps Act of India)**

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the Institute) (hereinafter called the "Institute") of the other part.
2. WHEREAS _____ (Name of the Institute) has awarded the contract for Students Amenities Centre for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Institute, the Bank is engaged to pay the Institute, any amount up to and inclusive of the aforementioned full amount upon written order from the Institute to indemnify the Institute for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Institute immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Institute any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Institute agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Institute and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Institute in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Institute for the payment hereof shall in no way relieve the Bank of their liability under this deed. 1
10. The expressions "the Institute", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____ Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____
in the presence of:

Witness-1

Signature _____ Name __ Address _____

Witness-2

Signature _____ Name __ Address _____