



INDIAN INSTITUTE OF TECHNOLOGY, KANPUR
GT ROAD, KALYANPUR, KANPUR – 208016
UTTAR PRADESH, INDIA

TENDER REFERENCE NO.: IITK/DOAA/55-Convo/2022/001

BID SUBMISSION END DATE- 13.06.2022

TENDER DOCUMENTS

For

“Providing catering and allied services for convocation”

BID DOCUMENT

The Indian Institute of Technology Kanpur (“the IITK”) invites Bids (“Bids”) from eligible, qualified and capable companies for the supply and delivery of “the Goods” and provision of associated services (“Associated Services”) according to the requirements as defined in the Tender document.

Name of Work	Providing catering and allied services for convocation
Date of Publishing	03.06.2022
Clarification Start Date and Time	03.06.2022
Clarification End Date and Time	13.06.2022 16:00 hrs
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	03.06.2022
Last Date and time of uploading of Bids	13.06.2022 16:00 hrs
Earnest Money Deposit	Rs. 2,00,000/- in the form of Demand Draft in favour of Registrar, IIT Kanpur payable at Kanpur
Last Date and time of submitting, EMD and other documents at IIT Kanpur (if any)	13.06.2022 17:30 hrs
Date and time of opening of Technical Bids	14.06.2022 16:00 hrs
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders
Performance Security	Later EMD will be converted to performance security.

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

(The bids must be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted.)

(A)
INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal ie <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1. REGISTRATION

- (i)** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii)** During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii)** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv)** For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v)** Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi)** Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii)** Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

2. SEARCHING FOR TENDER DOCUMENTS

- (i)** 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 published on the CPP Portal.
- (ii)** 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.

- (iii) 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:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall 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.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

4. SUBMISSION OF BIDS:

- (i) 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.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated

in the tender document.

- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter, save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- (xiii) Bidder will get all benefits under Rule 153 GFR-2017.

5. ASSISTANCE TO BIDDERS:

- (i) 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.

- (ii) 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 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

(B)
INSTRUCTION FOR e-PROCUREMENT

1. PREPARATION AND SUBMISSION OF BIDS:

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover 1 and Financial Bid in “.Xls” should be upload online in cover-2

2. SUBMISSION OF THE BID :

All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid should be upload online in cover-1.
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

3. TECHNICAL BID:

Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app> .

a. List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-

- i. Scanned copy of Bank details and certificate of GST.
- ii. Scanned copy of work experience.
- iii. Scanned copy of technical compliance.
- iv. Scanned copy of EMD (draft, banker cheques)
- v. Scanned copy of another document mentioned in tender document (if any)
- vi. Declaration for local content, Country of Origin of goods and tender acceptance letter on Appendix 1-2

NOTE - no indication of the rates/amounts be made in any of the documents submitted with the TC-BID.

4. FINANCIAL BID

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.Xls” format i.e. Price Bid Excel sheet attached as ‘.Xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of

Reference/Scope of Work of the assignment.

- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc. **except service tax**. The service tax component shall be re-immersible by the department after receipt of paid challans etc. if applicable.

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR
ACADEMIC SECTION**

June 03, 2022
IITK/DOAA/55-Convvo/2022/01

NOTICE INVITING TENDER

Indian Institute of Technology Kanpur invites sealed bids from reputed out-door catering agencies/firms **for the following works/services:**

- 1.** Providing Convocation Dinner for 2000 persons as per the Menu along with tentage/Coolers/Fans/ Tables/ Chairs/Lighting etc as per Annexure-I given in tender document.
- 2.** Supply of 2000 food/lunch packets as per as per Annexure-II given intender document.
- 3.** Construction of **Water proof and Air-conditioned** Pandal for 200 persons with 50X90 feet in size.

The fifty fifth Convocation of IIT Kanpur is scheduled to be held on 29-06-2022 at Auditorium. Lunch Packets and a buffet Dinner will be hosted during this occasion as per the timings and date given in the details of the works/services.

The agencies/ firms that fulfill the requirements as laid down in this document shall be eligible to apply.

