

NO: - IUST/EST/TEND/KIOSK/24/1008 DATED: - 02-12-2024

### **E-Tender Notice**

For and on behalf of the Vice Chancellor, Islamic University of Scienceand Technology, Awantipora, J&K, e-Tenders are invited from reputed Companies/Vendors/Agencies for running the University Kiosks at IUST Campus III, Awantipora under the following terms and conditions:

Sr. No	Name of Work	Minimum Reserve Bid Per Month	Cost of Tender Document	Period of Contract	EMD Amount	Remarks
1	2	3	4	5	6	7
1	Outsourcing	Rs. 9000/-	Rs.2000/-	24	Rs. 20000/-	Further
	of Kiosk		(Non-refundable)	Months	In shape of	extendable for a
	IUST		To be deposited in	w.e.f. the	CDR/FDR	period of one year
	Campus III,		University Account	date of	to be	with 5% increase
	Awantipora		no: CD-	allotment	Deposited	on all the
			0693010100000001		in favor of	components and
			before the last date		the Finance	on the same T&C
			of submission of		Officer,	subject to the
			tender and scanned		Islamic	goodwill/
			copy of receipt to		University	satisfactory work
			be uploaded in the		of Science	and conduct of
			technical bid.		and	the contractor
					Technology	which is to be
					(IUST),	certified by the
					Awantipora	Concerned
						committee.

#### **Tender Details**

- 1. Availability of Tender Documents:
  - Download from <u>JKtenders.gov.in</u> or <u>www.iust.ac.in</u>.

o Bid Submission Start Date: <u>02-12-2024</u>

Bid Submission End Date: <u>12-12-2024 up to 6:00 Pm</u>
 Opening Date (Technical Bid): <u>13-12-2024</u> at 10:00 AM

- 2. Bidding Process:
  - The complete bidding process will be online.

Sd/-Chairperson Canteen Committee Islamic University of Science and Technology Awantipora, J&K



Instructions to Bidders Regarding the e-Tendering Process

- 1. Interested bidders can download the NIT/bidding document from <a href="JKtenders.gov.in">JKtenders.gov.in</a> or <a href="www.iust.ac.in">www.iust.ac.in</a>.
- 2. To participate, bidders must obtain a Digital Signature Certificate (DSC) as per the Information Technology Act, 2000, which will be required for digitally signing the bid.
- 3. Bids must be submitted online in electronic format with a valid DSC. Physical proposals will not be accepted.
- 4. Bids will be opened online according to the time schedule mentioned n the NIT.
- 5. Before submission, bidders must ensure that scanned copies of allnecessary documents have been attached with their bid.
- 6. The University will not be responsible for any delay in onlinesubmission of bids, regardless of the reason.
- 7. All required information must be filled in and submitted online.
- 8. Bidders must prepare scanned copies of the cost of documents and EMD as specified.
  - Scanned Copied of the original instruments i.e., cost of documents and EMD must be uploaded in the technical bid.
- 9. Original copies of the cost of documents and EMD will be sought from the successful bidder and the same must match the scanned copies submitted by the bidder online. Non-compliance will result in bid rejection.
- 10. Successful tenderer for kiosks must construct temporary structures at a designated place (not exceeding Spaces 12ft  $\times$  15ft =180 SFT area) at their own cost, to be removed after contract expiration unless sold to another bidder or the University.

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Submission of Tenders must be submitted under a two-cover system:

A. Cover 1 – Technical CoverThe technical cover must

#### include:

- 1. Scanned copy of tender fees in the form of a Demand Draft.
- 2. EMD in CDR/FDR pledged to the Chairperson, CanteenCommittee, IUST, Awantipora, J&K.
- 3. Undertaking/Letter of Acceptance of NIT terms and conditions.
- 4. An affidavit on ₹100/- stamp paper, duly attested by a 1st ClassMagistrate, declaring:
  - Documents attached are genuine and untampered.
  - The firm has not been blacklisted by any Government/Private institution.
  - Responsibility for discrepancies at any stage.
  - No order was canceled in the past three years due to poor performance.
- 5. Scanned copies of the following:
  - Certificate of Registration with the Labour Department.
  - PAN Card of the bidder/agency/organization.
  - $_{\circ}\,$  Valid FSSAI License issued by the Commissioner of Food Safety.
  - $_{\circ}\,\,$  GST Certificate and the latest GST returns.
  - PAN-based Income Tax Returns (ITR) for the last three financial years. (2021-2022 to 2023-2024)
  - Certificate of experience from relevant authorities, including NOC for payment of dues such as electricity and water bills.
  - NOC from the Estates Officer, IUST (for previous contractors).
  - Bidder profile, undertakings, and details of kiosks asper annexures 1,
     2, 3, 4, and 5.
- 6. All bidders are hereby advised to submit their acknowledgement for the rate list provided in Annexure-IV. Failure to include any item or change in prices for any item may result in the disqualification of the bid

Note: Failure to provide any document will result in outright rejection of the tender



#### A. Cover 2 – Financial Bid

All bidders are hereby advised to submit their price offers per month. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ. The BOQ downloaded should be used for filling the Percentage rates and it should be saved with the same name as it contains.

#### **General Conditions**

- 1. Incomplete or conditional tenders will not be entertained.
- 2. The committee reserves the right to accept or reject any tenderwithout assigning reasons.
- 3. The contract will be awarded for two years, extendable by one yearbased on performance.
- 4. Approved rates will increase by 5% annually.
- 5. Negligence in service may lead to penalties or termination of the contract.

For further details, please refer to the tender document or contact the Chairperson, Canteen Committee, IUST at estates@islamicuniversity.edu.in

Sd/- Chairperson Canteen Committee Islamic University of Science and Technology



#### **Terms and Conditions**

#### 1. Examination of Terms

- The approved contractor/bidder must carefully examine all terms and conditions outlined in this document.
- For any doubts or clarifications, the contractor should consult the Deputy Registrar (Estates) before submitting the tender.

### 2. Acceptance of Tenders

- Incomplete or conditional tenders will not be accepted.
- The Canteen committee reserves the right to accept or reject any tender/quotation without assigning any reasons, in the best interest ofthe university.

#### 3. Rate Finalization

• Once the contract is allocated to the successful bidder, no changes inrates will be permitted.

#### 4. Duration of Contract

- The contract shall remain valid for two years from the date of issue.
- It may be extended for an additional year based on satisfactory performance, provided payment for the extended period (as decided by the Canteen Committee) is deposited within one week of approval.

## 5. Allotment and Payment

- The contract will be awarded to the bidder who qualifies and offersthe highest bid.
- The successful bidder must pay three months' rent in advance within 10 days of allotment. This amount will be adjusted as the rent for thefinal three months of the agreement.
- Failure to make payment within the stipulated time will result in cancellation of the allotment, with the opportunity passed to the next highest bidder.



#### 6. Rate Enhancement

Approved rates shall be subject to a 5% annual increase.

### 7. Contractor Negligence

• Any form of negligence on the part of the contractor will result in immediate cancellation of the contract, forfeiture of performance security, and further penalties as necessary.

#### 8. Penalties

- A penalty as deemed fit by the University authority shall be imposed for incidents such asmisbehavior, overcharging, or serving unhygienic food.
- A penalty of ₹1000 per day will be levied for non-supply of Kiosk eatables or sudden stoppage of services, with repeated violations leading to contract termination.

### 9. Upkeep of Premises

- The contractor shall be solely responsible for maintaining the allotted premises, including furniture, electrical fittings, and equipment like air conditioners.
- Proper hygiene of the kitchen, tiles, and serving trolleys must beensured at all times.

#### 10. Handover and Takeover

 Proper handing over and taking over of inventory must be conductedat the beginning and conclusion of the contract period.

