



ISLAMIC UNIVERSITY OF SCIENCE & TECHNOLOGY AWANTIPORA, KASHMIR.

TENDER NOTICE FOR RUNNING OF KIOSKS AT IUST

Sealed tenders affixed with revenue stamp worth Rs. 5/- are invited for and on behalf of the Vice Chancellor of Islamic University of Science & Technology, Awantipora from registered caterers for running of KIOSKS in the University (i) Pir Panjal Coffee House/KIOSK at Main Campus (ii) Kiosk at Campus III, IUST Awantipora & (iii) Alamdar College of Nursing & Medical Technology, Charar e Sharief, Budgam. A detailed tender document can be collected from the office of the Estates on all working days (Monday – Friday) between 09: 00 am to 04: 30 pm w.e.f 02-07-2024 or can be downloaded from the University Website at www.iust.ac.in. Tender documents complete in all respects should be submitted in the office of the Estates by or before 15-07-2024 and the tender should be super-scribed as “Tender for Running of Kiosks”. Detailed Tender documents is available on the University website www.iust.ac.in

Sd/-

Deputy Registrar Estates

No: IUST/ Kiosks/Tender/24/ 699

Dated: -02 -07-2024

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FOR RUNNING OF KIOSKS

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Sub: Kiosks

For and on behalf of the Vice Chancellor, Islamic University of Science and Technology, Awantipora, J&K State, Tenders (in two cover system) are invited for running of KIOSKS from reputed Companies / Vendors / Agencies.

The following is the necessary information:

S. No.	Particulars	Details
1	KIOSKS	Three (03) Kiosks at designated places: - (i)Pir Panjal Coffee House/ Kiosk, (ii)Kiosk at Campus III, IUST, Awantipora, and (iii)Kiosk Alamdar College for Nursing at Charar-e-Sharief, Budgam (area of space is 10'x15').
2	Period of Contract	One year (further extendable by 1 year, based upon the feedback received from Students / Staff)
3	Cost of document	Rs. 500/- in the form of Demand Draft in favour of Finance Officer, Islamic University of Science and Technology, Payable at Awantipora (non-refundable)
4	Earnest Money Deposit (EMD)	Rs. 5,000/- in the form of CDR in favour of Finance Officer, Islamic University of Science and Technology, Awantipora (refundable)
5	Security Deposit (For successful Bidder only)	CDR @ 50,000/- only in favour of Finance Officer, Islamic University of Science and Technology, Awantipora (to be submitted by the successful bidder within 03 working days from the date of issuance of Contract)
6	Document Download Start Date	02-07-2024.
7	Last Date for Submission of Documents	15-07-2024.
8	Address /Date / Time of Opening of Tender	Bids shall be opened at the Office of the Chairperson Canteen Committee, IUST on 16-07-2024 at 2 pm.
9	Availability of Tender document	Tender document can be downloaded from the University website: www.iust.ac.in
10	Bid Validity	90 Days
11	Bidder Stamp	All the authorized persons/bidders shall carry their respective Authorized Stamps on the date of Opening of Tenders (who wish to be present for the said purpose).

Note: Before submitting the bids, bidders are requested to go through the complete tender document.

INSTRUCTIONS TO BIDDERS REGARDING THE TENDERING PROCESS

Tender must be submitted in two sealed envelopes separately i.e., the tender document form duly signed on every page (page no.(s) should be written on all pages) along with all the technical documents in one envelope (**Envelope - A**) and the offer/price bid on the prescribed Performa in the second envelope (**Envelope - B**). Both the envelopes are to be sealed in **Master Envelope** and the name of the tenderer with address and telephone number should be clearly mentioned on the envelopes. In case of any incomplete document/information submitted by the tenderer, the tender may be rejected without assigning any reason thereof.

- **Packet:1: Technical Bid**

- a. License/Registration from concerned Authorities for offering/running such services
- b. FSSAI Certificate (copy) as a registered Caterer.
- c. GST return for the last three financial years.
- d. Professional experience for providing KIOSK Services in similar environments like Universities, Industrial Sector, hotels of repute etc. duly supported with documentary proof like award of contract, work order etc.
- e. The tenderer must have a minimum of two (02) years of experience in running Kiosk services and should be a profit-making firm / caterer.
- f. The Average Turnover of the consecutive five (02) financial years must not be less than Rs. 5 Lakhs. The same should be supported by a certificate from Chartered Accountant.
- g. The financial statement for the last TWO (02) financial years i.e. supported by Balance Sheet, Profit & Loss Account duly authenticated by a Chartered Accountant, copies whereof to be enclosed.
- h. Turnover Certificate from Chartered Accountant (CA).
- i. Copies of Registration for GST and the Govt. Labour Department
- j. GST return for the last three financial years.
- k. Income Tax Return for the two (02) years along with a copy of PAN card of the Firm.
- l. DD of Rs 500 in favour of Finance Officer, Islamic University of Science and Technology, payable at Awantipora (Non-refundable)
- m. An affidavit with undertaking that the firm has not been blacklisted for any reasons by any Govt/ or another agency

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- n. CDR/FDR of Rs. 5,000/- in favour of Finance Officer, Islamic University of Science and Technology, Awantipora (refundable)
- o. Terms and conditions given in the tender document, duly signed and sealed.