A. Eligibility Criteria:

- 1.** The firm should be registered under prevailing laws in India, valid license of Food & Drug Authority (copy of Licence), GST Registration, PAN should be submitted along with the bid.
- 2.** Firm should have excellent goodwill and name-fame.
- 3.** Firm should have minimum 10 (Ten) years' experience of providing out-door catering services.
Firm should have completed at least 3 similar orders (hosting of Lunch OR
- 4.** Dinners for Convocation event of IITs/IIITs or any other CFTIs) of catering to 1200 persons OR 2 similar orders of catering to 1800 persons OR at least 1 similar order of catering 2400 persons during the last 5 years of business.
- 5.** Firm should have an average turnover of at least Rs. 50 Lacs per year during the last five years.

B. Furnishing of Information:

Applicant is required to submit the following in respect of his organization:

1. Name and postal address including valid and current telephone/mobile number, e-mail address.
 2. A copy of GST Registration.
 3. Applicant should be in possession of the following documents and should submit them whenever called upon by the Institute:
 4. Documents defining the legal status, place of registration, principal place(s) of business.
 5. Name(s) and title of proprietor/ officer(s) to be contacted/concerned with services proposed work for IIT Kanpur, with designation of individuals authorized to act for the organization.
- C. The applicant is advised to attach any additional information, which he thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after the quotation is submitted, unless the Institute calls for it.
- D. Prospective applicants may visit the venue of the Institute OR seek clarification regarding the scope of work/services and/ or the requirement for qualification, in writing, within a reasonable time. No request for clarification will be considered after submission of the quotation.
- E. Even though applicants satisfy the above requirements, they may be disqualified, if they have:
1. Made any misleading or false representation of facts or deliberately suppressed the information provided in the annexes, enclosures of this document;
 2. Records of poor performance, such as abandoning work, record of regular shortage of food, record of using poor quality of ingredients etc.

F. **Award Criteria:**

The Institute reserves the right to:

1. Institute may order full/partial services as per requirement.
2. Institute may cancel the tender enquiry at any stage without assigning any reason.
3. Effort on the part of the applicant or his agent to exercise influence or to pressurize the Institute for his quotation shall result in rejection of such quotation.
4. Canvassing of any kind is strictly prohibited.

G. **General Terms & Conditions:**

1. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

“Margin of purchase preference” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of

- the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

COMMERCIAL TERMS AND CONDITIONS

1. DEFINITIONS

These Commercial Terms and Conditions shall constitute the General Conditions of Contract,

where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. "Contract" means the agreement of the Parties relating to the procurement of Goods and / or the IITK Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IITK Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- b. "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IITK Purchase Order and any agreed in writing by the IITK legal successor(s) in title;
- c. "Day" means any calendar day;
- d. "Delivery Date" means the latest possible date by which the Goods shall be delivered by the Contractor to the IITK, as specified in the 'DELIVERY DATE' named field of the IITK Purchase Order;
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage;
- f. "Goods" means all of the goods to be supplied to the IITK by the Contractor under the Contract;

- g. "IITK" means the Indian Institute of Technology Kanpur;
- h. "IITK Purchase Order" means the IITK's official Purchase Order document;
 - (i) "Party" means the IITK or the Contractor and "Parties" means the IITK and the Contractor; and
 - (ii) "Place(s) of Delivery" means the location(s) or place(s) where the Goods are to be delivered, as specified in the 'SHIP TO' named field of the IITK Purchase Order.

2. PAYMENT

- 2.1. Unless otherwise stipulated in the Purchase Order, the IITK shall make payment within thirty (30) Days of the later of:
 - a. Successful delivery of the goods to IITK as confirmed by the consignee (Assistant Registrar, Store & Purchase, IIT-Kanpur), endorsed by the indenter and approved by the indenters' Head of Department / Section;
 - b. Receipt of customary shipping documents and any other documents specified in the Contract; and (c) Receipt of the original invoice issued by the Contractor.
- 2.2. All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the IITK, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 11 below ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice.
- 2.3. Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.
- 2.4. The IITK shall not pay any charge for late payments.

3. TAX EXEMPTION

The Contractor's price shall reflect any tax exemption to which the IITK is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the IITK shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the IITK. In the event that any taxing authority refuses to recognize the IITK's exemption from taxes, the Contractor shall immediately consult with the IITK to determine a mutually acceptable procedure for settling the applicable amount.