## 11. Electricity Charges

- The contractor shall bear all electricity charges and must install electric meters.
- Charges must be deposited in the University account based on bill raised for actual consumption.

## 12. Subletting

• Subletting the allotted space/premises, wholly or partially, to anotherparty



is strictly prohibited.

## 13. Signatory Authority

- All correspondence, letters, and documents must be signed by thesame individual who signed the original tender.
- Any change must be supported by an affidavit duly attested by a 1stClass Judicial Magistrate.

### 14. Liability for Loss or Theft

- The University shall not be held responsible for theft or loss of property within the premises during the contract period.
- The contractor will be liable for compensating any property damageor loss.

#### 15. Staff Uniform

 All cooks and bearers must wear a uniform comprising a white shirt, black pants, and a black cap.

## 16. Hygiene Standards

- Staff must wear appropriate uniforms and polythene gloves whileserving food.
- Food items must be freshly prepared, hygienic, and served under the supervision of the contractor or manager.

## 17. Inspection and Penalties

- The University administration may conduct inspections of the kitchenand food items.
- A penalty of ₹10000 will be imposed for unhygienic practices during inspections.

#### 18. Prohibition of Plastic

The use of plastic for serving food in the kiosk is strictly prohibited.

#### 19. Child Labor



 Employing child labor is strictly prohibited, and the contractor mustadhere to all relevant labor laws.

#### 20. Pest Control

 Pest control must be conducted quarterly by a qualified professional company.

### 21. Force Majeure

- In events beyond the control of the University or contractor that affect contract performance, either party may apply for arbitration.
- Arbitration shall follow the J&K Arbitration and Conciliation Act, with proceedings held in Awantipora.

#### 22. Jurisdiction

 Legal matters related to this tender will fall under the jurisdiction of the District Pulwama Courts.

### 23. Pricing and Sales

- The contractor must sell eatables at approved rates.
- Rate changes require prior permission from the Canteen Committee.
- Overcharging or serving unhygienic food may result in penalties of ₹20,000 per incident, contract termination, or blacklisting.

## 24. Display of Rates

Approved rates for all items must be prominently displayed.

## 25. Complaint Box

• A complaint box must be installed outside the Kiosk for customer grievances, monitored by the University's Canteen Committee.

#### 26. Air Conditioners

• If required, air conditioners must be installed at the contractor's costwith committee approval. These may be removed by the contractorafter the completion of the contract.



#### 27. Furniture

 The successful bidders may arrange the furniture to run the rented spaces, which shall be lifted back after the successful completion of the Contract.

#### 28. CCTV Installation

- The contractor must install CCTV cameras with recording facilities in and around the allotted area.
- Recorded footage must be provided to University authorities uponrequest.

#### 29. General Financial Rules

• All terms and conditions will comply with the General Financial Rules 2017.

#### 30. Accommodation

• The University will not be responsible for providing any residential accommodation to the personnel deployed by the Allottee.

#### 31. Certificates

- The Service provider shall be under obligation to obtain the following certificates from each staff during the period of Contract:
- Medical fitness certificate from the authorized Medical Officer.
- Character certificates from their respective Police Stations.
- Certificate specifying the age of the worker as not less than 18 years

## 32. Acceptance of Terms

- By signing this agreement, the contractor agrees to abide by all termsand conditions.
- All pages of the document must be signed as proof of acceptancewithout overwriting or cutting.

Acknowledgment	
Signature of Contractor with Seal Name: Date:	Address:



### **ANNEXURE-1**

#### **BIDDER PROFILE**

Technology.