- **Packet: 2: Financial Bid**

- a. Financial bids of only those agencies shall be considered, whose technical bids are complete in all respects and qualify the criteria as per the tender document.
 - b. The tenderer should quote the monthly rent for running the facility University shall provide only the location for the same on a rental basis.
 - c. Rent quoted should be covered with transparent tape and put in a separate sealed envelope. (Financial bid)
1. IUST will not be responsible for delay in submission due to any reasons.
 2. Conditional bidding shall not be entertained.
 3. Bidders may contact the Office of the Estates, IUST for any guidance or query.
 4. Any corrigendum or subsequent information shall be updated on the tender portal / University website only. Bidders shall remain in touch with the University Website www.iust.ac.in in this regard.

TERMS & CONDITIONS OF THE TENDER

1. The location of KIOSK will be decided on the basis of rent quoted (Highest bidder will get first preference for choosing the location)
2. Before submission of Tender document, the tenderers, in their own interest, are advised to visit the site to assess it and its surrounding and satisfy themselves in respect of the site conditions as IUST shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderers shall be at their own risk & responsibility.
3. The service provider shall have to pay the **three months' rent in advance within 10 days** from allotment and advance rent shall be adjusted in the last three months of the agreement,
4. The monthly rent shall be paid by or before the 5th of every month.
5. The service provider shall not be given any relaxation, if he fails to pay the rent in advance, in that case, the EMD / Security deposit of the service provider shall be forfeited and the service provider shall be evicted without any notice
6. The contract will be awarded on the basis of the highest Rent. However, the minimum Rent should not be less than **Rs. 9000/-** per month, in addition to the payment of electricity charges as per actual consumption.
7. Complaints of any type shall be separately seen by the concerned committee and the decision of the committee shall be final.
8. Any default or misconduct by the service provider shall entitle him to blacklist for future courses.
9. IUST, reserves a right to forfeit the EMD/ Security deposit of the service provider if it is found in any malpractice, and for the forfeiture of EMD/ Security deposit.
10. The rent offered/quoted in the tender shall remain valid for. In case, the contract is extended for another year, the rent shall remain the same.
11. Rent shall be quoted excluding water and electricity charges.
12. Water and electricity charges shall be charged separately/extra as per the actual consumption.
13. Successful tender has to build a temporary structure on the designated place (not more than 10'x15' area) of his own and will remove the same after the expiring of the contract if otherwise sold to another bidder or the University
14. IUST reserves the right to terminate the contract of a successful tenderer on one month's notice without assigning any reasons thereof.
15. The process with regard to award of the contract may be postponed / cancelled suo motto without assigning any reason or giving any notice to the tenderer(s). The University reserves the right to consider the tenders of only short-listed firms.

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16. If even after the award of the contract, information/facts submitted by the tenderer is found misleading/incorrect/false etc., IUST reserves the right to cancel the contract forthwith. Besides taking legal action against the bidder.
17. The KIOSK service provider shall make arrangements for maintaining hygiene and cleanliness with regard to storage and preparation of food and service in the premises. He/she shall ensure that the serving area is kept clean and tidy.
18. The KIOSK service provider shall not sublet the contract / premises / venue allotted by the University or enter into contract with any other party to run the business at the said premises / venue implicitly / explicitly. In case, the KIOSK service provider is found doing so, the contract shall be cancelled and the decision of the University in this regard shall be final and binding on the Caterer.
19. It shall be the responsibility of the KIOSK service provider to constantly maintain the quality and preparation of the food, in accordance with the menu.
20. The KIOSK service provider shall observe proper working hours as may be notified by the Canteen Committee from time to time including the summer / winter breaks.
21. . The KIOSK service provider shall provide all such kitchen equipment's / utensils / material / eatables etc. as may be required for effective operation of the catering services and as may be communicated to him / her by the functionaries of the University.
22. It shall be the responsibility of KIOSK service provider to maintain and upkeep all the machinery and other equipments including items of furniture and fixture provided in the respective Kiosks and any repair / replacement in this regard shall require to be immediately intimated to the Chairperson Canteen Committee / University Engineer for requisite repairs. However, in case any damage to the civil / plumbing / electrical / furniture and fixture etc., if found, to be on the part of KIOSK service provider or its workforce then a suitable penalty for the repair / replacement shall be paid by the caterer.
23. The university authorities and the Govt Agencies to inspect the premises, quality of edibles, sanitation and other arrangements from time to time. In case of any unsatisfactory condition or any defect or deficiency in the service or performance of Contract, the University may impose a fine on the KIOSK service provider on each such occasion on the recommendation of Canteen Committee, IUST. In case of continuous defect or deficiency in the service by the Caterer, the University may also terminate the Contract.
24. The successful tenderer shall have to execute an Agreement on non-judicial stamp papers of requisite denomination within a week of the receipt of award / contract letter which shall be guiding document for operation of kiosk contract so awarded.
25. The successful tenderer who may be awarded the contract for such service subject to fulfilment of all other formalities should be able to provide the requisite services within period of (07) days from the date of award of contract failing which the contract may be awarded to the next highest / suitable tenderer.
26. IUST reserves the right to terminate the contract on one month's notice if the performance is not satisfactory. The KIOSK service provider can also terminate the