4. PENALTIES

If, in accordance with clause 15, the IITK imposes penalties on the Contractor, such penalties shall amount to One percent (1%) of the total Purchase Order price for each week following the initial Delivery Date specified in the Purchase Order but shall not amount to more than Ten percent (10%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Contractor.

5. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Contractor is delayed at any time in the delivery of the Goods or fulfilment of any other of the Contractor's obligations by any act or omission of the IITK, or by any of its officials, or by any separate contractor(s) contracted by the IITK, or by changes ordered in the type and/or quantity of the ordered Goods, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which the IITK determines may reasonably justify the delay, the Delivery Date of the Goods, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as the IITK and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

6. FORCE MAJEURE

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the IITK of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the IITK may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

7. INDEMNITY

- 7.1. The Contractor shall indemnify, hold and save harmless and defend at its own expense the IITK, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.
- 7.2. Clause 18 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

8. ASSIGNMENT

- 8.1. The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the IITK. Any assignment made without such consent shall be void and of no effect.
- 8.2. The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IITK. The IITK may require the Contractor to furnish particulars of the proposed subcontract as the IITK deems necessary.
- 8.3. The IITK's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

9. INSOLVENCY AND BANKRUPTCY

- 9.1. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.
- 9.2. Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the IITK may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

10. TERMINATION

- 10.1. The IITK shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a three days' notice to the Contractor.

11. WAIVER

A waiver of any breach of or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

12. ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the IITK. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the IITK.

13. DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the IITK, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the IITK. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

14. NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- a. for the IITK: the contact details set out in the 'IITK BUYER' name field of the Purchase Order; and
- b. for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IITK Contract/Purchase Order.

15. STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the IITK any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the

award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

16. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

17. SETTLEMENT OF DISPUTES

17.1. The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.

17.2. If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IITK who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IITK. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

18. PRIVILEGES AND IMMUNITIES

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the IITK.

19. AMENDMENTS

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

20. VALIDITY

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

21. ENTIRE AGREEMENT

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

22. GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

H. **Special Terms & Conditions applicable for the awardees:**

The Dinner arrangements should be made by the Firm so that it is ready to be served at 7:00 PM onwards sharp at the Auditorium Grounds, IIT Kanpur on 29-06-2022.

The Dinner will be served in buffet system.

The Dinner will start sharp at 7:00 PM on 29-06-2022 and shall continue till 10:00 PM.

Adequate number of staffs should be deployed to the service of Dinner.

Good quality of bone-china crockery, steel cutlery (spoon & fork both) and paper napkins should be used.

Food should be served on 20 service counters to avoid crowding. The waiters should wear clean uniform; the discipline of the waiters and serving staff is the responsibility of the caterer.

The cooks, staff, waiters, serving personnel should be medically fit and free from infectious diseases, with good personal hygiene. The cooking utensils should be in good & clean conditions.

Institute shall not provide any equipment/ machinery or any other item for the preparation or service of any item.

The caterer will be fully responsible to hand over the Auditorium grounds and adjoining area in good & clean condition to the satisfaction of the Auditorium In-charge.

Quality of cooking ingredients should be specially taken care of. Only branded spices/ condiments/ ingredients should be used. Only branded (Naturefresh, Dalda, Dhara, Fortune, Sweekar) Vegetable Oil/ Sunflower Oil should be used. Only branded (Pillsbury, Shaktibhog, Aashirwad) wheat flour, cereals and vegetables should be used. Good quality of refined sugar, Milk should be used/ served. Nescafe coffee should be used.

Food items which are deemed to be prepared at site for efficient service should be discussed with the undersigned and prepared at site.

All preventive measures should be taken against food poisoning. Any such incident will be viewed very seriously by the Institute and appropriate legal action will be taken.

Any deficiency in the food or services will be viewed seriously.

Food provided will be checked by Institute staff/ Student Volunteers/ Committee members randomly half an hour before the distribution starts.

Security money will be forfeited in the event of sloppy/ unsatisfactory or sub-standard quality of food and/or service. Damages to property (if any) will be recovered on actual.