(To be typed on the official letterhead of the f	firm/Bidder
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1) Nam	ne of the firm:	
2) Reg	istration No. of Labour Department:	_ (Please
encl	ose a copy of the Registration Certificate)	
3) FSS	AI Certificate No:	<u> </u>
(Ple	ase enclose a copy of the Certificate)	
4) Nam	ne of the Proprietor:	
5) Date	e of Establishment of Firm:	
6) PAN	l:	
7) Add	ress:	
8) Con	tact No:	
9) Fax:	r	
10)Web	osite (if any):	
11)Mob	ile No of contact person (s):	
12)E-m	ail address:	
13)	Income tax Return of last 3 years attached photocopy 2021-2022: 2022-2023: 2023-2024:	
14)	Average Turnover of the Firm during the last three years. The Turnover of have the UDIN No. of the CA.  2021-2022: 2022-2023: 2023-2024:	ertificate must
15)	Details of CDR of ₹ 20000 only (Twenty Thousand only) as EMD/Security deposit (refundable) pledged to the Finance Officer, Islamic University of	of Science and



Demand Draft Details:	Demand Draft No:	Date:
For Rs:	Drawn on:	
Any Other Information		

#### **Declaration**

This is to certify that I/ We before signing this tender have read fully understood all terms and conditions contained herein and undertake myself/ ourselves to abide by them.

Signature of the Bidder with seal Name and address of the Bidder



**ANNEXURE-2** 

(To be typed on the official letterhead of the firm/Bidder)

Chairperson
Canteen Committee
Islamic University of Science & Technology Awantipora, J&K

**Subject: - Undertaking/letter of acceptance.** Sir,

- 1) I/we do agree for all clauses, terms and conditions of the tender documents.
- 2) I/ we agree to abide the contract for a period of two years to provide the services from the date of award of the contract which may be extended by the committee till the new rate contract is finalized.
- 3) I/we declare that no legal/financial irregularities involving the Proprietor/ Partner of the applicant (s) / firm are pending.
- 4) 1/ we declare that our financial position is sound and we are competent to execute the contract.
- 5) I/we undertake that we will not stop the supply of eatables in the allotted Kiosk for whatsoever reasons.

Signature of the Bidder with seal Name and address of the Bidder



#### **ANNEXURE-3**

(To be typed on the official letterhead of the firm/Bidder)

Chairperson
Canteen Committee
Islamic University of Science & Technology Awantipora, J&K

**Sub: Tender for Kiosk Services in IUST, Awantipora** Sir,

- 1) I/We hereby agree to abide by all terms and conditions laid down in the tender document.
- 2) This is to certify that/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 the Contract Labour Act and other statutory provisions and any other charges applicable from time to time.
- 4) I/We will pay the wages to the personnel deployed as per laws in force as amended by the Government from time to time and shall be fully responsible for any violation.
- 5) I/We shall be personally responsible for the maintenance of hygiene and quality of eatables to be served through the Kiosk.

(Signature of the Bidder with seal)
Name and address of the Bidder



### **ANNEXURE-4**

Rates to be offered, inclusive of all taxes/ charges for the items pertaining to the Kiosk Service in the IUST, Awantipora Rates of the items which have to be sold through the Kiosk are fixed. There will be no change in the rates without prior permission from the Kiosk Committee of the University.

S. No.	Item	Rate
01	Boiled Eggs (2pcs)	20
02	Fruit/Plain Cake (5pcs)	20
03	Chicken Pattie	40
04	Butter Toast with Butter 10gm (2 Slices)	20
05	Burger Veg.	60
06	Samosa / Mathi	10
07	Bread Pakoda (1pc) (02 Pc)	14/25/-
08	French Fries (150 Gm)	60
09	Sweet Corn (250 Gm)	45
10	Maggi Plain (Rs 10 Pkt)	30
11	Chicken Sandwich	70
12	Pasta	40
13	Veg. Sandwich	45
14	Lipton Tea (150 MI)	15
15	Coffee (125ml)	30
16	Green Tea (125ml)	20
17	Iced Tea (250 MI)	35
18	Kehwa (125ml) With Sheermal	25
19	Cold Coffee (250 MI)	50
20	Lemon Tea (125ml)	20
21	Potato Shots	65
22	Chicken Burger	80
23	Cheese Fries	80
Packed	I Items: Biscuits, Ice Cream, Cake, Nankeens as Per MRP	