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contract by giving three months' notice and clearing all dues, if he / she are not willing to continue the contract.

27. There will be a regular feedback from students /faculty/ staff.
28. Only standard equipment shall be allowed for cooking purposes.
29. The KIOSK service provider shall engage well behaved and experienced staff for working in the premises and the KIOSK service provider shall be responsible for their work, behaviour and conduct. If at any time, the work/behavior of any such employed staff of the KIOSK service provider is found to be unsatisfactory, the KIOSK service provider shall be liable to remove such a person immediately when ordered to do so by the Canteen Committee, IUST whose decision in this regard shall be final and binding.
30. The KIOSK service provider shall take all precautions that all persons engaged by him / her for catering services are courteous, civil, sober, honest and free from any virulent or contagious disease(s). The KIOSK service provider shall be under obligation to obtain the following certificates for each employee during the period of Contract:
 - a) Medical fitness certificate from the authorized Medical Officer.
 - b) Character and antecedent certificate from their respective Police Stations for all the persons engaged by the Caterer.
 - c) Certificate specifying the age of the worker not less than 18 years.
31. The KIOSK service provider shall ensure that all the workers wear proper uniforms and identity cards during the service in the University. He / she will also ensure that the serving area is not used as residence for the workers.
32. List of employees along with their photographs should be displayed in the KIOSKS.
33. The KIOSK service provider or his / her employees should not indulge in any act which may be prejudicial to the interests of the University.
34. The KIOSK service provider shall only install a portable/ temporary structure with the prior written permission of the University.
35. The contract granted in favour of the successful KIOSK service provider shall not create any (in any case) tenancy, lease and otherwise other interests or other right on the property. The present arrangement is only a temporary permission granted in favour of KIOSK service provider for a period mentioned herein above and subject to the performance / observance of the other conditions as may be communicated to the KIOSK service provider by the University. The licensed space shall always remain under actual control and possession of the University.
36. The KIOSK service provider shall be responsible for strict compliance with all applicable laws, rules and regulations of the Government.
37. The KIOSK service provider shall obtain adequate insurance policy in respect of his / her workforce engaged by him/her towards meeting the liability of compensation arising out of injury / disability / death etc. at work place.

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38. The liability / responsibility in case of any accident-causing injury / death to any worker or any of his / her staff shall be the responsibility of the Caterer.
39. The responsibility of developing the facility along with all the equipment etc. lies with the tenderer.
40. Facilities to be provided by IUST for running the Kiosks services:
- i) Space without structure
 - ii) Water supply.
 - iii) Metered Electricity.
41. That no right, much less a legal right shall vest in the Caterer's workers to claim / have employment or otherwise seek absorption in IUST nor the Caterer's workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the IUST. The workers shall remain the employees of the agency / KIOSK service provider and this will be the responsibility of the agency / KIOSK service provider to make it clear to their workers before deputing them for work at IUST.
42. None of the workers of the KIOSK service provider shall enter into any kind of private work within the IUST Campus.
43. If, in the execution of their work, any infraction/breach / infringement of any law, rules / byelaws for the time being in force, takes place, KIOSK service provider shall indemnify the University and hold the University harmless against the consequences of any or all litigation/prosecution in any matter connected with or arising out of the subject including the result of any labour dispute and should any award or decree including awards of any labour court and / or Arbitrator which might be enforced / sought against the University, the University shall be compensated by the KIOSK service provider to the full extent in respect of all such claims / awards etc.
44. The KIOSK service provider shall advise its work force etc. to strictly refrain from smoking / use of polythene / any kind of tobacco products / pan chewing / consumption of alcohol / playing of cards etc. within or around the premises of the University.
45. On expiry of the contract, the KIOSK service provider shall vacate the premises of the University immediately and hand over the charge of premises etc. peacefully to the officer nominated by the Canteen Committee.
46. If any question or dispute arises with regard to the interpretation or violation of any of the terms and condition of this contract, the matter shall be referred to the sole arbitration of an Arbitrator appointed by the Canteen Committee, IUST whose decision shall be final and binding on the parties.
47. Notwithstanding any provision in this contract, if the KIOSK service provider violates any norms, rules or acts in any way prejudicial to the interests of the University or to the environment at the campus, the contract shall stand cancelled without assigning any reason to the KIOSK service provider by the University.