H. **Technical Evaluation:**

Technical evaluation consists of evaluation of Eligibility criteria, comply of Terms conditions and presentation. The financial bid will be opened for technically qualified bidders in all aspects.

and the Presentation must consist of planning of rendering of services venue-wise. Bidders may site visit before the presentation

The date of presentation is 15.06.2022, 11:00 hrs.

Venue:

Joint Registrar, Academic Affairs
Room No. 202, First Floor, Academic affairs building,
Near Staff Canteen
IIT Kanpur-208016

Ph: 0512-2597235

I. **General Information:**

1. Dinner is to be served on 29-06-2022 at the time specified above at IIT Kanpur.
2. Order is for 2000 persons with the condition that it may increase or short fall by 20%.

1. Dinner Menu:-

Serving Starters:	<ul style="list-style-type: none">• Baby Cutlet• Cheese Ball• Spring Rolls
Counter items	<ul style="list-style-type: none">• Chawmin, Fried Rice, Veg. Manchurian
Beverages:	<ul style="list-style-type: none">• Tropicana Fruit Juice (<i>Litchi, Guava, Pomegranate</i>) (<i>Tetra pack, 200ml</i>)• Pana and Assorted drinks
Salad:	<ul style="list-style-type: none">• Green Salad
Choice of Paneer:	<ul style="list-style-type: none">• Kadai Paneer
Choice of Vegetables:	<ul style="list-style-type: none">• Mix Veg• Mushroom Matar• Malai Kofta
Choice of Lentils:	<ul style="list-style-type: none">• Yellow dal fry
Yogurt preparation:	<ul style="list-style-type: none">• Dahi Vada
Rice Preparation:	<ul style="list-style-type: none">• Veg Pualo
Choice of Breads:	<ul style="list-style-type: none">• Tandoori Roti• Missi Roti• Butter Naan• Laccha Paratha• Puri• Dal Kachauri
Accompaniments:	<ul style="list-style-type: none">• Assorted Pickle• Roasted Papad,• Green Chutney, Tomato Sauce,• Packaged drinking water (200ml bottle)
Desserts:	<ul style="list-style-type: none">• Moog Dal Halwa• Kulfi Sticks and Gulab Jamun
Mouth freshener:	<ul style="list-style-type: none">• Sonf, Misri• Meetha and Saada Paan

(I) Important: - Other Facilities/ Works required with the Dinner:

1. 12 regular counters for main menu (including starters/ counter items/salad/ breads)
2. 10 counters for Sweets/ Deserts
3. 10 counters for Juice/ Water bottles/ Paan and mouth fresheners
4. Complete shamiyana in U Shape having area (where stalls will be constructed) 240 X 20; 240X20 and 150X20 feet to cover these food counters which should be water proof, in case of rain.
5. 30 coolers/ 50 Pedestals fans /10 Mist Fans/ 30 round tables/ 500 Chairs and 250 Tables for Food Display / dinning.
6. Adequate lighting (halogens etc.) in the entire area covered with shamiyana and around and at the entrance decorative lightening with small bulbs in chain/ strips at suitable places.
7. Providing green mat for passages from Audi gate till venue.
8. Construction of a cooking tent of 55X50 feet area.
9. Two separate tents for water and crockery items of 30X35 feet size.

Note: - Quote No.-1

Please quote **ONLY per plate rate for Dinner including the taxes** if any **{NO other charges to be mentioned separately towards tenting/ lightening/ labor/ Cooler /Fans/ Shamyana etc. as mentioned at "I" above (from sl. No. 1 to 9) i.e. other facilities above}**.

Bidders should take out the print out of this document and sign with seal/stamped of firm on each page as a token of acceptance and submit it along with the bid.

Annexure-II

2. LUNCH PACKETS

Menu for takeaway Lunch

Time of service: 12:30 pm Date: - 29-06-2022

Venue: Audi Grounds and Lecture Hall Complex (L-18 and 19)

Number of packets: 2000

Menu:

Sl. No.	Item	Remarks
1.	Khasta Kachauri – 2 Nos.	Wrapped in cling film
2.	Muffin – 1 Nos.	in box
3.	Matar Paneer Samosa – 2 Nos. (big size)	Wrapped in cling film or paper roll.
4.	Mathari– 2 Nos.	In box
5.	Banana – 1 Nos.	In box
6.	Sweet – Thaggu ka Laddu – 1 Nos.	Packed in small plastic box
7.	Waffers – 1 Pkt.	Haldiram/Lays - 28gms-30gms
8.	Fruit Juice bottle	Tropicana – 200 ml
9.	Water bottle	Bisleri/Bailley/Kinley/Aquafina – 200 ml
10.	Tomato Sauce Sachet – 2 Nos.	Kissan/Nestle/Heinz
11.	Mouth freshener – 1 Nos.	Good quality
12.	Paper Napkin – 1 Nos.	Big size good quality
13.	Carry Bag – 1 Nos.	Cloth bag

All above, except water bottle, to be packed in a cardboard box.

Cardboard box along with water bottle to be placed in a cloth/thick paper carry bag.

Quote No. 2:

Please quote for a single food/lunch packet including taxes. No separate transportation cost/ packing cost/distribution cost etc will be paid separately.

3.Construction of Water proof and Air-conditioned Pandal for 200 persons

- A separate pandal for VIPs is to be constructed which should be water proof and fully air conditioned to accommodate 200 persons.
- The size of the Pandal would be approximately 50X90 feet.
- Full carpeting in the pandal
- Sufficient Tables and Chairs to be made available.
- Fans /Lightening to be provided.
- Separate Crockery and all types of stalls to be provided in VIP pandal.
- Separate Counters for food/starters/deserts/water etc. to be provided.
- Separate manpower (waiters etc) to be made available in the pandal.

Quote No. 3:

- Total lumpsum cost towards above (3) is to be quoted including taxes

J. EMD :

An EMD of Rs. 2,00,000/- in the form of Demand Draft in favour of Registrar, IIT Kanpur payable at Kanpur is required to be submitted along with the quotation. Bids without EMD will be summarily rejected.

EMD of successful bidder will be retained by Institute and will be considered as Performance Security.

K. Submission of Bids and opening:

The bids should be submitted on the portal latest by **4:00 PM of 13-06-2022.**

L. Opening of Bids:

The bids will be opened on 14-06-2022 at **4:00 PM** Stores and Purchase office of IIT Kanpur.

M. Dispute if any, will be subject to the Kanpur jurisdiction only.

**Joint Registrar, Academic Affairs
Room No. 202, First Floor, Academic Affairs Building,
Near Staff Canteen
IIT Kanpur-208016
Ph:- 2597235**

Format for Technical Bidding

Sl. No.	Conditions	Whether meets it or not		Certificate/Supporting Document attached or Not. Specify Yes or No.
		No	YES	
1	The firm should be registered under any prevailing law in India, valid license of Food & Drug Authority (copy of Licence, GST Registration, PAN should be submitted along with the bid).			
2	Firm should have minimum 10 (Ten) years' experience of providing out-door catering services.			
3	Firm should have completed at least 3 similar orders (hosting of Lunch OR Dinners for Convocation event of IITs/IIITs or any other CFTIs) of catering to 1200 persons OR 2 similar orders of catering to 1800 persons OR at least 1 similar order of catering 2400 persons during the last 5 years of business.			
4	Firm should have an average turnover of at least Rs. 50 Lacs per year during the last five years.			

Format for Financial Bidding

Sl. No.	Work/ Services/Item	Quoted Rates
		Per plate/ per packet/ Lumpsum rate
1	Dinner (including all facilities mentioned at "1" from 1 to 9) {Kindly mention only per plate rate only including taxes & other charges}	
2	Lunch Packet {Kindly mention per packet rate only including of all other charges and taxes}	
3	Water proof and Air conditioned Shamiyana (Please quote a lumpsum rate for the entire facility)	

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender 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 our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Declaration for Local Content

(To be given on Company Letter Head - For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date: _____

To,

The Director,

Indian Institute of Technology Kanpur,

GT Road, Kalyanpur, Kanpur -208016

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

4. Country of Origin of Goods being offered: _____

5. We hereby declare that items offered has ____% local content.

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”*

Yours Faithfully,

(Signature of the Bidder, with Official Seal)