48. Materials known to be harmful to health (as decided by the university from time to time) such as food colouring (emulsion powder) etc. shall not be allowed, if so found, penalty not less than Rs. 10,000/- shall be imposed as instant fine by IUST.
49. The contractor shall use all raw materials of best quality available in the market and in case it is found that any service or any item is sub-standard, the university shall be at liberty to terminate the contract immediately. Testing of raw materials as desired by FSSAI should be done on regular basis and proper record of the said should be maintained.
50. The food shall be prepared, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the premises immediately. The food which remains unconsumed for the night shall be deemed to be stale and unfit for consumption and must be discarded. Under no circumstances shall stale food be served.
51. The caterer shall ensure that sufficient manpower is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of KIOSK assets and premises.
52. The waste material and unused/leftover food from KIOSK shall be removed from the university every day by the contractor. The KIOSK service provider shall ensure that stray cattle, dogs etc. do not consume any food within the premises.
53. The KIOSK shall function on all working days and shall not be allowed to be closed on any day for any reasons whatsoever.
54. The KIOSK service provider shall strictly adhere in accordance with the Menu / rate provided by the University Authority.
55. Menu along with the rate should be clearly displayed in the premises.
56. Based on the demand of students /faculty/ staff, if new item is to be included in the menu the same along with rate shall be approved by the Canteen Committee.
57. In case of any dispute Judicial shall be Srinagar/Pulwama only.



FINANCIAL BID FOR KIOSKS

NAME OF THE TENDERER:

Chairperson, Canteen Committee
Islamic University of Science and Technology
Awantipora, Pulwama.

Sir / Madam,

I / We / M/s _____

having office at _____
hereby submit our tender for providing Kiosk Service at University campus/Govt
Polytechnic, IUST, Awantipora/Alamdard Memorial Nursing College Charar e Sharief,
Budgam.

Our rate for providing the K Services shall be as under:

Rent per month Rs _____

(In words) _____

for running of the KIOSK at _____

I / We affirm that I/ we have read and fully understood the nature of job and the terms
& conditions relating to this tender and agree to abide by the same.

In case of selection of my / our firm for providing Kiosk Service at IUST Campus, I shall
execute an agreement with IUST within a period as may be prescribed by the University
and shall also be bound by all such terms and conditions laid therein, which might be
subsequently incorporated in the agreement to be signed by us.

For & on behalf of M/s _____

(Authorized Signatory)

Name: _____

Authorized Stamp: _____

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MENU AND RATE LIST OF EATABLES TO BE SERVED AT IUST KIOSKS

S.No.	Items	Rate
1	BOILED EGGS (2PCS)	20
2	FRUIT/PLAIN CAKE (5PCS)	20
3	CHICKEN PATTIE	40
4	BUTTER TOAST WITH BUTTER 10GM (2 SLICES)	25
5	BURGER VEG.	60
6	SAMOSA / MATHI	10
7	BREAD PAKODA	10
8	FRENCH FRIES (150 GM)	60
9	SWEET CORN (250 GM)	45
10	MAGGI PLAIN (RS 10 PKT)	30
11	CHICKEN SANDWICH	70
12	PASTA	40
13	VEG. SANDWICH	60
14	TEA (150 ML)	20
15	COFFEE (125ML)	30
16	GREEN TEA (125ML)	20
17	ICED TEA (250 ML)	35
18	KASHMIRI KEHWA (125ML) WITH SHERMALL	25
19	COLD COFFE (250 ML)	50
20	LEMON TEA (125ML)	20
21	POTATO SHOTS	65
22	CHICKEN BURGER	80
23	CHEEZE FRIES	80
Packed Items: Biscuits, Ice Cream, Cake, Nankeens as Per MRP		